American Lake – Lake Management District No. 1
Meeting Agenda
Thursday, November 5, 2026
4:00 P.M.
Lakewood City Hall
Council Chambers
6000 Main Street SW
Lakewood, WA 98498

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

Those who do not have access to YouTube can participate via Zoom by either visiting https://www.zoom.com/ enter meeting ID: 823 5026 6627 or calling by telephone: Dial +1(253) 215- 8782 and enter meeting ID: 823 5026 6627.

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. Approval of the minutes of the October 1, 2026, meeting (pages 2-3)

PUBLIC COMMENT

UNFINISHED BUSINESS

1. 2027 Work Plan (pages 4-6)
    a. Available funding for 2027
    b. Approval of algicide treatment and timeframe (page 6)
    c. Discussion of other herbicides for Milfoil treatment
    d. ALIC Meeting
2. Recommendation Notice Letter to City Council (page 7-8)
3. Review of Board Member Cox's Recommendations (pages 9-19)
    a. Establish and Approve Outline for New ALMD (page 9)
    b. Interlocal Agreement Template (pages 14-19)

NEW BUSINESS

1. End of Season Aquatic Vegetation Survey (20-24)
2. Expiration dates on Board Member appointments

BOARD MEMBER COMMENTS

NEXT MEETING

ADJOURNMENT

American Lake – Lake Management District No. 1 Advisory Board Meeting Minutes
October 1, 2026, 4:00 PM
Council Chambers
6000 Main Street SW Lakewood, WA 98499

WELCOME/CALL TO ORDER

Kate Read, Board Chair, called the meeting to order at 4:05 p.m.

ROLL CALL

American Lake – Lake Management District No. 1 Members Present: Kate Read, Chair; Kurt Spingath, Vice Chair; Todd Zuchowski, JBLM; and Weston Ott, City of Lakewood

Four board members were present; a quorum was reached.

American Lake – Lake Management District No. 1 Members Excused: Jeff Cox, Lake Resident; and Erich Schmidt, Camp Murray

Staff: Katie Foster, Associate Civil Engineer, Heidi Wachter, City Attorney, and Joanna LaVergne, Administrative Assistant

APPROVAL OF MINUTES

Kate Read asked if everyone had a chance to read over the September 3, 2026, meeting minutes and Weston Ott motioned to approve the minutes. All ayes; minutes were approved.

PUBLIC COMMENT

Joel Vranna spoke.

James Cooper spoke.

UNFINISHED BUSINESS

Katie Foster read over the draft work plan and asked the members if they had any additions or modifications. Discussion ensued. Chair Kate Read discussed the committees' educational efforts and the need to focus on that, as well. Katie Foster will update the work plan to show their intended educational visits, as well as their outreach efforts to include JBLM, Camp Murray and the Veterans Affairs in the future ALMD planning.

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Katie Foster stated that the WALPA membership was an annual fee, which would need to be renewed every January 1st. It was agreed to wait until January 1, 2027 to join.

NEW BUSINESS

Chair Kate Read asked City Attorney Heidi Ann Wachter to discuss the draft letter to the City Council regarding the formation of a new ALMD. Discussion ensued. It was agreed to add a bit more ALMD history to the letter for the new City Council members, and to wait to send the letter until November, after budget talks have been completed.

Chair Kate Read opened the floor for discussion regarding Board Member Jeff Cox's recommendations for the ALMD. Discussion ensued.

Chair Kate Read opened the floor for the Interlocal Agreement Template. Katie Foster presented the draft example she had created for the committee's perusal. Discussion ensued. It was agreed that they would want to try to have a similar agreement with Veterans' Affairs. Camp Murray would be covered under a different process.

Chair Kate Read opened the floor for discussion regarding the technical scope for the new ALMD. Discussion ensued. Kurt Spingath will look into other, current, LMD's that may have a process regarding water quality, that they can mirror for the new ALMD. It was agreed that the focus for the new ALMD seemed to be three-pronged and included: milfoil, filamentous algae and phosphorous sequestering/water quality.

BOARD MEMBER COMMENTS

There were no further board member comments.

NEXT MEETING

Next meeting date is November 5, 2026, 4:00 p.m.

Meeting adjourned at 5:05 p.m.

_____ _____

Kate Read, Chair Katie Foster, City Staff Liaison

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AMERICAN LAKE – LAKE MANAGEMENT DISTRICT NO. 1 ADVISORY COMMITTEE
2027 ANNUAL WORK PLAN, BUDGET, AND MEETING SCHEDULE

Current Members:

Chair: Kate Read
Vice Chair: Kurt Spingath
Jeff Cox
Erich Schmidt (Camp Murray)
Weston Ott (City of Lakewood)
Todd Zuchowski (JBLM) Non-voting member

City Staff Support:

Katie Foster, Associate Civil Engineer

Meeting Schedule 2027:

January 7, 2027 at 4 p.m.
February 4, 2027 at 4 p.m.
March 4, 2027 at 4 p.m.
April 1, 2027 at 4 p.m.
May 6, 2027 at 4 p.m.
June 3, 2027 at 4 p.m.
July 1, 2027 at 4 p.m.
August 5, 2027 at 4 p.m.
September 2, 2027 at 4 p.m.
October 7, 2027 at 4 p.m.
November 4, 2027 at 4 p.m.
December 2, 2027 at 4 p.m.

2027 Work Plan & Estimated Costs:

1.	Aquatic vegetation surveys: Spring and Fall	$1,500
2.	Formation Loan Repayment	$2,700
3.	Invasive aquatic vegetation control/treatment; Eurasian Water Milfoil (EWM)	$34,000
4.	Invasive aquatic vegetation control/treatment; Filamentous Algae with Peroxygen & Hydrothal 191	$6,275
5.	Annual DOE report, treatment permit renewal, meetings	$1,500
6.	Public education & outreach efforts	$500
7.	Miscellaneous	$400
8.	City administrative costs	$2,000
9.	Admin Costs Related to DOE Grant	$1,500
	Total Estimated Costs	$50,375

2027 Board Calendar:

Date	Topics
Jan. 7th	2027 work plan, budget, schedule, and plan for new LMD proposal, reviewed by City Council – chair and staff
Feb. 4th	Notice of Vacancy for Advisory Committee Member Create member outreach postcard or newsletter – committee
March 4th	Regular Monthly LMD Meeting
April 1st	Present draft outreach flyer to Committee – staff
April	Conduct Spring herbicide treatment on filamentous algae – contractor
May 6th	Regular Monthly LMD Meeting
May-June	Conduct Spring aquatic vegetation survey for EWM – contractor Attend annual American Lake Improvement Club meeting – committee
June 3rd	Regular Monthly LMD Meeting

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July 1st	Regular Monthly LMD Meeting
July-Aug	Conduct invasive aquatic vegetation control activities or herbicide treatment for EWM and if needed for filamentous algae – contractor
Aug. 5th	Update to board on treatment activities
Sept. 2	Regular Monthly LMD Meeting
October 7th	Regular Monthly LMD Meeting
Oct-Nov	Conduct end of season aquatic vegetation survey – contractor
Nov. 4th	Develop 2028 work plan, budget, and schedule based on 2027 activities, LMD needs, and available budget – committee Review control/treatment report – committee
Dec. 2nd	Regular Monthly LMD Meeting

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Proposed Filamentous Algae Treatments in 2027

April Treatment	Description	Unit/Price	Approx. Acres	Budget Est.
Business and residential notice	Provide business and residential notice for the April filamentous algae treatment.	$350		$350
Mobilization and day-of-treatment posting	Mobilize equipment for treatment and provide day-of-treatment posting.	$850		$850
Cost per acre for Peroxygen*	Provide and apply herbicide for filamentous algae treatment during the April treatment period.	$350/Acre	5	$1755
Total April Treatment				**$2,950**

*Not subject to fish timing window. Treatment occurs before Spring survey

July Treatment	Description	Unit/Price	Approx. Acres	Budget Est.
Business and residential notice	Provide business and residential notice for the June filamentous algae treatment.	$350		$350
MOB and day-of-treatment posting	Mobilize equipment for treatment and provide day-of-treatment posting.	$850		$850
Cost per acre for Hydrothal*	Provide and apply herbicide for filamentous algae treatment during the July treatment period.	$425/Acre	5	$2125
Total July Treatment				**$3,325**

*Subject to fish timing window. Applied as needed based on results of earlier treatment.

City of Lakewood

To: City of Lakewood City Council

Through: City Manager Doug Russell

RE: American Lake - Lake Management District Advisory Committee

Date: November 6, 2026

Dear Mayor Bocchi, Deputy Mayor Patti Belle, and Council members,

The American Lake - Lake Management District No. 1 Advisory Committee (ALMD Advisory Committee) has annually reported to you at a joint meeting during the first quarter of the year. We anticipate coming before you in early 2027 with some tweaks to our regular work plan and to discuss with you the coming termination of the American Lake Management District (ALMD). Our final year is 2028.

What we have learned is that the AMLD served its purpose well. We have also learned that over the past decade the needs of the lake are changing and evolving. State law does not provide for the extension of an existing lake management district. What is required is action by the City Council to authorize a new lake management district. We are hoping that the City Council will use the work of the ALMD Advisory Committee to inform taking such action.

The ALMD sunsets on June 2, 2028, and with that expiration the ALMD Advisory Committee terminates.[1] Throughout the life of the ALMD the Advisory Committee has met, reviewed surveys and other relevant information, and developed annual work plans in accordance with the authority granted. Annual Work Plans are approved by the City Council, and the city has carried out work to address milfoil using funds assessed on ALMD members.

In the last few years, additional issues with American Lake have been brought to the ALMD Advisory Committee including invasive weeds, cyanobacteria and whether additional treatment providers can treat the lake. Ecology issues the necessary permit; it is held by the City of Lakewood, and our understanding is that additional permits will not be issued.

Under current state law there is no authority to simply extend the existing ALMD.[2] Among the concerns with a simple extension is that the ALMD serves as a basis for assessments of the members. Rolling the existing ALMD over would

[1] City of Lakewood Ordinance No. 712 and City of Lakewood Resolution 2019-15 section 5.

[2] See, generally RCW 36.61.025 which authorizes LMDs to be created for any needed period of time and City of Lakewood Ordinance No. 712 that sets a sunset date of June 2, 2028 for the ALMD.

have the effect of assessments beyond original authorization without following the process proscribed by state law.

Pursuant to state law the City Council would have to consider a proposed new lake management district in response to a petition; we are hoping that the City Council will authorize a new lake management district under their own authority based on our recommendations. If acceptable, we would like to present a more thorough outline of suggested topics for the proposed new LMD at a joint meeting.

If authorized, this new lake management district would be subject to the same process as the original ALMD including a public hearing and ballot to all potential lake management district members. The City Council would begin this process with a Resolution of Intent.[3]

We believe that an LMD is a valuable tool for protecting our lake and that we have done well with our original charge. It has become apparent that during our decade of using this tool other issues have evolved, and we would appreciate consideration about what we can do to address those issues with a new LMD.

Thank you for your time,

Kate Read, Chair
On behalf of the
American Lake- Lake District Management No. 1 Advisory Committee

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[3] See generally RCW 36.61.030.

Proposed Areas of Consideration for Future ALMD

I. Treatment
    a. Milfoil
    b. Filamentous Algae Blooms
    c. Phosphorous Sequestering/Water Quality

II. Expand ALMD
    a. Number of Board Members
    b. Interlocal Agreements
    c. Scope of Authority
    d. Volunteer Water Quality Monitoring Program

III. Funding Avenues
    a. Proposed Assessments
    b. American Lake Park Fees

IV. Public Education
    a. Organizing or attending outreach events
    b. Collaborating with other lake stakeholders

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Hi Katie,

I am sending Kurt's comments on Jeff Cox's PDF. They are in blue and purple (now red). I believe you need them today so you can post them on the public meeting notice? I'm not clear on that, but he wanted you to have them today. I apologize they must come to you in the body of an email, but we are in an area on the Penninsula that has no Internet.
Janet

2026 August 28
Recommendations for discussion by the American Lake LMD Citizens Advisory Board at the 2026 September 3rd quarterly meeting to develop recommendations, and a schedule for such recommendations, to the Lakewood City Council
By Jeff Cox

Recommendations for 2027 Treatment Program:

1. Develop a draft work plan for 2027 at the October 2026 LMD meeting, and final 2027 work plan at the November 2026 LMD meeting.
2. In that plan, expand the treatment program as funds allow to treat not only Eurasian Milfoil, but other invasive and native aquatic plants that have reached nuisance levels (such as filamentous green algae and others), in a manner allowed by Washington State Department of Ecology (WDOE) rules & guidelines.
3. Recommend the city expand its list of pre-approved lake treatment contractors by the end of January 2027 such that multiple contractors can bid on all or various portions of the treatment work needed in 2027 on both Eurasian Milfoil as well as other aquatic plants (following WDOE permit requirements and guidelines) as defined by spring vegetation survey(s) of the lake. **Adding contractors to a list does not give them work under our work plan without an RFP and winning a bid. Can we hire a contractor for work under a specific value. Other cities and LMDs have a limit of $10,000 which allows them to respond to timely treatments with out a lengthy RFP**
4. Recommend we expand our public education efforts in 2027, potentially in cooperation with efforts by the American Lake Improvement Club. How to best do this needs a plan. **The ALIC has already had an education meeting scheduled for October 23 at the Tilicum Community Center. ALIC has offered this previously and will continue to plan accordingly**
5. Recommend we join the Washington State Lake Protection Association (WALPA) so as to increase our knowledge of approaches, successes, and failures experienced by other state LMDs, and improve our knowledge on how to better operate the LMD. **We agreed on September 3 to join WALPA. Has this been followed up on ?**

Recommendations on a plan for developing the Technical Scope and Structure of the next American Lake LMD.

1. Put in place the following schedule to develop these recommendations:

- October 2026 special meeting:**does it need to be a special meeting? In addition a bullet point should be inserted here to draft a letter to the City Council stating the recommendation to continue a Lake Management District when this one sunsets. Inform the City they can expect to hear of plans for the next LMD in the months to come.**
-
    - Draft recommendations on an expanded technical scope of the LMD. At present I would recommend the technical scope include the ability to monitor for, conduct preventative actions for, and treat as needed:
        1. Invasive aquatic plants (i.e. Eurasian Milfoil & others)

2026 August 27 Jeff's Recommendations.pdf
2026 August 28
Recommendations for discussion by the American Lake LMD Citizens Advisory Board at the 2026 September 3rd quarterly meeting to develop recommendations, and a schedule for such recommendations, to the Lakewood City Council
By Jeff Cox

1. Non-native and native aquatic plants that have created a significant nuisance problem (such as filamentous blue-**should be just green algae. Not blue-green. Suggest we adopt 'Cyanobacteria' and 'HABs' as language when referring to blue-green algae. It confuses conversations and creates unrealistic expectations by shoreline owners. green algae & others) We have recommended we utilize money we have left after milfoil treatment in 2026 to treat these. We need to modify the work plan to treat these based on available funds and treatment areas surveyed. Treatment for weeds is later than for green filamentous algae which should be scheduled late April or early depending on what the contractor recommends**
2. Other invasive and damaging species (such as zebra mussels, nutria, & others) **this is a monitoring issue since we do not currently have these in our lake. Monitoring can include boat inspections and promoting Clean Drain Dry your boat education like signage at all entry points. Our biggest exposure is on the military boat ramps as military personnel are more likely to bring boats in from infected lakes. Can we work with Camp Murray and JBLM to prevent such occurrences**
3. Toxic algae blooms - **see item 4 below, these are prevented only from nutrient reduction in the incoming water (septic, nutrient laden groundwater) or reduction of nutrients currently in the sediments and water column via several products available for such treatments.**
4. Phosphorus and nitrogen nutrients that contribute to excessive aquatic plant growth and algae blooms

- Discussion on how to expand the public education program.

- Initiate discussions with Camp Murray, JBLM, and the Veterans Administration as to if and how they would support a future expanded LMD, and to what financial level can be considered. **We need to have an Interlocal Agreement with JBLM, The Veterans Affairs and JBLM. The current agreement is verbal only.**
- November 2026 special meeting:
    - Draft recommendations for a citizen conducted, expanded water quality monitoring program, and annual financial support to it from the LMD for improved monitoring equipment and laboratory sample analysis costs. **The ALIC was granted water monitoring equipment from Pierce County Conservation District when the ended the Stream Team initiative in 2022. Volunteers have been collecting the same data since then. A team has been assembled to oversee data collection that would be needed for a Cyanobacteria Management Plan (CMP). That team consists of Jeff Tepper (PhD UPS Professor Emeritus), Kyle Steelhammer (Nortwest Aquatics, Inc), Joel Vranna, Kurt and Janet Spingath (leaders of the lake monitoring data collection team), and Jeff Cox. Jeff stepper is the technical advisor responsible for where, when and what type of data is collected,. Kyle Steelhammer will be responsible for mapping vents in the lake to determine the amount of phosphorus entering through groundwater - this has been done in Steilacoom and Spanaway lakes with success. Joel Vranna will help with funding to pay for contractors and sample analysis. This effort can happen outside of the ALMD and no LMD funds required**
    - Discussions on how to expand the LMD tax base to meet the LMD's expanded technical scope.
    - Discussions on an expanded LMD board, and how to best identify and include representation from neighborhoods around the lake.
- December 2026 meeting:
    - Develop a complete draft of a future LMD technical scope, structure, and funding plan for further review and discussions with the city, federal and state partners, current LMD citizens, and the public, with such review, discussions, and edits to occur over January and February.
    - Develop a list of supporting documents required by Washington State or otherwise needed to support and implement the LMD plan. Such documents are expected to be:
        1. Updated Lake Management Plan. This might be inclusive of, or separate from an Aquatic Vegetation Management Plan.
        2. Cyanobacteria Management Plan.
        3. Lake water quality measurement program plan.
- January 2027 meeting:
    - Discussions on any aspects for the future LMD plan. Receive city council and other feedback on the plan.

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2026 August 27 Jeff's Recommendations.pdf

Additional content from previous item (d):

- February 2027 meeting:
    - Finalize the plan for future LMD and its funding and present to the city council for approval.
- March 2027 – August 2027:
    - Create the required supporting documents.
- September – December 2027:
    - Develop the plan for placing the future LMD up for a public vote

INTERLOCAL AGREEMENT

AQUATIC WEED MANAGEMENT SERVICES

Between the City of Lakewood and Joint Base Lewis-McChord (JBLM)

This Interlocal Agreement (Agreement) is entered into by and between the City of Lakewood, Washington (City), and Joint Base Lewis-McChord (JBLM), collectively referred to as the Parties.

The Parties intend to establish a cooperative arrangement under which the City will provide aquatic weed management services at designated JBLM locations and JBLM will reimburse the City for authorized services and eligible costs in accordance with this Agreement.

GENERAL INFORMATION

1. This Agreement is for non-personal aquatic weed management services. The City or its Designated Contractor shall provide qualified personnel, equipment, materials, supplies, transportation, supervision, and other resources necessary to perform the services described in this Agreement. JBLM shall not exercise supervision or control over City employees performing the services. The City is responsible for the supervision and management of its personnel and for all employment-related costs associated with its personnel.
2. The purpose of this Agreement is to establish a coordinated process for the City to inspect, plan, conduct, and document aquatic weed treatment activities in the designated federal waters of American Lake, with JBLM reimbursing the City for services authorized under this Agreement. Services may include, as authorized:
    a. Site inspection and aquatic weed identification.
    b. Development or refinement of treatment recommendations
    c. Application of approved aquatic herbicides or other appropriate treatment methods consistent with applicable laws, permits, product labels, site conditions, and approved treatment plans.
    d. Maintain records documenting work performed, materials used, treatment dates, treatment locations, and treatment results.
    e. Follow-up inspections and retreatment when authorized.
    f. Preparation and submission of treatment records and reports.
    g. Other directly related aquatic weed management activities authorized by the American Lake-Lake Management District (AL-LMD) and the Lakewood City Council.
    h. Establish a clear reimbursement process for authorized services.
3. The City may perform services under this Agreement through a designated contractor and shall remain responsible for administering its contractual relationship with the contractor and for submitting invoices to JBLM.

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4. Services under this Agreement shall be performed at designated aquatic areas located on JBLM property. Specific treatment locations shall be identified by the City's designated contractor.

5. The term of this Agreement shall begin on the effective date identified in the signature section and shall remain in effect through the extent of [DATE] unless earlier terminated in accordance with this Agreement. The Parties may extend the Agreement by written amendment signed by authorized representatives of both Parties

6. Each Party shall designate a primary Point of Contact (POC) and an alternate POC responsible for coordinating the day-to-day administration of this Agreement. The POCs may be changed by written notice without requiring a formal amendment to the Agreement.

7. The City shall perform services in compliance with applicable federal and Washington State laws, regulations, permits, environmental requirements, aquatic pesticide requirements, manufacturer instructions, and applicable JBLM requirements communicated to the City. Nothing in this Agreement authorizes either Party to violate an applicable law, regulation, permit, or other legal requirement.

DEFINITIONS & ACRONYMS

Aquatic Weed- A plant species or vegetation identified by the Parties as requiring management or treatment under this Agreement.

Treatment Area- The areas of American Lake that are controlled by or in the designated area of JBLM.

Treatment Event. A discrete aquatic weed management activity performed by the City's designated contractor at an authorized Treatment Area.

Eligible Costs- Reasonable and allowable costs directly associated with authorized services under this Agreement and supported by appropriate documentation.

Designated Contractor- The contractor(s) designated by the city to conduct aquatic weed surveys, identify areas of concern, develop treatment recommendations, and perform treatment services authorized under this Agreement

CITY RESPONSIBILITIES

1. Before conducting treatment, the City shall coordinate with JBLM regarding the proposed treatment area, treatment method, schedule, and any site-specific requirements. Where applicable, the City shall identify anticipated treatment products and application rates consistent with the applicable product label and regulatory requirements.

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2. The City shall provide appropriately trained and qualified personnel to perform the services. Personnel applying regulated treatment products shall possess any licenses, certifications, training, or other qualifications required by applicable law.
3. The City shall perform authorized treatment activities in a professional manner and in accordance with the approved treatment approach, applicable permits, product labels, and applicable laws and regulations.
4. The City shall maintain accurate records of authorized work, including, as applicable, treatment date, treatment location, treatment method, materials or products used, quantities applied, personnel performing the work, and other information reasonably necessary to document the services.
5. The City shall provide JBLM with a treatment report following each treatment event or at another interval mutually agreed upon by the Parties. The report shall identify the work performed and any significant observations or recommendations for follow-up treatment.
6. The City shall promptly communicate to JBLM any issue or condition that could impede successful completion of authorized services.

JBLM RESPONSIBILITIES

1. JBLM shall authorize treatment events before the City incurs costs for the requested work, except where the Parties have established a recurring or annual authorization in writing.
2. JBLM shall coordinate reasonable access to authorized treatment locations and notify the City of known access restrictions, exercises, closures, security requirements, or other conditions that could affect the City's ability to perform the work.
3. JBLM may inspect or observe services performed under this Agreement to confirm that authorized work has been completed. Such review shall not relieve the City of its responsibility for performing the work in accordance with this Agreement.

SPECIFIC TASKS

1. The City shall inspect designated treatment areas to identify aquatic weed conditions and determine appropriate management measures.
2. The City shall perform aquatic weed treatment appropriate for the treatment area and identified aquatic weed conditions.
3. The City shall provide reasonable advance notice of planned treatment activities so JBLM can coordinate notifications and other requirements.
4. Additional or follow-up treatment shall be performed when authorized by the City and JBLM, unless otherwise included in an approved recurring treatment plan.
5. Any material change in treatment location, method, quantity, frequency, or estimated cost shall be coordinated with and authorized by JBLM before the City performs the additional work.

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REIMBURSEMENT AND PAYMENT

1. JBLM shall reimburse the City for eligible costs incurred in performing aquatic weed management services authorized under this Agreement. Reimbursement shall be limited to the amounts and services authorized by JBLM and shall be supported by appropriate documentation.
2. The City shall submit an invoice to JBLM following completion of each authorized survey or treatment event, or at another interval agreed upon by the Parties. Each invoice shall identify the location, date, services performed, amount requested, and supporting documentation reasonably required by JBLM.
3. JBLM shall process payment in accordance with applicable federal payment requirements and procedures. The City shall not be responsible for costs incurred by JBLM that are outside the scope of this Agreement.
4. The City shall not be entitled to reimbursement for work performed outside the scope of an authorized Work Authorization or for costs exceeding an established reimbursement limit unless JBLM provides written authorization for the additional work or costs.

QUALITY ASSURANCE AND PERFORMANCE

1. The City shall perform authorized services in a professional manner and in accordance with the requirements of this Agreement. JBLM may review completed work and request reasonable documentation demonstrating that the authorized services were performed.
2. If JBLM identifies work that does not conform to the authorized scope, the Parties shall communicate regarding the deficiency and determine appropriate corrective action. Any additional work that results in additional cost shall require JBLM authorization before the City incurs the additional cost.
3. The City shall maintain records sufficient to demonstrate the services performed and costs claimed for reimbursement. Records shall be made available to JBLM upon reasonable request, subject to applicable laws and City records requirements.

REPORTS AND RECORDS

1. The City shall provide treatment reports and other deliverables. The Parties may modify reporting formats by mutual agreement when the change does not alter the substantive requirements or reimbursement terms of this Agreement.
2. Each Party shall maintain records associated with this Agreement in accordance with its applicable records-retention requirements and applicable federal, state, and local laws.

MODIFICATION, TERMINATION, AND DISPUTE RESOLUTION

1. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties, except that administrative changes such as updates to POCs, contact information, treatment schedules, or technical

reporting formats may be made by written notice or mutual confirmation when such changes do not alter the substantive terms of the Agreement.

2. Either Party may terminate this Agreement upon written notice to the other Party. JBLM shall remain responsible for eligible costs incurred by the City for authorized services performed before the effective date of termination.
3. JBLM may request that the City temporarily suspend treatment activities due to safety, environmental, operational, security, weather, or other site-specific conditions. The Parties shall coordinate the effect of the suspension on treatment schedules and reimbursable costs.
4. The Parties shall attempt to resolve disputes through consultation between the designated POCs. If the POCs cannot resolve the issue, the matter shall be elevated to appropriate management representatives of the Parties. Nothing in this section limits any rights or remedies available under applicable law.

GENERAL PROVISIONS

1. Official notices under this Agreement shall be provided to the designated representatives of the Parties at the addresses or electronic mail addresses identified below, or as subsequently updated by written notice.
2. This Agreement constitutes the agreement between the Parties concerning the subject matter addressed herein and supersedes prior written or oral understandings concerning the same services, except as expressly incorporated.
3. This Agreement is intended solely for the benefit of the Parties and does not create any rights or benefits in any third party.
4. The Parties shall perform their respective responsibilities under this Agreement in accordance with applicable federal, state, and local laws, regulations, and policies. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the extent permitted by law.

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[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement through their duly authorized representatives.

City of Lakewood:

_____

Doug Russell, City Manager

Dated: _____

Attest:

_____

Briana Schumacher, City Clerk

Approved as to Form:

_____

Heidi Ann Wachter, City Attorney

Joint Base Lewis-McChord:

_____

Signature

_____

(Name and Title)

Dated: _____

Attest:

_____

Signature

_____

(Name and Title)

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American Lake 2026 Fall Eurasian Watermilfoil Survey and Control Report



Prepared for
City of Lakewood and
American Lake LMD

AquaTechnex, LLC

www.aquatechnex.com

HEADQUARTERS
Bellingham, WA 98228

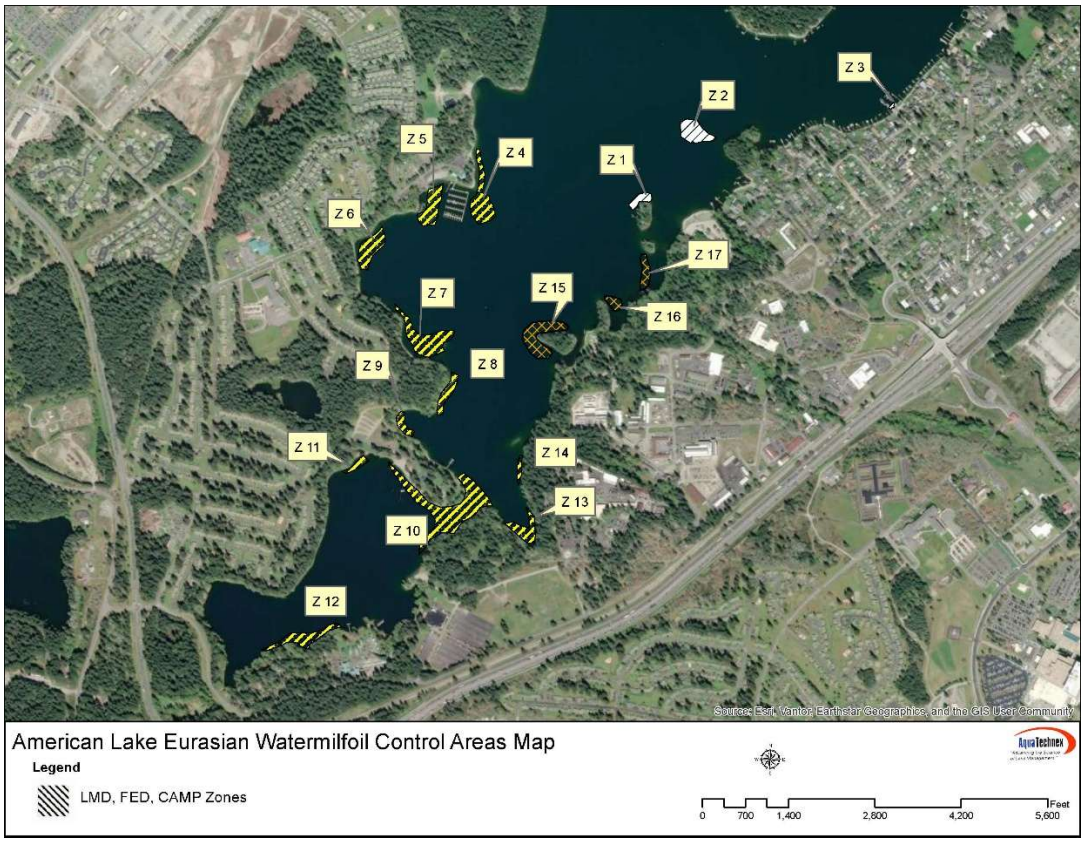
Local Offices
Centralia, WA
Spokane Valley, WA
Pleasant Hill, CA
Missoula, MT
Palm Desert, CA
Boise, ID
Santa Ana, CA

Introduction

American Lake has been challenged with the invasive aquatic weed Eurasian watermilfoil (EWM) over the past few decades. An Integrated Aquatic Vegetation Management Plan (IAVMP) was developed and adopted by the community. During the summer of 2019, a major herbicide treatment targeted 166 acres of milfoil on the lake. ProcellaCOR was selected as the selective systemic aquatic herbicide for EWM control. During the summer of 2020, the lake was largely EWM free. In the years since EWM populations have been recolonizing from reproductive fragmentation. Annually since 2020, AquaTechnex has maximized the available budget to provide control focusing on areas most impacted by EWM and impeding high use areas in the lake.

Treatment 2026

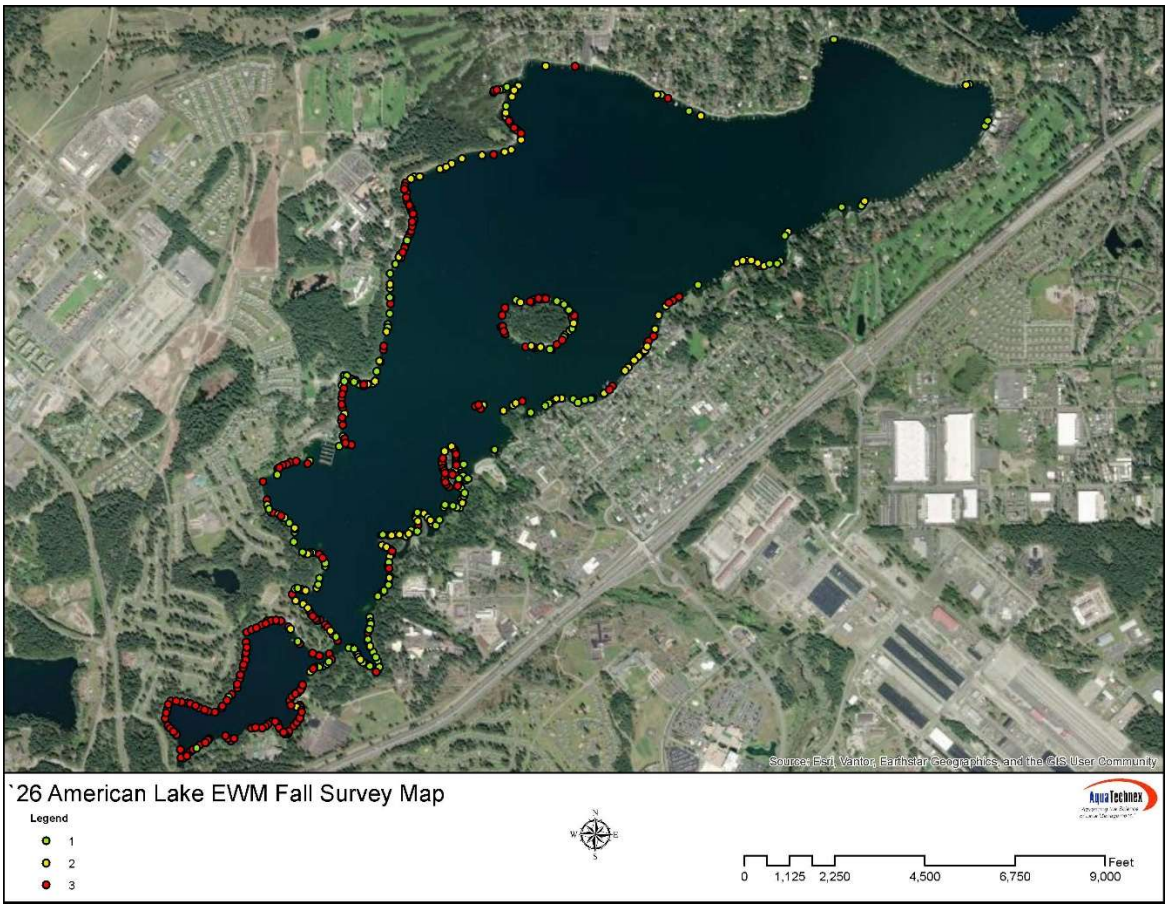
Our team notified the lake residents adjacent to selected control areas and within Washington State Ecology prescribed distance down the shoreline via mail to comply with Ecology permit conditions. This was completed August 3rd and followed by the 10-day requirement for residents to have received these notices prior to treatment. In addition, prior to treatment our teams posted the affected shoreline areas of the lake where applications were to occur.



On August 17th biologists from AquaTechnex mobilized to American Lake and treated 24.63 acres of EWM as shown on the treatment map above. Each treatment zone focused mostly on priority areas with moderate to dense EWM and within high use recreation areas.

Fall Survey 2026

Our team performed the Post-Treatment Fall EWM survey on September 11th. We equipped our survey team with a Trimble submeter DGPS data logger set up with a data dictionary to mark the locations of EWM plants found within American Lake.



The above map of our Fall Survey shows locations EWM at time of survey. Given the survey was completed 25-days post-treatment some EWM was still present. Control was achieved with good reductions of plant densities within the control zones. The EWM plants that remained within the control areas were not health and should continue to die and drop out of the water column. Areas not treated have expanded and increased in densities. EWM is found at depths approximately two feet out to approximately twenty-five feet in depth. Densities varied from sparse to dense. The Legend defines these locations and densities as follows. A point is a specific site location with the density of plants estimated is as follows, 1 = 1 to 5 plants, 2 = 5 – 10 plants, and 3 = 10+ plants.

The biobase map below provides the littoral area's aquatic plant biovolume around the lake. Biovolume data presented can be viewed as a "HEAT" map. The HEAT map has a color ramp for the percentage of the water column filled with vegetation where aquatic plants are present. The bottom of the HEAT ramp is blue and indicates no vegetation present. The top of the HEAT ramp is red and indicates that aquatic vegetation fills the entire water column at those locations.



Suggestions for Next Year

Eurasian Milfoil is widespread around the lake's littoral areas. As noted in the fall survey map, densities range from no plants to sparse/moderate in most locations. There are areas of moderate to dense plants as well found mostly in the southwest portion of the main basin of the lake. Regardless of densities, this plant rapidly expands populations via fragmentation. Two surveys are recommended to monitor EWM locations and densities around the lake in 2026. A spring survey in mid-May through early June should be conducted. Treatment of Eurasian milfoil would be best performed prior to July 4's high recreation time period to reduce fragmentation caused by recreation. Post-treatment survey to occur from September through October time frame.

Hybrid milfoils are present in Washington State. AquaTechnex recommends collecting representative samples from around the lake and having DNA analysis performed. We would be willing to do that. Hybrids are more difficult to control and exhibit a need for higher herbicide application rates.

The first task should be to determine if hybrid milfoil strains are present. The second task should be to obtain as much funding as possible, pursuing the Department of Ecology Grant program for example. Then resources should be

delegated based on obtaining the best available outcome for the lake and residents.

Conclusion

EWM is a very persistent plant reproducing by fragments. During the fall EWM plants auto-fragment and each mature plant can produce hundreds of fragments. These fragments float around the lake until they deposit on the lake bottom to start a new plant. This mode of reproduction gives EWM the ability to expand very quickly. The only way to defeat this plant is to control the full extent of where the plant is growing within the lake. If funding is not available to target all EWM within the lake using systemic herbicides, contact herbicides can be used to temporarily control the EWM, mitigate fragmentation, and prevent its spread to areas controlled with systemic herbicides or that are EWM free at lower cost.