LAKEWOOD CITY COUNCIL AGENDA
Monday, November 16, 2026
6:00 P.M.
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499

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

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

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

Upon entering the meeting, please enter your name or other chosen identifier. Use the "Raise Hand" feature to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. For those participating by calling in by telephone, to use the "Raise Hand" feature press *9 on your phone, to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in you may need to press *6 to unmute yourself. When you are unmuted, please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS AND PRESENTATIONS

(5) 1. Presentation of the 2027 Stormwater Prevention Calendar. – *Tillicum Elementary Schoo*l

2. Police Commissioning Ceremony.

PUBLIC COMMENTS

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

(31) A. Approval of the minutes of the City Council meeting of November 2, 2026.

(38) B. Approval of the minutes of the City Council meeting of November 9, 2026.

(42) C. Motion No. 2026-81

Approving the 2027 Lodging Tax Advisory Committee funding recommendations and authorizing contracts for tourism.

(51) D. Motion No. 2026-82

Authorizing the execution of an agreement with One Diversified, in the amount of $222,349.26, for City Hall Council Chambers Technology Upgrades.

(105) E. Motion No. 2026-83

Authorizing the increase in contract authorization with R.L. Alia Co, in the amount of $36,849.30, for the Custer Road – Bridgeport to 75th Project.

(106) F. Motion No. 2026-84

Authorizing the execution of an agreement with Gordon Thomas Honeywell Governmental Affairs, in the amount of $140,070, for state governmental relation services from January 1, 2027 through December 31, 2028.

(114) G. Motion No. 2026-85

Authorizing the execution of an agreement with Johnston Group, in the amount of $131,550, for federal governmental relation services from January 1, 2027 through December 31, 2028.

(124) H. Motion No. 2026-86

Cancelling the City Council meeting of Monday, December 21, 2026.

(126) I. Motion No. 2026-87

Appointing Labracke Moore to serve on the Lakewood Arts Commission through October 15, 2029.

(129) J. Items filed in the Office of the City Clerk:
1. Parks and Recreation Advisory Board meeting minutes of September 22, 2026.
2. Arts Commission meeting minutes of October 5, 2026.

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

PUBLIC HEARINGS AND APPEALS

(137) This is the date set for a public hearing on a petition to partially vacate approximately 4,246 square feet of the 100th Street SW right-of-way abutting Lake Steilacoom.

ORDINANCE

(442) Ordinance No. 856

Relating to ad valorem property taxes; establishing the amount to be raised in 2027 by taxation on the assessed valuation of the property of the city; and setting the property tax levy rate for 2027.

(453) Ordinance No. 857

Amending the 2026 Budget.

(465) Ordinance No. 858

Adopting the 2027-2028 Biennial Budget.

RESOLUTION

(471) Resolution No. 2026-11

Setting the 2027 Fee Schedule.

(514) Resolution No. 2026-12

Authorizing a credit and debit card service fee for certain payments made to the City.

(517) Resolution No. 2026-13

Approving the 2027 Lakewood Comprehensive Plan, Zoning Map and Development Regulations Amendment Docket.

UNFINISHED BUSINESS

(535) Motion No. 2026-76 – *continued from October 19, 2026*

Approving the 2027 Human Services Funding Allocations.

NEW BUSINESS

ITEMS FOR DISCUSSION

REPORTS BY THE CITY MANAGER

CITY COUNCIL COMMENTS

ADJOURNMENT

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

2027 City of Lakewood
Stormwater Pollution Prevention Calendar



Artwork Courtesy of Jovalay Phillip, Tillicum Elementary 5rd Grade

All city events are subject to change for various reasons. Please follow us on Facebook or check City's website for event updates.
www.cityoflakewood.us/calendar



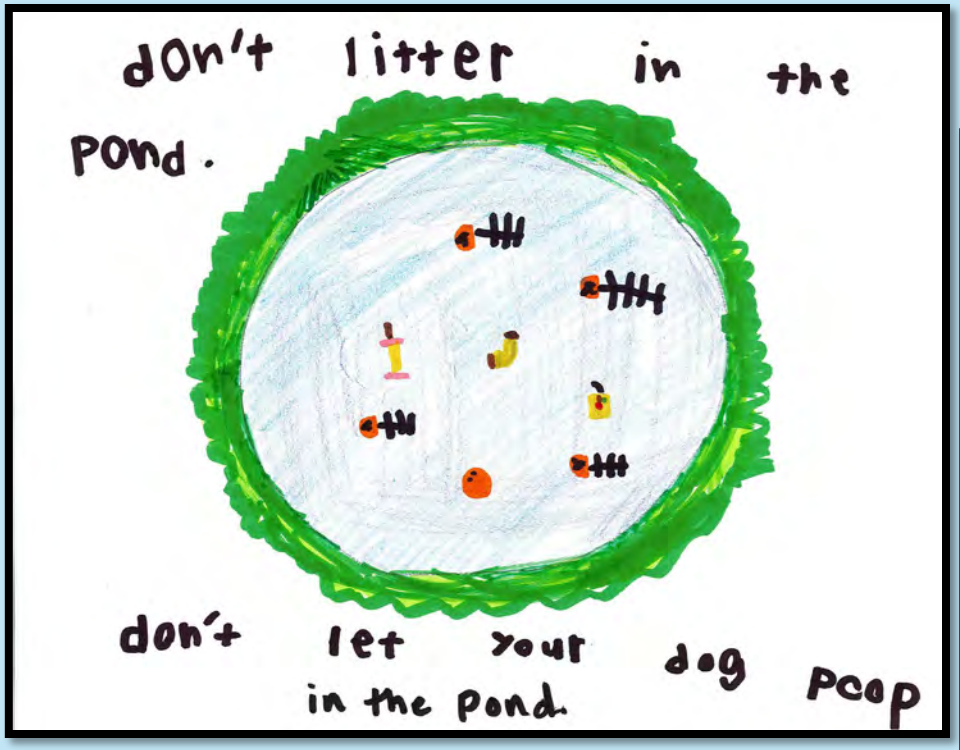
Only Rain Down The Drain!

If we let only rain down the drain, we can help keep our water clean and free of pollutants.

Artwork Courtesy of Christian Caleb Zatarain, Tillicum Elementary 5th Grade

January 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 New Year's Day	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 Martin Luther King Jr. Day	19	20	21	22	23
24 31	25	26	27	28	29	30



Artwork Courtesy of Aleyna I. Santos
Tillicum Elementary Kindergarten



Artwork Courtesy of Alexa Santos-Rivera
Tillicum Elementary 3rd Grade

Be a water hero — don't litter! Trash left on streets can wash into storm drains and end up in our streams, lakes, and Puget Sound, where it can hurt fish and wildlife. Toss garbage in the trash and recycle when you can to help keep our waters clean and healthy!

February 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6 MLK Beloved Community Black History Celebration
7	8	9	10	11	12	13
14 Valentine's Day	15 Washington's Birthday Observed	16	17	18	19	20
21	22	23	24	25	26	27
28						



Wash your car on a lawn or at a licensed facility. Car wash water contains dirt, road grime, heavy metals, oils and soaps which are toxic to fish and aquatic life.

Artwork Courtesy of Jessica J. Zarate Sarabia, Tillicum Elementary 5th Grade

March 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7 Daylight Saving Time Begins	8	9	10	11	12	13
14	15	16	17 St. Patrick's Day	18	19	20
21	22	23	24	25	26	27
28 Easter Sunday	29	30	31			



Just “doo” it — be a scoop superhero! Bring a bag on your walk, clean up after your pet, tie the bag tight, and toss it in the trash. It’s an easy way to help keep our parks, streams, and Puget Sound clean for people, pets, fish, and wildlife!

Artwork Courtesy of Eliana Barrera, Tillicum Elementary 5th Grade

April 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15 Tax Day	16	17 Youth Empowerment Summit
18	19	20	21	22	23	24 Parks Appreciation Day
25	26	27	28	29	30	



Think before using pesticides and herbicide sprays, use only as needed. Remember that rain can wash the excess chemicals to storm drains, creeks and into Puget Sound.

Artwork Courtesy of Myleen Roro Jordan, Tillicum Elementary 3rd Grade

May 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9 Mother's Day	10	11	12	13	14	15 Youth Fishing Event
16	17	18	19	20	21	22
23	24	25	26	27	28 Street Festival	29
30	31 Memorial Day					



Have you ever wondered where rainwater goes after it hits your roof, yard, driveway and streets? In case you did not know, it flows into storm drains and goes directly into our streams, rivers, lakes and eventually into Puget Sound. The water enters the storm drain and does not go to a wastewater treatment plant.

Artwork Courtesy of Joshua Alfon Garcia Gonzalez, Tillicum Elementary 4th Grade

June 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm	2	3	4	5
6	7	8 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm	9	10	11	12
13	14	15 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm	16	17	18	19 Juneteenth
20 Father's Day	21	22 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm Summer Concert	23	24	25	26
27	28	29 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm Summer Concert	30			

Do your part:

Clean up after your pets,

Maintain your cars – stop them from leaking,

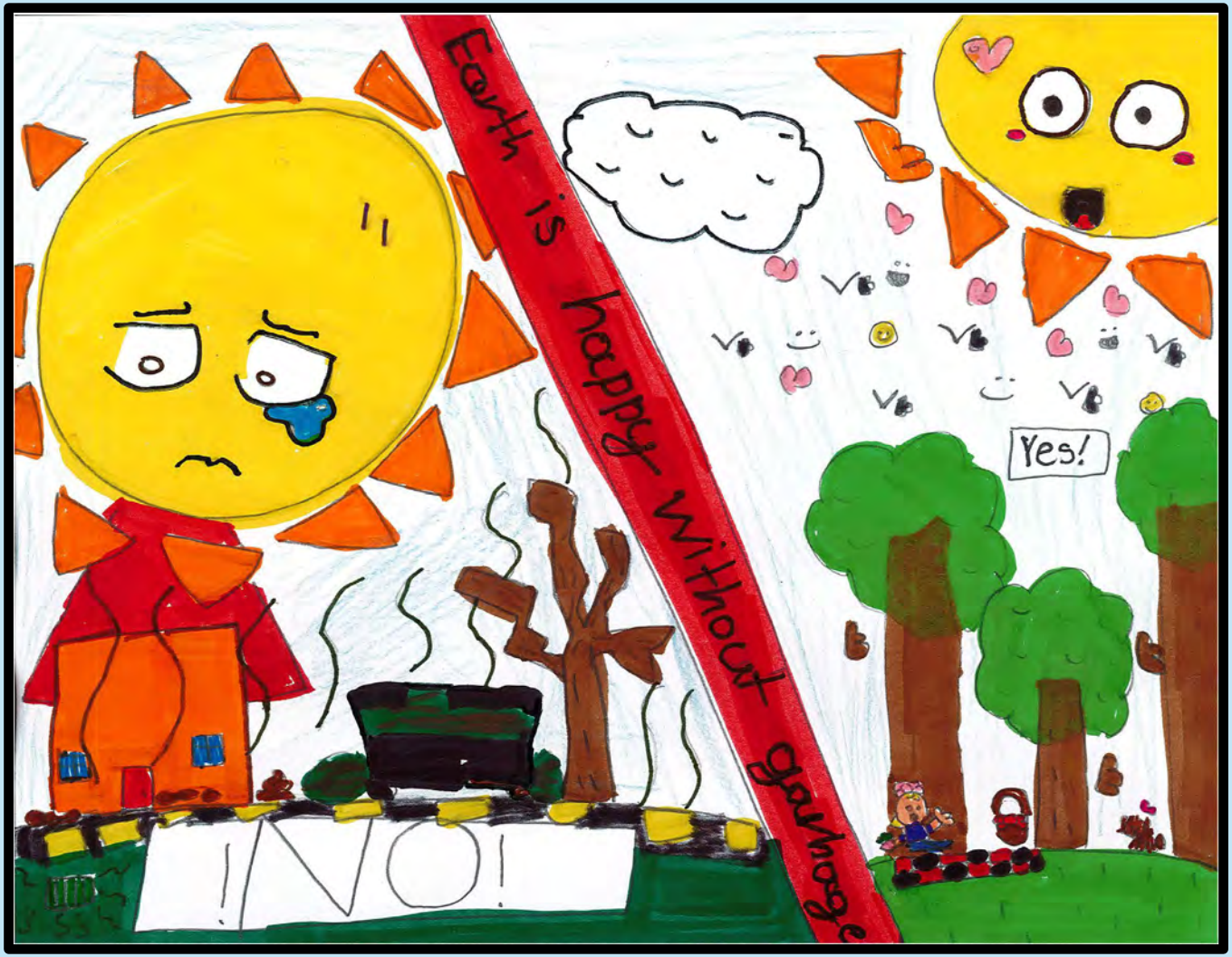
Use less fertilizer and pesticides,

Throw your garbage in the trash,

Wash your car in the grass or gravel

And remember.....

ONLY RAIN DOWN THE DRAIN.



Artwork Courtesy of Serena Aeris Nelson
Tillicum Elementary 3rd Grade

July 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4 Independence Day	5	6 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm Summer Concert	7	8	9	10
11	12	13	14	15	16	17 **SummerFEST** Ft. Steilacoom Park
18	19	20	21	22	23	24
25	26	27 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm Summer Concert	28	29	30	31



Artwork Courtesy of Lilly Lynn LaGasse
Tillicum Elementary 5th Grade

Artwork Courtesy of Sophia Gatica-Ortega
Tillicum Elementary 4th Grade



Only Rain Down The Drain!

If we let only rain down the drain, we can help keep our water clean and free of pollutants.

August 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm Summer Concert National Night Out	4	5	6	7
8	9	10 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm Summer Concert	11	12	13	14
15	16	17 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm Summer Concert	18	19	20	21
22	23	24 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm Summer Concert	25	26	27	28
29	30	31 Ft. Steilacoom Park: Farmers Market 2:00pm-7:00pm Summer Concert				

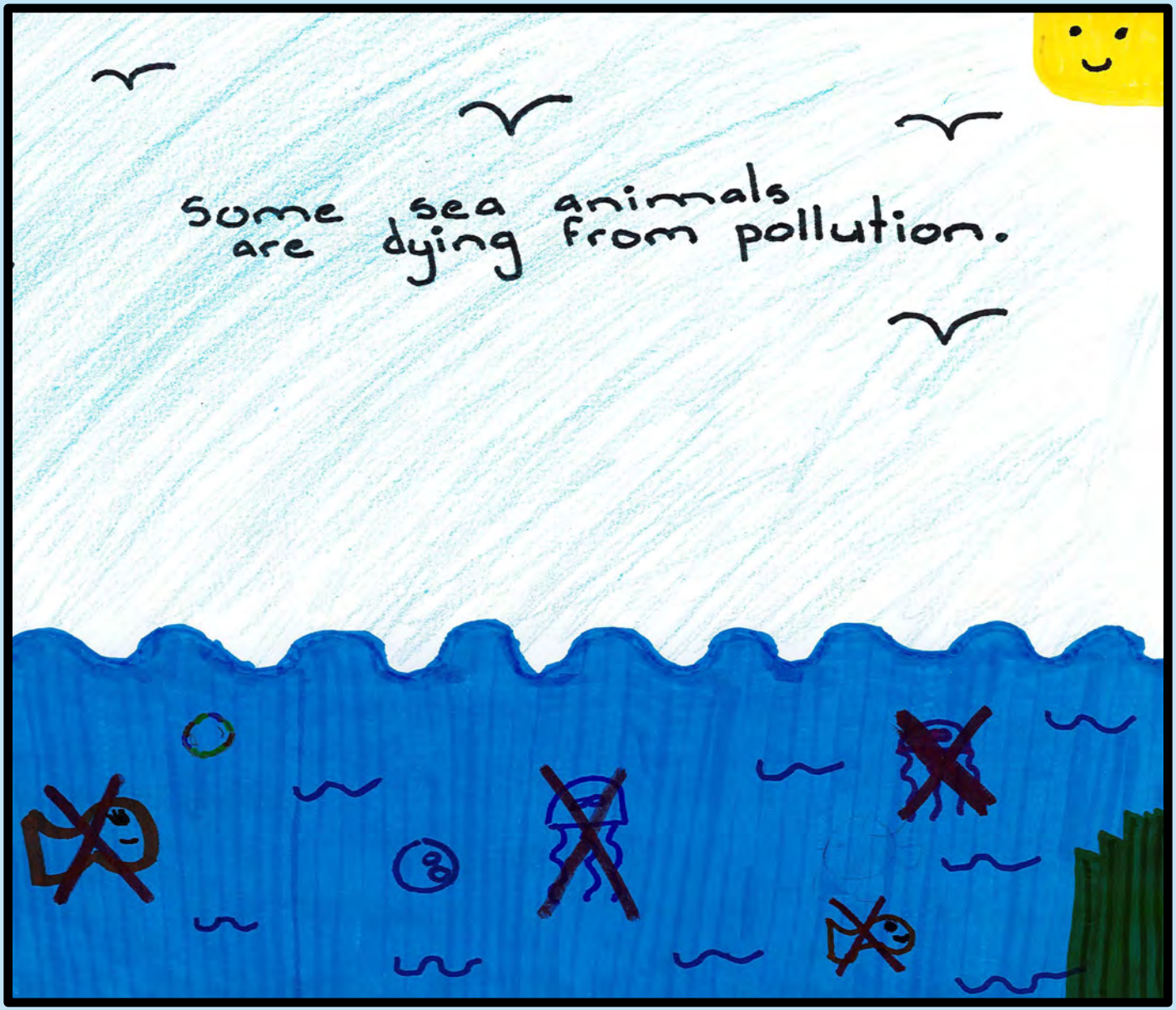


Just "doo" it — be a scoop superhero! Bring a bag on your walk, clean up after your pet, tie the bag tight, and toss it in the trash. It's an easy way to help keep our parks, streams, and Puget Sound clean for people, pets, fish, and wildlife!

Artwork Courtesy of Isabella A Tovar-Talavera, Tillicum Elementary 2nd Grade

September 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 Labor Day	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25 Fiesta de la Familia
26	27	28	29	30		



Artwork Courtesy of Neela Panuel
Tillicum Elementary 3rd Grade

Be a water hero — don't litter! Trash left on streets can wash into storm drains and end up in our streams, lakes, and Puget Sound, where it can hurt fish and wildlife. Toss garbage in the trash and recycle when you can to help keep our waters clean and healthy!

October 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11 Columbus Day	12	13	14	15	16 Truck & Tractor Day Ft. Steilacoom Park
17	18	19	20	21	22	23 Making A Difference Day
24 31	25	26	27	28	29	30



Artwork Courtesy of Olivia Arrieta Bryan
Tillicum Elementary 4th Grade

Artwork Courtesy of Sophia Pambid-Aitchison
Tillicum Elementary 4th Grade



Have you ever wondered where rainwater goes after it hits your roof, yard, driveway and streets? In case you did not know, it flows into storm drains and goes directly into our streams, rivers, lakes and eventually into Puget Sound. The water enters the storm drain and does not go to a wastewater treatment plant.

November 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Daylight Saving Time Ends	2	3	4	5	6
7	8	9	10	11 Veterans Day	12	13
14	15	16	17	18	19	20
21	22	23	24	25 Thanksgiving Day	26	27
28	29	30				



Artwork Courtesy of Zarkeita Lee
Tillicum Elementary 5th Grade

Do your part:

Clean up after your pets,

Maintain your cars – stop them from leaking,

Use less fertilizer and pesticides,

Throw your garbage in the trash,

Wash your car in the grass or gravel

And remember.....

ONLY RAIN DOWN THE DRAIN.

December 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4 Holiday Parade of Lights – City Hall Jingle Bell 5K
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24 Christmas Eve	25 Christmas Day
26	27	28	29	30	31 New Years Eve	



Artwork Courtesy of Emily Jamila Barragan
Tillicum Elementary Kindergarten



Artwork Courtesy of Briamay Marialay Edmond
Lake Louise Elementary 3rd Grade

Pollution Prevention Assistance

We help local businesses for free.

Why we help

Many businesses produce at least small amounts of dangerous waste. Added together and it can mean millions of pounds per year that when managed improperly pollutes our land, air and water. We help small businesses make small changes that make a difference for the health of their employees, community, and local environment.

How we help

- Review and improve your spill prevention practices.
- Recommend best management practices for dangerous waste and stormwater.
- Share ideas to reduce waste and possibly save money.
- Answer questions about environmental regulations.
- Provide financial assistance to help with pollution prevention improvements.

Would you like to be the next business we help?

- Contact the City of Lakewood at (253) 589-2489.
- If outside of the City of Lakewood, contact The Department of Ecology at ecology.wa.gov/PPA.

Pollution Prevention Assistance Partner

DEPARTMENT OF ECOLOGY
State of Washington

PRINTED BY:
POSTNET 17404 Meridian East – Suite F, Puyallup, WA. 98375 (253) 841-8848

LAKEWOOD CITY COUNCIL MINUTES
Monday, November 2, 2026
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499
https://www.youtube.com/user/cityoflakewoodwa
Telephone via Zoom: +1(253) 215-8782
Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 6 – Mayor Paul Bocchi, Deputy Mayor Patti Belle, Councilmembers Ellen Talbo, Michael Brandstetter, Philip Lindholm (virtual) and Ryan Pearson.

Councilmembers Excused: 1 – Councilmember J. Trestin Lauricella.

PLEDGE OF ALLEGIANCE

Mayor Bocchi led the Pledge of Allegiance.

PROCLAMATIONS AND PRESENTATION

Proclamation recognizing November, 2026 as Native American Heritage month.

MAYOR BOCCHI PRESENTED A PROCLAMATION RECOGNIZING NOVEMBER, 2026 AS NATIVE AMERICAN HERITAGE MONTH TO HANFORD MCCLOUD AND JAMES SLAPE, JR., CHAIR, NISQUALLY TRIBAL COUNCIL.

Proclamation recognizing November, 2026 as Veterans Appreciation month.

COUNCILMEMBER BRANDSTETTER PRESENTED A PROCLAMATION RECOGNIZING NOVEMBER, 2026 AS VETERANS APPRECIATION MONTH TO LIEUTENANT COLONEL HENLEY, 2/2 STRYKER BRIGADE COMBAT TEAM.

Recognition of Signal Box Artists.

Mayor Bocchi and Deputy Mayor Belle presented Certificates of Recognition to the 2026 Signal Box Artists Amy Bang, Bri Berge, Brianna Chang, Crystal Chang, Kalliyanah Edwards, Sujung Ha, Lena Chavarin, Khloe Lee Clara Kalich, Evalyn Kim, Layla Kim, June Strader, Miae Tamanglo and Abigail West.

Youth Council Report.

Lucille Belle and Aston Charles, Youth Councilmembers shared that students participated in Truck and Tractor Day, completed an engagement survey and are beginning the process to select a member to submit for the 2027 AWC Quality Community Scholarship.

Clover Park School District Report.

Krissy Kim, Boardmember, Clover Park School District (CPSD) reported that student growth levels and benchmarks are increasing from last year in language arts and math at several schools. She shared that American Education Week is November 16-20, spoke about inclement weather policies and shared that there are opportunities to volunteer in schools. She then spoke about the Golden Clover Program where eligible senior citizens can get free admission at district wide events. Discussion ensued.

PUBLIC COMMENTS

The City Council received written comments in advance from Rebekah Heath and Tricia Parsons.

Lisa Bonifant, Lakewood resident, spoke about tree removal at a Lakewood Water District property, the subjective classifications of trees as non-significant and in support of tree preservation.

Christina Manetti, Lakewood resident, spoke about tree removal at various locations throughout the city and in support of tree preservation.

Christina Manetti, Garry Oak Coalition, spoke about tree removal at a Lakewood Water District property, the tree cutting mitigation calculation and in support of avoidance of impacts to Garry Oak trees.

Ebrahim Mirjalili, Lakewood resident, spoke about the pending 100th Street vacation.

Haley Ivey, Tacoma resident, spoke in support of environmental and tree preservation.

Tichomir Dunlop, Lakewood resident, spoke about the tree cutting mitigation and replacement calculation.

James Dunlop, Lakewood resident, spoke about the mismatch in what the city says and what it does specific to Garry Oak trees, natural environment and climate change.

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

A. Approval of the minutes of the City Council meeting of October 14, 2026.

B. Approval of the minutes of the City Council meeting of October 19, 2026.

C. Approval of claims vouchers, in the amount of $3,804,363.97, for the period of September 30, 2026 through October 15, 2026.

D. Approval of payroll checks, in the amount of $3,426,470.34, for the period of September 16, 2026 through October 15, 2026.

E. Motion No. 2026-77

Authorizing the award of a construction contract to R.L. Alia Co., in the amount of $2,045,453.05, for the Kendrick Street – 111th to 108th and 111th – Bridgeport to 112th project.

F. Motion No. 2026-78

Authorizing the execution of an amendment to the agreement with Sound Transit regarding the Lakewood Station Access Improvement project to add the scope of the City constructing the modifications of the 47th Ave. Bridge over Interstate 5.

G. Motion No. 2026-79

Authorizing the execution of an interagency agreement with the Washington Traffic Safety Commission for the High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols.

H. Motion No. 2026-80

Approving the 2027 Federal Legislative Priorities, State Legislative Agenda, Policy Manual and Pierce County Policy Manual.

****

Councilmember Brandstetter requested Item No. H, Motion No. 2026-80 be removed from the Consent Agenda.

****

COUNCILMEMBER PEARSON MOVED TO ADOPT THE CONSENT AGENDA MINUS ITEM NO. H, MOTION NO. 2026-80. SECONDED BY COUNCILMEMBER BRANDSTETTER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

****

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT MOTION NO. 2026-80. SECONDED BY COUNCILMEMBER PEARSON.

****

COUNCILMEMBER BRANDSTETTER MOVED TO AMEND MOTION NO. 2026-80 AS FOLLOWS:

ON THE STATE LEGISLATIVE AGENDA, UNDER “FULLY FUND PUBLIC DEFENSE”, I PROPOSE TO STRIKE THE FOLLOWING:

"and implement workforce recruitment and retention strategies, including student loan forgiveness, tuition assistance, funded fellowships, and competitive retention incentives. These actions are essential to maintaining a qualified workforce and ensuring the delivery of constitutionally required legal representation.”

ON THE PUBLIC DEFENSE FUNDING ONE PAGE DOCUMENT, I PROPOSE TO STRIKE THE FOLLOWING:

"In addition, the State should invest in public defense workforce recruitment and retention through targeted student loan forgiveness, tuition assistance, fellowships, and other incentives to ensure jurisdictions can meet the new caseload standards and maintain constitutionally required services."

ON PAGE 8 OF THE STATE POLICY MANUAL, UNDER “PUBLIC DEFENSE FUNDING” I PROPOSE TO STRIKE THE FOLLOWING:

"to address workforce shortages and new caseload standards, the State should support student loan forgiveness, tuition reimbursement, funded fellowships, and competitive retention incentives to strengthen recruitment, retention, and delivery of required defense services.”

SECONDED BY COUNCILMEMBER PEARSON. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

****

VOICE VOTE WAS TAKEN ON MOTION NO. 2026-80 AS AMENDED AND CARRIED UNANIMOUSLY.

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

PUBLIC HEARINGS AND APPEALS

This is the date set for a public hearing on the 2027 Property Tax Levy.

Speaking before Council were:

Jan Gee, Lakewood resident, spoke in opposition.

Ebrahim Mirjalili, Lakewood resident, spoke in opposition.

There being no further testimony, the public hearing was declared closed at 8:22 p.m.

This is a date set for a public hearing on the 2026 Year-End Budget Adjustment.

Speaking before Council were:

Ebrahim Mirjalili, Lakewood resident, spoke about enterprise and excise funds.

There being no further testimony, the public hearing was declared closed at 8:26 p.m.

This is the date set for a public hearing on the 2027-2028 Proposed Biennial Budget.

Speaking before Council were:

Ebrahim Mirjalili, Lakewood resident, spoke about balancing the budget.

There being no further testimony, the public hearing was declared closed at 8:31 p.m.

This is the date set for a public hearing on the 2027 Comprehensive Plan, Zoning Map, and Development Regulation Amendment Cycle Docket.

Speaking before Council were:

Michael Cantrell, TCV Lakewood, LLC, 10240 Bridgeport Way SW, spoke in support of amendment no. 2027-20.

Ebrahim Mirjalili, Lakewood resident, spoke about environmental protection and transit.

There being no further testimony, the public hearing was declared closed at 8:46 p.m.

RESOLUTION

Resolution No. 2026-09 Adopting the 2026 Parks, Recreation, Open Space and Trails Legacy Plan.

DEPUTY MAYOR BELLE MOVED TO ADOPT RESOLUTION NO. 2026-09. SECONDED BY COUNCILMEMBER TALBO. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

Resolution No. 2026-10 Establishing a phased strategic redevelopment framework for citywide economic development including regular progress reporting to Council, with the Lakewood Station District as the initial pilot area.

COUNCILMEMBER PEARSON MOVED TO ADOPT RESOLUTION NO. 2026-10. SECONDED BY DEPUTY MAYOR BELLE. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

City Manager Russell shared that the City will coordinate a date for a Ribbon Cutting Ceremony for the Gravelly Lake - Thorne Connector Path and shared that the SSMCP Elected Officials Council will be held on November 5th, the Tillicum Neighborhood Association meeting on November 10, the Downtown Neighborhood on November 11 and the Lake City Neighborhood on November 12th.

CITY COUNCIL COMMENTS

Councilmember Lindholm shared there is an interest from business owners in allowing for food trucks at various locations in the City and requested follow up from his prior inquiry.

Councilmember Talbo shared that there are several vacant corner lots in the Downtown that would be potential locations for food trucks. She shared that she toured the Emergency Food Network distribution warehouse and Lakewood Sister Cities Association will meet on November 5th at City Hall.

Councilmember Pearson shared that the Emergency Food Network Empty Bowls fundraiser is on December 5th from 12 p.m. to 3 p.m. and this week he will attend the SSMCP Elected Officials Council.

Councilmember Brandstetter spoke about a funding request from the Tillicum Community Center and options for considering CBDG funding to support this request and after discussion the City Manager will provide an update on use of these funds. He shared that he will attend the SSMCP Elected Officials Council and a Nisqually event.

Deputy Mayor Belle shared that she attended the Fall Community Clean Up event and the Arts Commission meeting.

Mayor Bocchi shared that he attended the Lakeview Neighborhood Meeting, the Lakeview Hope Academy Trunk or Treat and this week he will attend the SSMCP Elected Official Council.

****

At 9:31 p.m., Mayor Bocchi announced that the City Council will recess into Executive Session for approximately 30 minutes pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. The City Council is not expected to take action following the Executive Session other than to adjourn the meeting.

Attending the Executive Session was Mayor Paul Bocchi, Deputy Mayor Patti Belle, Councilmembers Ellen Talbo, Michael Brandstetter, Philip Lindholm, Ryan Pearson, City Manager Doug Russell and City Attorney Heidi Ann Wachter.

The City Council recessed at 9:32 p.m. At 10:05 p.m., Mayor Bocchi announced that the Executive Session will be extended for an additional 10 minutes. At 10:15 p.m., Mayor Bocchi announced that the Executive Session will be extended for an additional 10 minutes. At 10:25 p.m., Mayor Bocchi announced that the Executive Session will be extended for an additional 5 minutes. At 10:30 p.m., Mayor Bocchi announced that the Executive Session will be extended for an additional 10 minutes. The City Council reconvened at 10:40 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:40 p.m.

_____
PAUL BOCCHI, MAYOR

ATTEST:

_____
BRIANA SCHUMACHER
CITY CLERK

LAKEWOOD CITY COUNCIL
STUDY SESSION MINUTES
Monday, November 9, 2026
City of Lakewood
Council Chambers
6000 Main Street SW
Lakewood, WA 98499
https://www.youtube.com/user/cityoflakewoodwa
Telephone via Zoom: Dial +1(253) 215-8782
Meeting ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 6 – Deputy Mayor Patti Belle, Councilmembers Ellen Talbo (arrived at 7:07 p.m.), Philip Lindholm, Mike Brandstetter, Ryan Pearson (arrived at 7:04 p.m., virtual) and J. Trestin Lauricella.

Councilmembers Excused: 1 – Mayor Paul Bocchi.

ITEMS FOR DISCUSSION:

Municipal Court Update.

Municipal Court Judge Tim Lewis was joined by Alisa Hill, Court Administrator. Judge Lewis shared that the Municipal Court serves the Cities of Lakewood, DuPont and the Town of Steilacoom and in 2025, 25,867 cases were filed of which 23,698 were traffic infractions, 2,169 criminal cases of which 419 were domestic violence and 105 were DUI or impaired driving cases and 94 code enforcement cases. He spoke about Probation Services and Therapeutic Court Programs. Discussion ensued.

Review of 2027 Lodging Tax Funding Recommendations.

Deputy City Manager Tho Kraus reported that the City's last payment for the McGavick Conference Center debt service was paid in 2026 and shared that Lodging Tax funding recommendations total $2.4 Million. She shared that funding recommendations will come forward for approval on November 16th. Discussion ensued.

Review of 2027 Fee Schedule Amendments.

Deputy City Manager Tho Kraus was joined by Jeff Rimack, Planning and Public Works Director and Roxanne Miles, Parks, Recreation and Community Services Director, highlighted the proposed 2027 fee schedule updates. Discussion ensued it is

recommended that the permit fee be adjusted to $140 hourly rate for 2027 and a 50% discount in fees for Lakewood youth baseball and soccer leagues.

Review of Credit and Debit Card Fee Resolution.

Deputy City Manager Tho Kraus shared that the proposed resolution would authorize the City to implement a 2.90% service fee on eligible credit and debit card transactions for payment processing costs.

Review of 2027-2028 Proposed Biennial Budget.

Deputy City Manager Tho Kraus provided a high-level overview of the proposed changes to the original 2027-2028 proposed Biennial Budget. Discussion ensued.

Review of City Hall Council Chambers Audio and Video Upgrades.

Information Technology Manager Victor Lam shared that it is recommended that the City Council authorize execution of an agreement with One Diversified for audio and video upgrades in City Hall Council Chambers. Discussion ensued.

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

1. Presentation of the 2027 Stormwater Prevention Outreach Calendar.
   – Tillicum Elementary School

2. Police Commissioning Ceremony.

3. Approving the 2027 Lodging Tax Funding Recommendations. – (Motion – Consent Agenda)

4. Authorizing the execution of an agreement with Johnson Group for federal governmental relation services. – (Motion – Consent Agenda)

5. Authorizing the execution of an agreement with Gordon Thomas Honeywell Governmental Affairs for state governmental relation services. – (Motion – Consent Agenda)

6. Authorizing the execution of an agreement with One Diversified for City Hall Council Chambers technology upgrades. – (Motion – Consent Agenda)

7. Cancelling the City Council meeting of December 21, 2026. – (Motion – Consent Agenda)

8. This is the date set for a public hearing to consider the partial vacation of approximately 4,246 square feet of the 100th Street SW right-of-way abutting Lake Steilacoom. – (Public Hearings and Appeals – Regular Agenda)

9. Relating to ad valorem property taxes; establishing the amount to be raised in 2027 by taxation on the assessed valuation of the property of the city; and setting the property tax levy rate for 2027. – (Ordinance – Regular Agenda)

10. Amending the 2026 Budget. – (Ordinance – Regular Agenda)

11. Adopting the 2027-2028 Biennial Budget. – (Ordinance – Regular Agenda)

12. Setting the 2027 Fee Schedule. – (Resolution – Regular Agenda)

13. Authorizing a credit and debit card service fee for certain payments made to the City. – (Resolution – Regular Agenda)

14. Approving the 2027 Lakewood Comprehensive Plan, Zoning Map and Development Regulations Amendment Docket. – (Resolution– Regular Agenda)

15. Motion No. 2026-76 Approving the 2027 Human Services Funding Allocations. – (Unfinished Business – Regular Agenda)

16. Pierce Conservation District Update. – (Items for Discussion – Regular Agenda)

17. Camp Murray Master Plan Presentation. – (Items for Discussion – Regular Agenda)

REPORTS BY THE CITY MANAGER

City Manager Russell shared that the Tillicum Woodbrook Neighborhood Association meeting will be held on November 10, 2026 and Lake City Neighborhood Association on November 12, 2026. He shared that a motion cancelling the December 21, 2026 City Council meeting will come forward on November 16, 2026 and spoke about funding for the Tillicum Community Center and it has been requested that a presentation on food truck options be scheduled for a future Council meeting. After discussion, the City Council requested the 2/2 Stryker Brigade Combat Team community dinner be scheduled.

CITY COUNCIL COMMENTS

Councilmember Lauricella shared that he attended a tour of the Emergency Food Network. He shared that this week he will attend the Alliance for Sustainable Climate Action meeting.

Councilmember Pearson shared that this evening he provided remarks at the Clover Park School District Board meeting.

Councilmember Brandstetter shared that this week he will attend the Unified Regional Approach Elected Leadership Group meeting.

Councilmember Talbo shared that she will be late for the City Council meeting of November 16th and shared that she attended the SSMCP Elected Officials Council meeting.

Deputy Mayor Belle shared that she attended the Doing Business with JBLM, Veterans Small Business event and the Lakewood Sister Cities Association meeting.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:44 p.m.

_____
PATTI BELLE, DEPUTY MAYOR

_____
BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:** November 9, 2026	**TITLE:** Lodging Tax Advisory Committee (LTAC) Recommendations Authorizing 2027 Contracts for Tourism. **ATTACHMENTS:** Memo and draft LTAC Retreat minutes as presented to the City Council November 9, 2026.	**TYPE OF ACTION:** __ ORDINANCE __ RESOLUTION _x_ MOTION NO. 2026-81 __ OTHER

SUBMITTED BY: Tho Kraus, Deputy City Manager.

RECOMMENDATION: Authorize the City Manager to enter into 2027 LTAC grant contracts as recommended by LTAC.

DISCUSSION: Please see attached memo and draft LTAC Retreat minutes as presented to the City Council on November 9, 2026.

ALTERNATIVE(S):

1. The City Council may accept or reject any of the LTAC funding recommendations.

   The City Council is not required to fund the full list of recommended recipients and may choose to make awards to some or even none of the recommended recipients, but the City Council may not award funds to any recipient that was not recommended by LTAC.

2. Return the recommendations to the LTAC for further consideration. Under this alternative, the City Council would need to provide direction as to what it desires from the committee.

   The City Council may award amounts different from the LTAC's recommended amounts but only after satisfying the procedural requirement of submitting the proposed change(s) to the LTAC for review and comment at least 45 days before financial action is taken.

FISCAL IMPACT: Recommendations totaling $2,413,743 (details provided in attached memo along with revised table).

Dana Kapla, Assistant Finance Director Prepared by	Doug Russell City Manager Review
Tho Kraus Department Director	

TO: Mayor and City Councilmembers

FROM: Dana Kapla, Assistant Finance Director
Tho Kraus, Deputy City Manager

THROUGH: Doug Russell, City Manager

DATE: November 9, 2026

SUBJECT: Review of 2027 Lodging Tax Funding Allocations

ATTACHMENTS: Draft LTAC Minutes from September 18, 2026 Retreat

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Overview
As authorized under state law, the City of Lakewood has enacted a lodging tax. The City receives a 7% share of the taxes collected by Washington State from lodging-related businesses located within the City.

Of this amount, 4% may be used for tourism promotion or the acquisition, operation, or maintenance of tourism-related facilities. The remaining 3% is restricted to the acquisition, construction, expansion, marketing, management, or financing of convention facilities and major tourism destination attractions serving at least one million visitors per year. The entire 7% may be used for capital purposes.

This memorandum summarizes the Lodging Tax Advisory Committee (LTAC) process, estimated funding available, eligible uses, grant requests, and LTAC's funding recommendations for 2027.

Lodging Tax Advisory Committee
State law requires cities collecting lodging tax to establish a Lodging Tax Advisory Committee (LTAC). The LTAC must have at least five members appointed by the City Council:

- One elected official from the City, who serves as Chair; and
- Two members representing businesses required to collect the tax; and
- Two members representing entities eligible to receive lodging tax funding.

There is no maximum membership, provided the number of representatives from each category remains equal. Current members are:

Chair	Represent Businesses Authorized to Collect the Tax	Represent Entities Authorized to Receive Funding
Mayor Jason Whalen	Jarnail Singh Comfort Inn & Suites	Dean Burke Travel Tacoma-Mt Rainier Tourism & Sport
	Alana Ball Best Western Lakewood	Linda Smith Lakewood Chamber of Commerce

One of LTAC's primary responsibilities is to review applications for lodging tax funds. LTAC evaluates requests through a public process and submits funding recommendations to the City Council. The Council may approve or reject any recommendation but cannot add new recipients or modify award amounts without returning the proposals to LTAC for further review.

2026 Estimated Funds Available for 2027 Grant Awards

	Restrictions on Use		
	4%	3% (Restricted)	
Total Estimated Funding Available for 2027 Grant Awards	Reserved for tourism, promotion, acquisition of tourism related facilities, or operation of tourism related facilities.	Reserved for acquisition, construction, expansion, marketing, and management of convention facilities.	**Total**
Estimated Ending Balance, 12/31/2026	$869,806	$1,543,943	$2,413,749
Total	**$869,806**	**$1,543,943**	**$2,413,749**

Grant Requests

On July 27, 2026, the City solicited proposals for 2027 lodging tax funding. A total of 19 proposals were received, requesting $3,429,9 in combined funding.

2026 Grant Award Recommendations

LTAC members received all completed applications on August 17, 2026, and held a public meeting on September 7, 2026, to hear presentations from applicants. The committee evaluated each proposal using the following criteria:

- Funds available
- Past performance
- Ability to attract tourism, particularly from outside the 50-mile radius
- Strength of the applications
- City of Lakewood's desire to retain dollars for future capital project(s)

Below are the Lodging Tax Advisory Committee's Recommendations:

2026 Requests for 2027 LTAC Grant Funds	Total Project	Funding Request			Recommended Funding		
Applicant	Cost	Non-Capital	Capital	Total	Non-Capital (4%)	Capital (3%)	Total
Grave Concerns Association	$ 23,000	$ 18,000	$ -	$ 18,000	5,000	-	5,000
Historic Fort Steilacoom Association	14,000	12,000	-	$ 12,000	9,000	-	9,000
Asia Pacific Cultural Center	42,600	15,000	-	$ 15,000	15,000	-	15,000
Visit Tacoma-Pierce County	4,007,992	125,000	-	$ 125,000	125,000	-	125,000
Lakewold Gardens	255,000	255,000	-	$ 255,000	100,000	-	100,000
Lakes Cross County Booster Club	18,000	18,000		$ 18,000	18,000	-	18,000
Lakewood Chamber of Commerce	150,000	150,000	-	$ 150,000	135,000	-	135,000
Lakewood Sister Cities Association	43,500	42,000	-	$ 42,000	25,000	-	25,000
Lakewood Playhouse	238,364	200,000	-	$ 200,000	50,000	-	50,000
Lakewood Historical Society & Museum	80,600	50,900	-	$ 50,900	24,300	-	24,300
Tacoma Country & Golf Club	688,500	75,000		$ 75,000	20,000	-	20,000
Commencement Bay Rowing Club	20,000	5,000		$ 5,000	5,000	-	5,000
City of Lakewood - SummerFEST	340,000	280,000	-	$ 280,000	229,000	-	229,000
City of Lakewood - Farmers Market	93,000	78,000	-	$ 78,000	33,500	-	33,500
City of Lakewood - Summer Concerts -	51,000	36,000	-	$ 36,000	36,000	-	36,000
City of Lakewood - Street Festival in the	18,000	10,000	-	$ 10,000	5,000	-	5,000
City of Lakewood - Fiesta de la Familia	60,000	35,000	-	$ 35,000	25,000	-	25,000
City of Lakewood - MLK Beloved	35,000	25,000	-	$ 25,000	10,000	-	10,000
City of Lakewood - FSP H-Barn Renovation	12,000,000	-	2,000,000	$ 2,000,000	-	1,543,943	1,543,943
	$ 18,178,556	**$ 1,429,900**	**$ 2,000,000**	**$ 3,429,900**	**869,800**	**1,543,943**	**2,413,743**
				2027 Available funds =>	**$ 869,806**	**$ 1,543,943**	**$ 2,413,749**
				Ending Balance =>	**$ 6**	**$ -**	**$ 6**

Next Step

On November 16, 2026, the City Council will be requested to authorize the City Manager to enter into service contracts for the provision of tourism services in 2027.

The City Council may:

1. Accept or reject any of the LTAC funding recommendations;

   The City Council is not required to fund the full list of recommended recipients and may choose to make awards to some or even none of the recommended recipients, but the City Council may not award funds to any recipient that was not recommended by LTAC.

2. Return the recommendations to the LTAC for further consideration. under this alternative, the City Council would need to provide direction as to what it desires from the committee; or

   The City Council may award amounts different from the LTAC's recommended amounts but only after satisfying the procedural requirement of submitting the proposed change(s) to the LTAC for review and comment at least 45 days before financial action is taken.

City of Lakewood

LODGING TAX ADVISORY COMMITTEE (LTAC)
MINUTES

Friday, September 18, 2026
Council Chambers (and via Zoom)

CALL TO ORDER
Chair Mayor Paul Bocchi called the meeting to order at 8:47 a.m.

ROLL CALL (Committee members announced their presence)
Members present: Lakewood Mayor Paul Bocchi, Chair; Alana Ball, Best Western Lakewood, Jarnail Singh, Comfort Inn & Suites (online), Dean Burke, Visit Tacoma-Pierce County, Linda Smith, Lakewood Chamber of Commerce.

Members Absent: None

City staff present: Dana Kapla. Assistant Finance Director, and Joanna LaVergne, Administrative Assistant.

PUBLIC COMMENTS - None

MEETING MINUTES APPROVAL - The Committee approved the May 5, 2025 and September 5, 2025 LTAC meeting minutes. Both motions passed unanimously. (00:00:18)

2026 GRANTS STATUS & FUND BALANCE – Dana Kapla, Assistant Finance Director.
Ms. Kapla stated the 2026 projected revenue is $1,351,250, and the estimated the projected fund balance at 12/31/2026 is $2,413,749. From that, $869,806 is reserved for Reserved for tourism, promotion, acquisition of tourism related facilities, or operation of tourism related facilities, and $1,543,943, is reserved for acquisition, construction, expansion, marketing, and management of convention facilities. (00:00:55)

Committee members discussed the need to develop formal scoring criteria and schedule future policy meetings to improve consistency, equity, and governance in the lodging tax grant process.

2027 GRANT PROPOSAL PRESENTATIONS (00:07:37 – 05:51:56)

Grave Concerns Association – Laurel Lemke, Chairperson
Ms. Lemke provided an overview of the Western State Hospital Grave Concerns Association, including its history, mission, vision, and guiding principles. She discussed the organizations the Association works with to place grave markers and medallions, reviewed how prior lodging tax funding was used, and presented information regarding the Association's 2027 funding request. A brief discussion followed. (00:07:37)

Historic Fort Steilacoom Association (HFSA) – Walter Neary, Board Secretary.
Mr. Neary provided an overview of the Fort Steilacoom Historic District and acknowledged the area's connection to the Coast Salish peoples and the complex history of the U.S. Army fort. He discussed the Association's historic preservation initiatives and the importance of continued government support for its work. (00:18:20)

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Asia Pacific Cultural Center (APCC) - Faaluaina Pritchard, Executive Director
Ms. Pritchard presented APCC's proposal for the 17th Annual Samoa Cultural Week in 2027. She discussed the event's focus on preserving and sharing Samoan culture and described the planned three-day celebration, including a Community Dinner & Awards, Samoa Youth Night, and the Tanoa Festival. The presentation also addressed cultural performances, community education, and engagement with the region's Pacific Islander community. (00:28:02)

Tacoma-Pierce County Tourism Authority - Dean Burke, President/CEO
Mr. Burke presented an overview of regional tourism marketing efforts and described how visitor and market data are used to target audiences and promote regional attractions. He discussed the role regional events and venues play in generating hotel demand, including lodging activity in Lakewood. (00:41:24)

Lakewood Chamber of Commerce – Tourism - Linda Smith, President/CEO
Ms. Smith presented the Chamber's request for $150,000 to serve as the City's tourism and visitor services partner. She discussed operation of the seven-day-a-week Visitor Information Center and development of the SEE Lakewood digital magazine and website to promote Lakewood businesses, attractions, and lodging (SEELakewood.com). (00:56:11)

Lakewold Gardens – Justin Henderson, Executive Director and Lead Horticulturist
Mr. Henderson provided an overview of Lakewold Gardens, a 10-acre historic nonprofit public garden in Lakewood that welcomes approximately 18,000 visitors annually. He highlighted recent improvements, including restoration of the carriage house, a new accessible entrance and garden paths, and refreshed garden designs. He also reviewed year-round events and programs, including Pour in the Park, Winter Glow, Fairy Fest, All Hallows, art exhibits, concerts, weddings, and educational field trips, as well as community-access programs such as Blue Star Museums, Tacoma Public Library passes, and pay-what-you-can admission on the third Thursday of each month. (01:26:40)

The Lakes Cross Country Booster Club – Peter Johnson
Mr. Johnson presented the Club's proposal and discussed the regional tourism impact of its large-scale running events. He reported that the primary 2026 event was expected to host approximately 3,900 runners from 117 teams, with many participants traveling from outside the area and using local lodging. He also discussed the Club's support of other regional races, including the Westside Classic and John Payne Hoka, and the role youth athletic events play in generating visitor activity and hotel stays. (01:50:30)

City of Lakewood PRCS – Fort Steilacoom Park H-Barn Renovation – Roxanne Miles, Parks and Recreation, and Gretchen Hayes, Special Event Coordinator
Ms. Miles presented the funding request for renovation of the H-Barn, a key component of the Fort Steilacoom Historic District. The project would restore the historic barn, formerly used as an agricultural facility for Western State Hospital, and adapt it into an indoor gathering and event space. She reported that the project received an initial $2 million allocation in the prior year and was in the 30 percent design phase. Planned improvements include multi-functional indoor and outdoor areas, an open-air pavilion, and a plaza intended to support regional special events, conferences, farmers markets, master gardener workshops, and other community activities. (02:14:07)

Lakewood Sister Cities Association — International Festival - Connie Coleman-Lacadie, President
Ms. Coleman-Lacadie discussed the Association's participation in SummerFEST and its efforts to strengthen international relationships by hosting delegations and cultural performers from Lakewood's sister cities. She noted that SummerFEST drew approximately 47,000 attendees this year. The 2027 request would support

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cultural programming, delegation support, and community engagement associated with the festival. (02:33:43)

RECESS – The Committee recessed for lunch and subsequently reconvened. (02:46:04)

Lakewood Playhouse – Joseph Walsh, Producing Artistic Producer/Director; Deana Crossen, Treasurer; Darryin B. Cunningham, Interim Producing Artistic /Producer/Director.
Mr. Walsh, Mr. Cunningham, and Ms. Crossen presented the Playhouse's grant proposal and discussed its role as a community gathering place for artistic expression and connection. They highlighted inclusive programming, including the Performer Sandbox for adults with developmental disabilities, and recognition received from Sound on Stage. The request would support organizational stability, expanded programming, and infrastructure improvements, including development of an outdoor "Secret Garden" space for community productions and educational outreach. (03:42:10)

Lakewood Historical Museum – Glen Spieth, Vice President
Mr. Spieth reviewed the Museum's year-round programming, including historical film screenings, lectures, and exhibits such as the Lakewood Fire Department history display. He discussed recent audiovisual upgrades to the 70-seat presentation room, ongoing digitization of historical newspapers including the Lakewood Log, and installation of historical bronze markers throughout the community, with 22 currently in place. He also noted the Museum's need for additional volunteers, docents, and board members and its exploration of potential expansion into upstairs space to display more of its collection. (04:06:03)

Tacoma Country & Golf Club – Ben Edwards, General Chair and COO; and Paul Winsley, Chair tournament committee member and past president
Mr. Edwards and Mr. Winsley presented preparations for the 9th U.S. Senior Women's Open Championship in 2027 and discussed the Club's 130-year history in Lakewood. The Club requested $75,000 in lodging tax funds for championship-related expenses, including marketing, equipment rentals, and volunteer coordination. Committee discussion addressed the amount requested in relation to projected hotel room nights within Lakewood and the potential for lodging activity in neighboring communities. The presenters discussed responsible stewardship of grant funds, use of local vendors where possible, and opportunities to showcase Lakewood to a national audience. (04:20:02)

City of Lakewood PRCS – Various Events – Roxanne Miles, Parks and Recreation Director and Gretchen Hayes, Special Event Coordinator.

- **Summerfest:** Presentation described the City's largest festival, with estimated attendance of 57,000, and discussed its tourism and economic impact on vendors and local businesses. (05:12:01)
- **Farmers Market:** Presentation reported approximately $660,000 in sales and described the weekly market, held Tuesdays from May through fall, as a regional draw. They noted survey information indicating that 50 percent of non-resident attendees identified the market as a primary or strong secondary reason for visiting Lakewood. (05:21:46)
- **Summer Concert Series:** Presentation reviewed the nine-concert series held in conjunction with the Farmers Market and discussed its role in extending visitor stays, supporting local dining and vendor sales, and generating social media engagement. (05:27:32)
- **Street Festival in the Plaza:** Presentation described the May event as a kickoff to the summer season intended to activate the downtown plaza and strengthen connections with downtown businesses. (05:31:02)
- **Fiesta de la Familia:** Presentation discussed the September event's focus on engaging the Latino community, its regional draw, and partnerships with cultural organizations and public media. (05:36:01)

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- **MLK Beloved Community:** Presentation reviewed the February event and its expansion beyond a single day to include year-round workshops and youth-focused art receptions centered on the concept of the "beloved community." (05:40:06)

A brief discussion followed. (05:46:40)

GRANT FUNDING DECISIONS (06:09:17)
The Committee reviewed the 2027 grant requests and available lodging tax resources. Total non-capital requests exceeded available non-capital funding by approximately 64 percent. Members discussed the tourism and lodging impacts of the proposals, regional tourism services, anticipated room-night generation, and reductions needed to bring recommendations within available funding.

Committee Member Dean Burke moved to recommend FY2027 non-capital lodging tax funding totaling $869,800 as reflected in the attached recommendation schedule. Committee Member Alana Ball seconded the motion. The motion passed unanimously.

Committee Member Dean Burke moved to recommend FY2027 capital lodging tax funding totaling $1,543,943 as reflected in the attached recommendation schedule for H-Barn. Committee Member Linda Smith seconded the motion. The motion passed unanimously.

Committee members reiterated the importance of implementing a formal scoring system before the next funding cycle and agreed that future meeting(s) would be scheduled to discuss the grant evaluation process.

LAKEWOOD LODGING TAX ADVISORY COMMITTEE RECOMMENDATIONS

2026 Requests for 2027 LTAC Grant Funds	Total Project Cost	Funding Request			Recommended Funding		
Applicant		Non-Capital	Capital	Total	Non-Capital (4%)	Capital (3%)	Total
Grave Concerns Association	$ 23,000	$ 18,000	$ -	$ 18,000	5,000	-	5,000
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Lakewood Chamber of Commerce	150,000	150,000	-	$ 150,000	135,000	-	135,000
Lakewood Sister Cities Association	43,500	42,000	-	$ 42,000	25,000	-	25,000
Lakewood Playhouse	238,364	200,000	-	$ 200,000	50,000	-	50,000
Lakewood Historical Society & Museum	80,600	50,900	-	$ 50,900	24,300	-	24,300
Tacoma Country & Golf Club	688,500	75,000		$ 75,000	20,000	-	20,000
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City of Lakewood - Summer Concerts -	51,000	36,000	-	$ 36,000	36,000	-	36,000
City of Lakewood - Street Festival in the	18,000	10,000	-	$ 10,000	5,000	-	5,000
City of Lakewood - Fiesta de la Familia	60,000	35,000	-	$ 35,000	25,000	-	25,000
City of Lakewood - MLK Beloved	35,000	25,000	-	$ 25,000	10,000	-	10,000
City of Lakewood - FSP H-Barn Renovation	12,000,000	-	2,000,000	$ 2,000,000	-	1,543,943	1,543,943
	$ 18,178,556	**$ 1,429,900**	**$ 2,000,000**	**$ 3,429,900**	**869,800**	**1,543,943**	**2,413,743**
				2027 Available funds =>	**$ 869,806**	**$ 1,543,943**	**$ 2,413,749**
				Ending Balance =>	**$ 6**	**$ -**	**$ 6**

ADJOURNMENT - Chair Mayor Paul Bocchi adjourned the meeting at 4:19 p.m.

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For the full video of this meeting go to the City of Lakewood YouTube channel and visit the following link: https://www.youtube.com/live/lXCzqEAw2Zg?si=dJGql0aZ7Q3NMz2Y

Preparation Note: These minutes were prepared by City staff with the assistance of artificial intelligence (AI) tools for transcription, summarization, and/or editing. City staff reviewed and verified the final minutes for accuracy.

_____ _____

Dana Kapla, Asst. Finance Director (Preparer) Mayor Paul Bocchi, Chair

DRAFT

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:** November 9, 2026	**TITLE:** Authorizing the execution of an agreement with One Diversified, in the amount of $222,349.26, for City Hall Council Chambers Technology Upgrades. **ATTACHMENTS:** **Contract**	**TYPE OF ACTION:** _ ORDINANCE NO. _ RESOLUTION NO. _ MOTION NO. 2026-82 _ OTHER

SUBMITTED BY: Victor Lam, Information Technology Manager

RECOMMENDATION: It is recommended that the City Council authorize the execution of an agreement with OneDiversified for City Hall Council Chambers Technology Upgrades.

DISCUSSION: The proposal will modernize the Council Chambers technology infrastructure to improve the quality, reliability, and accessibility of public meetings. The existing audio/video systems have reached the end of their useful life and require increasing maintenance. The project includes the replacement of aging audio equipment, installation of new high-definition cameras, upgraded control equipment, and integration of these components into a modern, reliable system designed to support in-person and hybrid meetings.

In addition to the equipment upgrades, the proposed agreement includes a five-year support agreement to ensure the continued performance, security, and reliability of the system. The support agreement provides ongoing preventive maintenance, software updates, technical support, and timely repair or replacement of covered components, reducing the risk of service disruptions during public meetings and extending the operational life of the City's investment.

Approval of this contract will provide a comprehensive solution that improves meeting operations, enhances public engagement, and ensures long-term system sustainability.

ALTERNATIVE(S): The City Council could decline approval of this agreement or amend the scope of the agreement.

FISCAL IMPACT: The fiscal impact is $222,349.26.

Victor Lam Prepared by	Doug Russell City Manager Review
Tho Kraus Department Director	

TECHNOLOGY CONSULTANT CONTRACT FOR LAKEWOOD CITY COUNCIL CHAMBERS AUDIO/VIDEO UPGRADES

This Technology Consultant Contract ("Agreement"), made and entered into this _____day of _____, 2026, by and between the City of Lakewood, a Washington municipal corporation ("City"), and One Diversified, LLC. ("Consultant"). The City and Consultant (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

CONSULTANT: ONE DIVERSIFIED LLC	**CITY OF LAKEWOOD:**
Address: 37 Market Street Kenilworth, NJ 07033 Attn: Wayland Cossey Phone: 206-226-2377 Email: wcossey@onediversified.com	6000 Main Street SW Lakewood, WA 98499 Attn: Victor Lam Phone: 253-589-2489 Email: vlam@cityoflakewood.us

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than February 1, 2027 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

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

3. TERMINATION. Either party may terminate this Agreement, for breach of material obligations of this Agreement, upon providing the other party 30 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Consultant fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

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

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

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

5. INDEMNIFICATION.

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

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

City Indemnification / Hold Harmless. The City shall defend, indemnify and hold the Consultant, its officers, officials, employees, agents and subcontractors harmless from claims, injuries, damages, losses or suits, including attorney fees, brought or asserted by a third party and arising out of or resulting from the negligent acts, errors or omissions of the City in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Consultant.

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

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

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

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

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

a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.

b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent Consultants or Contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Technology Errors & Omissions (E&O).

e. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Public Entity confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Public Entity, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Public Entity data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Public Entity or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

f. Professional Liability insurance appropriate to the Consultant's profession.

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

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

b. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

c. Professional Technology Errors & Omissions (E&O) shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

d. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than $2,000.000 per claim $2,000,000 policy aggregate for network security and privacy coverage, $100,000 per claim for regulatory action (fines and penalties), and $100,000 per claim for event management services.

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

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

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

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

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

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

6.10 Safeguarding of Personal Information. The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in

the Agreement.

The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

The Consultant and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Public Entity or as otherwise authorized by law.

The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Consultant shall make the Personal Information available to amend as directed by Public Entity and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors. Consultant shall certify its return or destruction upon expiration or termination of the Agreement and the Consultant shall retain no copies. If Consultant and Public Entity mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Consultant shall notify Public Entity in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Consultant shall take necessary steps to mitigate the harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Public Entity. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

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

7. WORK PRODUCT. All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Consultant while performing the Work shall belong to the City upon delivery; provided, however, that any intellectual property, materials, tools, software, methodologies, know-how, templates, documentation, data, inventions, or other materials owned or developed by Supplier before the effective date of this Agreement, or developed independently of this Agreement, shall remain the property of the Consultant, notwithstanding their use in performing the Work. The Consultant shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Consultant shall be delivered to the City.

8. BOOKS AND RECORDS. The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds

paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

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

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

12. GENERAL PROVISIONS.

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

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

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

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

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

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

12.6 EXCEPT FOR A PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS, REVENUE OR SAVINGS, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY STATEMENT OF WORK HEREUNDER. FURTHER, EXCEPT FOR DIVERSIFIED'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES SHALL DIVERSIFIED'S AGGREGATE CUMULATIVE LIABILITY UNDER ANY STATEMENT WORK HERETO, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AVERAGE AMOUNT ACTUALLY PAID UNDER THE APPLICABLE AGREEMRNT OVER A TWELVE (12) MONTH PERIOD. CITY ACKNOWLEDGES THAT THE FEES PAID BY IT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT DIVERSIFIED WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. Additionally, the limitation of liability should expressly exclude the City's obligation to pay all fees and other amounts that are due and

payable under the Agreement.

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

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

Date: Date:

CITY OF LAKEWOOD ONE DIVERSIFIED:

_____ _____

Doug Russell, City Manager

ATTEST:

_____

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Wachter

Heidi Ann Wachter, City Attorney



CITY OF LAKEWOOD COUNCIL CHAMBERS AV PROPOSAL-DIVERSIFIED

October 30, 2026

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

QUO-118812-Q9M0G0
Proposal Valid for 30 days
Governed by Terms of WA STATE AV CONTRACT #00224

City of Lakewood WA
Victor Lam
IT Manager

Subject: **City of Lakewood Council Chambers AV Upgrade**

Victor,

Diversified appreciates the opportunity to provide a proposal for the AV Upgrade of the City of Lakewood's Council Chambers space. With 30 years of AV Integration Experience in the Seattle/Tacoma area, Diversified's local teams of installers, engineers, and PM's will take great care to ensure that this project is delivered with excellence. We have recently completed a similar council chambers project at Clark County and are currently installing another in Renton, WA.

We have provided a full upgrade to the Council Chambers focused on audio enhancements including a new audio, cameras, and control while reusing some equipment in the room. Additionally, at your request we have provided a 5-year Support Agreement (Paid Annually).

We look forward to serving the City of Lakewood and to providing these upgrades for your Council Chambers space. Cordially.

Sincerely,

Wayland Cossey
Strategic Account Executive-Workplace Modernization
Advanced Visual Environments
M 206.226.2377
652 Industry Dr. Tukwila, WA 98188
wcossey@onediversified.com

CORPORATE PROFILE

Legal Entity Name:	One Diversified, LLC
Corporate Headquarters:	37 Market Street Kenilworth, New Jersey 07033 (908) 245-4833 (908) 245-0011 (Fax)
Website:	www.onediversified.com
Year Established:	1993
Number of Employees:	2,400
Federal Tax ID:	42-1617340
DUNS:	14-414-5443
DUNS Rating:	4A2
Cage Code:	3T0D9
NAICS:	238210, 334112, 334220, 334290, 334310, 334419, 541330, 541511, 541512, 541519, 541618, 541990, 811213
Project Contact Information:	**Wayland Cossey** Strategic Account Executive-Workplace Modernization Advanced Visual Environments **M** 206.226.2377 652 Industry Dr. Tukwila, WA 98188 wcossey@onediversified.com



Emerging Technology & Solutions

Our emerging technology and solutions practice guides, informs and empowers clients in leveraging contemporary practices to improve their operations and continually strengthen their business.

- Leverage a matrixed team of experts to analyze your business, operation and technologies
- Develop a strategy to align tactical operations against strategic business goals
- Specify problem-solving tools & methods and develop a plan for successful execution



Digital Signage

A full-service managed network provider of digital communication solutions offering state-of-the-art monitoring and management of our clients' infrastructure data. Applications include:

- Advertising Networks & Retail Branding
- Data Visualization
- Digital Directories & Menus
- IPTV
- Meeting Room Signs
- Transportation Reader Boards
- Workplace Digital Signage





Global Services

Diversified not only provides the subject matter experts and professional services methodology required for success and technology adoption but also, follow the sun operations for remote support and dispatch via our 24/7 Global Service Center and five regional network operation centers located across the world.

Even more importantly, our Global Services are powered by IT Service Management™ (ITSM) and IT Infrastructure Library™ (ITIL) service delivery supply chain best practices—meaning you can rest assured your experience will be reliable and consistent no matter where you may be located. Areas of Expertise:

- Broadcast/Production Media Networks
- Command & Control Applications
- Consultancy – Business Management and Technology
- Cybersecurity
- Digital Signage & IPTV
- Electronic Security
- Enterprise Networking
- Internet of Things (IoT)
- Media Workflow
- Unified Communication & Collaboration
- Webcasting



Electronic Security

Our security experts will help you identify your vulnerabilities and implement the right mix of security strategies and solutions—on-premises or in the cloud. Applications include:

- Access Control
- Active Shooter Detection
- Facial Recognition
- Intrusion Detection
- Monitoring and Data Analytics
- Video Surveillance



Government Solutions

We understand the unique challenges and requirements of government customers and have successful past performance within numerous intelligence and civilian agencies.

- Secure multiple classification AV systems
- Conference rooms, video walls and operation centers
- AV support, maintenance services and 24/7 help desk
- Unified communications classified / unclassified
- IT infrastructure build-out and modernization



Information Technology

We partner with clients to drive business outcomes by creating agile technology infrastructures, turning information into meaningful data, and driving intelligence into the network. Engaging our design/build services, 24/7 support and managed services gives you peace of mind knowing your infrastructure is monitored, fully operational and data enabled. Applications include:

- Cybersecurity
- Data Center
- Internet of Things (IoT)
- Mobility
- Networking



Media & Entertainment

Our award-winning team understands the real-world application of technology, which informs each client engagement from consulting and design to construction, service and management. Our solutions and services enable clients to achieve the highest performance levels and exceed their business objectives. Applications include:

- Live & Studio Production
- Media Workflow Services
- Mobile Production
- Performance Technology
- Post-Production & Creative
- Real-time & On-demand Program Origination
- Traditional & OTT Delivery Platforms



Medical Innovation

Empowering Care Provider Teams to optimize workflow, increase efficiency and focus on Patient Care by providing real-time information to geographically dispersed resources, enabling collaboration and visualization across the ecosystem.

- Operating Room Integration
- Hybrid OR Integration
- Interventional Procedure Suite Integration
- Clinical Team Communication & Coordination Tools
- Clinical Team Collaboration Tools



Mission Critical

Provides turnkey, design-build for command and control facilities that allow operators to instantaneously disseminate critical data, accelerating response times through enhanced situational awareness. Applications include:

- 911 Centers
- Command and Control Centers
- Dispatch Centers for Power, Water & Gas
- Distribution Control Rooms
- Emergency Operation Centers
- Network Operation Centers
- Security Operation Centers
- Traffic Management Centers



Sports & Live Events

From outside broadcast (OB) vehicles and site-specific broadcast control rooms to digital signage, electronic security and sound reinforcement, our sports and live events experts offer a comprehensive playbook of solutions to create an engaging fan experience. Applications include:

- Audio Visual and IPTV
- Digital Signage
- IT Solutions
- LED Displays
- Outside Broadcast Vehicles
- Sound Reinforcement
- Video Control Rooms (HD/UHD/IP)

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SCOPE OF SERVICES

INTEGRATION PROCESS

Diversified follows a comprehensive procedure to ensure accurate and timely delivery of integrated technology systems. The procedure, which is divided into nine distinct phases, places a strong emphasis on verification and preparation as these tasks are essential to ensuring a successful outcome.



Procedural Phase Descriptions:

1. ***Design Review*** - The submittal and/or review process of reviewing the project scope and verifying that the components and systems to be installed, and the methods/details of installation, are consistent with the design intent and systems specifications.
2. ***Staging/Site-Preparation*** - Staging and site-preparation are two distinct processes, but they occur at the same time. Staging is the process of completing in-house tasks to connect, configure, update, program, and test as many system capabilities/components as appropriate to discover early issues and minimize on-site time. Site-preparation is the process of performing site surveys, attending construction meetings, and completing preliminary rough-in work. Both processes are crucial to delivering quality systems on time and ready for use. May include initial software upload/configuration efforts as appropriate.
3. ***Installation*** - The main installation effort which encompasses equipment delivery, installation, cabling, and connectivity as well as installed cabling testing.
4. ***Device Configuration*** - The process of adjusting initial device settings required for proper operation of each component. Typically includes level settings, operational modes, addressing, EDID settings, etc. May include initial software file upload/config as needed.
5. ***Self-verification Testing*** - The process of testing each analysis system/tool to ensure it can accurately measure the intended system parameter.
6. ***Systems Pre-verification Testing*** - The process of verifying, prior to optimization, that the components have been installed properly, devices are operating properly, and the environmental conditions are appropriate for the installed systems and components.
7. ***Optimization and Software*** - The process of loading software files and performing device configuration, calibration, alignment, and adjustments to optimize the performance of the system and components for the stated design objectives.
8. ***Systems Post-verification Testing*** - The process of verifying, following optimization, the performance of the systems against the stated design objectives.
9. ***Training and Acceptance*** - The final project stage, involving closeout document delivery, on-site training, and owner acceptance of the provided systems and services.

EXCLUSIONS AND ASSUMPTIONS

Unless otherwise specifically in this Scope of Work, the following are not included and therefore excluded from this proposal without written acceptance by both parties as a quoted Change Order to the Scope of Work. Additional scope may be incorporated in the current project timeline or executed after the base proposal is completed. Examples include any installation, functionality, programming, or aspect not specifically detailed within the Scope of Work such as:

1. Additional control or user interface programming
2. Additional signal routing, presets, macros, or outputs
3. Additional configuration or settings
4. Access or control of full device feature set if not used specifically in above Scope of Work and User Interface
5. Audio tuning and balancing of acoustical spaces beyond industry acceptance testing
6. Environmental controls, shades, lighting, HVAC
7. Provision and/or installation of conduits, raceways, back-boxes, sleeves, core-drilling, and supports for cabling or raceways unless specifically mentioned in the SoW above.
8. Conduit end waterfall spillways, floor boxes, floor box metal/specialty covers, specialty wall boxes and covers, AV back-boxes and covers
9. Plywood fire-retardant backboards, fire-blocking or conduit/raceway plugs, Fire Alarm System connections, ground cables from MTGB to TGB in MDF/BDF and/or IDF's, power for AV racks/cabinets
10. AV Equipment/Hardware and software integration that is Owner Furnished
11. Modifications to AV Furniture and furniture used by AV equipment including, but not limited to, cutting and millwork for recessed table boxes, table leg modifications for cable pathways, resurfacing of furniture or millwork
12. Diversified assumes adequate cable pathway and conduit space availability for any new cable pulls between the AV equipment rack and termination end point. Inadequate cable pathway or conduit space would require additional change order for system redesign.
13. Client shall remove all necessary seating within the space to allow for diversified to utilize an equipment lift to reach the ceiling mounted AV elements.
14. Diversified will provide two GUI reviews with the client during the design phase, prior to installation.
15. Diversified will provide a standalone network for AV equipment with a single uplink to the client network for WAN/VC traffic.
16. Diversified's Service Agreement (Assurance-Labor Only 12 Months) will include support on only the equipment we have installed under this project. All faulty equipment not covered by this agreement can be fixed on a billable basis.

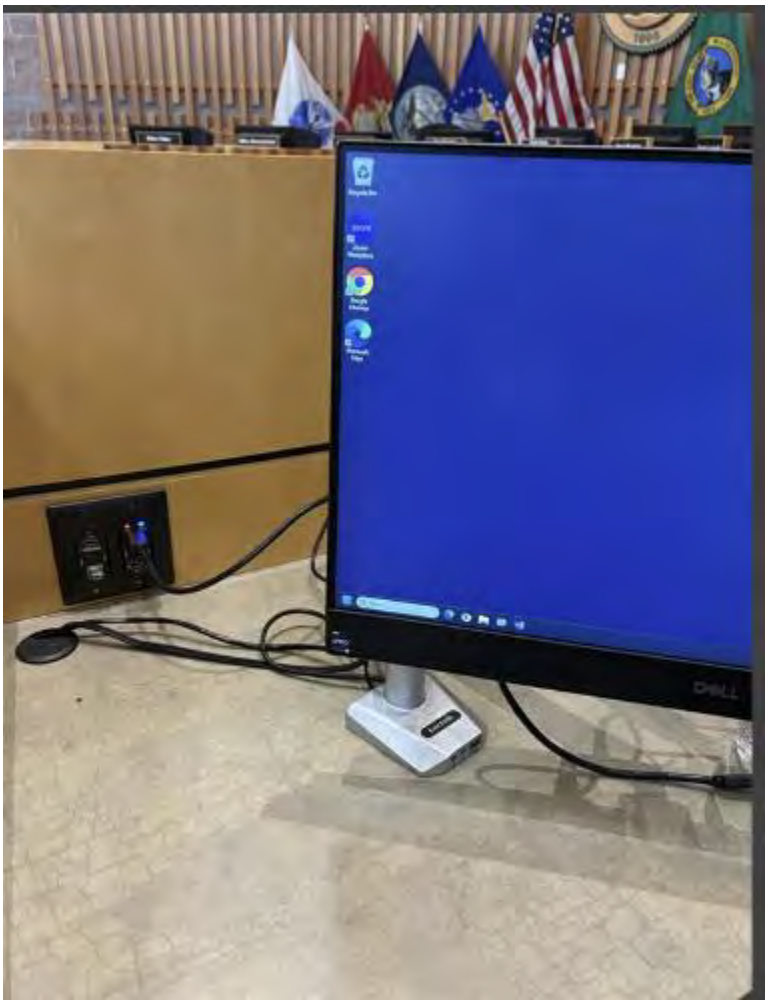
SCOPE OF WORK

COUNCIL CHAMBERS

VIDEO

VIDEO DISPLAY SYSTEM

Diversified will utilize the existing video projector and screen within the room. Content will be share to the monitors on the dias. Diversified will also re-use the existing wall plate for the Podium PC pictured below:



NETWORKED VIDEO DISTRIBUTION SYSTEM

Diversified will provide a networked video distribution system that will not only utilize standards-based Ethernet communication and cabling but also provide near infinite expandability and flexibility to add additional inputs and outputs to the system in the future. The cost and system complexity of traditional digital video matrix switching with input/output cards will be eliminated as the networked video distribution system will utilize video

encoders and decoders to send/receive audio and video signals via encrypted audiovisual network. The system will be capable of supporting video content at a native resolution of up to 3840x2160 (UHD/4K), however, the decoders will scale the video signal to match the native resolution of the video display system to ensure signal compatibility. Diversified will provide one dedicated managed network switch to handle all networked control, audio, and video signal routing.

CAMERAS

Diversified will provide and install QTY 3 QSC high zoom PTZ Cameras. Two will be in the back facing the dias and one will face the presenter stand/audience.

CART-BASED DISPLAY SYSTEM

Diversified to provide and install a Chief rolling cart and 65” Samsung Display to be utilized for the Learning Sessions (Non-Council Meetings). Diversified will install and configure one (1) Samsung QM65C 65-inch display mounted on one (1) Chief MFMUB mobile cart and integrate one (1) QSC NV-21 network video endpoint into the Q-SYS NV system. The display will be configured as a routable video destination within the customer's Q-SYS environment. Scope includes equipment assembly, mounting, cable management, endpoint configuration, signal verification, testing, commissioning, and basic end-user orientation.

AUDIO

LECTERN MICROPHONES

Diversified will provide QTY 11 lectern-mounted (wired) 15” gooseneck microphone for use by council members and staff at dias and surrounding tables. The microphones will connect to the DSP system via hardwired connection. The microphone will provide voice reinforcement through the room and provide high quality audio coverage during audio and video conferences.

NOTE: A cutout for the microphone will be required and will be the responsibility of the Customer's millworker or furniture vendor.

WIRELESS GOOSENECK MICROPHONE SYSTEM

Diversified will provide a wireless microphone system for breakout sessions. The wireless microphone system shall consist of one ceiling-mounted transceiver, eight gooseneck microphone transmitters, and two cardioid lavalier microphones with body pack transmitter. All eight microphones can be utilized simultaneously if needed, when using push to talk mode. One 8-port charging station will be provided for storing and charging the microphone transmitters (the charging station will be located within the main equipment rack room).

WIRELESS HANDHELD MICROPHONE SYSTEM

Within each room, Diversified will provide a wireless microphone system for speech reinforcement and teleconferencing. Each wireless microphone system shall consist of one ceiling-mounted transceiver, one handheld cardioid microphone transmitter, and one cardioid lavalier microphone with body pack transmitter. Both microphones can be utilized simultaneously if needed. One 2-port charging station will be provided for

storing and charging the microphone transmitters (the charging stations will be located within the main equipment rack room).

AUDIO PLAYBACK SYSTEM

Diversified will provide two loudspeakers on either side of the stone backdrop near the presentation area. This placement would allow the system to be directionally tuned and aimed toward the audience seating area, providing more consistent coverage across the room while maintaining better speech intelligibility. These loudspeakers will improve gain-before-feedback performance and create a more balanced listening experience for attendees in both the front and rear seating sections. Mount installation to be the responsibility of the Customer.

OFE PLAYBACK SYSTEM (IN CEILING)

Diversified will provide an audio playback system based on the existing (OFE) speakers. Diversified will tune the audio system with the new amplifier and DSP to ensure best possible audio playback is provided given the existing loudspeaker locations.

DIGITAL AUDIO PROCESSOR

Diversified will provide a digital audio processor to route, mix, and process microphones and program audio sources. The processor also contains acoustic echo cancellation to enhance the audio for remote participants during video conferences.

ASSISTED LISTENING SYSTEM

Diversified to provide and install a fully compliant Dante-Based ALS system with:

- IR M1 D IR + Infrared Modulator / Wi-Fi Server with Dante input supporting 2 channels
- (2) IR E4 IR + Infrared emitters
- (4) WIR RX22-4N receivers

CONTROL SYSTEM PROCESSOR & TOUCH PANEL

Diversified will provide a software-driven control system to facilitate operation of the various features of the audiovisual system. One control system processor will be located within the equipment rack and one 10” touch panel will be located at the dais table. The touch panel will provide an intuitive and effective user interface to the system.

Diversified will program the system to automate many functions of the system. For example, when selecting a startup mode via touch panel, the system will automatically turn on the display system, route the default video source, recall the lighting preset (if applicable), etc. Additionally, the touch panel will switch from the startup mode selection page to a page that provides the necessary actions for that mode. For example, if the video conferencing mode was selected, the next page would provide the necessary buttons for dialing a call, sharing content, controlling cameras, etc.

CONTROLLED FUNCTIONS SUMMARY

The touch panel will provide control of the following primary system functions:

- System Mode Selection
- Local Presentation
- Video Conferencing
- Presentation Mode
- Video Source Select/Routing
- Video Conferencing Mode
- Content Sharing Source Select
- Camera Control (pan, tilt, zoom, and preset recall)
- Video recording and streaming
- Start/Stop recording
- Start/Stop streaming
- Audio Controls (button available on all pages)
- Audio Source Select (if applicable)
- Microphone Transmit Audio (mute/un-mute)
- Microphone level control (up/down/mute)
- Volume per Zone (up/down/mute/un-mute)
- Utilities Controls (button available on all pages)
- System On/Off
- Lighting Preset Recall

PoE+ AV NETWORK SWITCH

Diversified will provide one 40-port PoE+ managed network switch to provide PoE power to devices that require it, as well as providing digital video and audio transport and control system communications. The Customer's IT provider will be responsible for providing LAN connectivity to the network switch at the equipment rack. Diversified will coordinate AV VLAN settings with the IT provider upon contract award.

TRAINING
Diversified to provide 16 hours of training for user groups and stakeholders. This will include staffing the first commission meeting following the install, commissioning, and closeout of the project.

DAY TWO CLIENT SUPPORT

Once your project is completed and your teams have been trained, our certified support team will be introduced for full understanding of your customized day two support program.

GLOBAL SERVICES ECOSYSTEM

Diversified not only provides subject matter experts and professional services during the project deployment process required for success but also, follow-the-sun operations for remote support and on-site technical dispatch via our 24/7 Global Service Center and five regional Network Operation Centers located across the world.

Even more importantly, our Global Services are powered by ITSM and ITIL service delivery supply chain best practices—meaning you can rest assured your experience will be reliable and consistent no matter where you may be located.

ASSURANCE
Equipment Warranty, Service & Support

Assurance: Technical Support for System & Business Continuity

While the reliance on technology is growing, the allocation of time and resources to service technology is not and, in some cases, may be shrinking. Diversified's Assurance service helps you keep vital audio visual, collaboration, media, digital signage, information technology and security systems operating optimally.

Prolong the life of hardware and optimize system performance

Reduced system downtime

Proven track record for industry leading IoT maintenance and support services

A unified global support experience with multiple vendors

Reporting

- Preventative Maintenance Visit Reports With; Pass/Fail Details, Items of Concern, and Recommended Upgrades
- An Updated Asset List
- Service Summary Reports

Your Technology Challenges Are Our Business

- Unlimited Help Desk Support for Any Product Failure
- On-site Troubleshooting Within 1 Business Day
- Rapid Initial Response Within 15 Minutes
- Annual Preventative Maintenance

PROJECT CONDITIONS, ASSUMPTIONS, AND EXEMPTIONS

GENERAL PROJECT CONDITIONS

1. All work will be performed during regular business hours (Monday-Friday, 8AM – 5PM).
2. Unless otherwise noted in this proposal, labor rates used to calculate this estimate are based on work being performed during regular business hours (M-F, 7 AM to 4 PM). A revised proposal, which includes after-hours, weekends and/or holiday labor rates, will be provided upon request.
3. This proposal is provided with the understanding that provisions will be made to provide Diversified with access to all necessary workspaces required to facilitate installation progress. Neither Diversified, nor its subcontractors, will assume accountability for, or absorb costs associated with, delays that are the direct result of Customer scheduling, policies, procedures, personnel or denied accessibility. In the event that delays, or work stoppages occur, the Owner, or Owner's designated representative, will be billed at Diversified's current labor rates for onsite personnel affected by the delay until such time as the delay is remedied and installation work is allowed to proceed.
4. All workspaces will be unobstructed, clean, and dust free by the dates shown on the official project schedule.
5. Building access through front doors, loading docks, elevators, etc. as required for large equipment and installation load in will be provided.
6. Any necessary keys, security badges, clearance, etc. will be provided as needed for the course and duration of the project.
7. Parking will be provided within a reasonable distance of the job site.
8. All necessary test equipment will be allowed on site with no restrictions.
9. Appropriate client representatives will be available during the course of the project and any scheduled training sessions.
10. Diversified utilizes non-union labor. Union labor requirements will be the responsibility of Account ID/Client Name.
11. Diversified is not a high voltage contractor and as such will undertake no high voltage installation work in the fulfillment of this project.
12. Job scope provides proprietary information developed by Diversified for the purpose of defining this specific project. This information may not be used by the owner or other contractors without written consent.
13. This proposal is provided with the understanding that Diversified will be able to perform the above work in a single, continuous period of performance. Costs associated with multiple mobilizations/demobilizations may result in a change order.
14. Except in instances in which the services are agreed in writing to include backup services, Client shall be solely responsible for backing up Client's data and Diversified shall have no liability with regards to Client's data.
15. Mounting installation of the QTY 2 JBL speakers in the Chambers Room is to be the responsibility of the CUSTOMER. Diversified will provide the mounting hardware.

ASSUMPTIONS

1. All client-provided CAD drawings or building plans provided to Diversified are accurate. (This includes but is not limited to plan views, reflected ceiling plans, elevations, conduit risers, electrical, millwork details, specific mounting details, etc.) Unless otherwise noted in this proposal, Diversified includes the creation of CAD As-Built drawings for security devices installed under this Scope of Work only. Diversified will turn over final As-Built drawings as part of its Project Closeout Package, along with Operations and Maintenance Manuals. Additional CAD work beyond As-Built drawings is not included in Diversified's quote. Additional costs may be incurred if electronic copies of the CAD floorplan drawings are not available for use in the development of submittal documents. Diversified is not responsible for costs associated with the procurement of CAD files.

2. All necessary client provided infrastructure will be provisioned, available, and functional as defined in the project schedule. (This includes the appropriate IP, server, DNS, gateway, and SPID information for any WAN, LAN, or ISDN connection hat is part of the system as well as conduit, cable tray, power, grounding, and HVAC)
3. All owner furnished equipment and cabling will be available, in place, and functional as defined in the project schedule.
4. Unless otherwise stated in the Scope of Services within this proposal to be furnished and installed by Diversified, all electrical services will be available, in place, and functional as defined in the project schedule. (This includes, but is not limited to, AC power, J boxes, conduit/cable pathways, cable trays, grounding wires or rods, floor boxes or pockets, etc.)
5. All necessary ceiling trim work, drywall, woodwork, millwork painting, etc., will be in place as defined in the project schedule.
6. All user furnished sources will be available during system commissioning and training. (This includes laptops, computers, satellite/cable feeds, etc.)
7. For design proposals involving Revit BIM design work: This proposal is based on Diversified providing, as its deliverable, Revit BIM modeling for devices to the extent of providing spatial representation in our models for the purposes of de-conflicting trade clashes. Diversified does not include granular visual representation modeling of its proposed products for the purposes of real-life renderings or the like.
8. For design proposals involving Revit BIM design work: This proposal is based on Diversified being provided Revit environment backgrounds and a library of device families by the Customer for the purposes of use during its work.
9. Diversified's Project Manager (PM), Project Foreman (PF) and/or Field Engineer (FE) will coordinate with the Owner, General Contractor (GC), and other contractors as necessary to ensure a smooth and successful execution of the proposed Scope of Work. To that end, the PM, PF and/or FE will be available to attend one (1) coordination and/or progress type meeting with the Owner, Architect and/or GC every two weeks, not to exceed two (2) meetings in a consecutive thirty (30) day period. Should additional meetings be required, the Owner or GC shall inform Diversified's PM of the anticipated quantity of such coordination/progress meetings at which Diversified attendance is required so a revised proposal (if pre-approval) or change order proposal (if post-approval) may be submitted to the Owner or GC for approval.
10. Existing wire and/or equipment intended to be utilized and/or reused under this Scope of Work will be tested for proper functionality during installation. Should existing wire or equipment be found inoperable, incompatible or otherwise unfit for use, Diversified will provide a proposal for replacement to the Owner or Owner's designated Agent. Such replacements may be required before installation can be finalized and project turnover can occur. Neither Diversified, nor its subcontractors, will assume accountability for, or absorb costs associated with, delays that are the direct result of necessary materials or equipment replacements.
11. Returned material must be resalable, unopened in its original packaging. Any material or containers that are opened, defaced, or damaged cannot be returned to Diversified. Restocking fees may apply for returned equipment.
12. Unless already noted as included in this proposal, hoists, man-lifts, extra-long ladders, special safety equipment, and the like, shall be provided by others (or by Diversified at additional cost) when required.
13. Taxes are based on estimates and will be billed to actual at the time of invoicing. Customers, including government, general contractors and not for profit entities seeking a tax exemption must supply Diversified with a valid exemption certificate or direct pay permit at the time of proposal execution or upon issuance of a purchase order.
14. Payment and Performance Bonds are excluded. If Diversified is required to carry a P&P bond, Diversified's total price will increase by 2%.
15. This proposal was not prepared in accordance with Davis Bacon or other Prevailing Wage Scale. If Diversified is informed that such wage rates are required for this project, Diversified will revise its proposal accordingly.

CUSTOMER RESPONSIBILITIES

1. The client will assign a single point of contact authorized to sign off on all project deliverables.
2. Communicate proposed changes to any scope, assumptions, or schedule as soon as they arise and follow prescribed change management process expeditiously
3. Equipment damage from dust or other contaminants during the course of the project.
4. Provide relevant architectural changes to the facility in order to accommodate the integration of equipment supplied by Diversified. (This includes, but is not limited to, rough openings for projection screens, ceiling finish work for projection screens, painting requirements for rear projection rooms (flat back), window treatments, lighting control systems, and lighting changes.)
5. Identify third-party contractors (i.e., electricians, construction personnel, architects, and designers) and determine the client coordinator.
6. Provide clean and secure installation area during project period. If the space is not clean or secure during installation, Diversified will only deliver equipment that is signed for. Client assumes risk for loss or damage to equipment under these conditions.
7. The Customer will provide, in advance, notification of any unique requirements, hazardous locations and materials, security precautions, access restrictions or other extraordinary conditions, which may affect the execution of installation tasks described herein.
8. Provide a “Room Ready” state prior to installation of cabling, furniture and system componentry:

DIVERSIFIED DELIVERABLES

1. Inspection and site survey (on premise).
2. Weekly project status reports.
3. Communicate proposed changes in writing as soon as they arise and follow prescribed change management process expeditiously.
4. System delivery, installation, and testing as defined by functional scope.
5. Training provided after completion of system installation.
6. Clean up work area at end of each day.

SCHEDULE

1. Project schedule as agreed upon by Diversified and Account ID/Client Name will establish the milestones, dates, and period of performance.
2. Project schedule will be provided within five (5) days of receipt of purchase order or signed contract. This schedule includes client milestones, design, equipment procurement, programming, on-site work, and customer training and is based on the assumptions listed above.

CHANGE MANAGEMENT

1. Modifications to the above list of equipment due to additional requirements of any type from any source including but not limited to: addendums not listed above, other revisions or editions of any of the documents listed above, interpretation of fire codes, and changes requested by the Authority Having Jurisdiction (AHJ); may, at the sole discretion of Diversified, entail additional charges.
7. Diversified's goal is to capture the Customer's requirements in the needs analysis phase of the design process and to complete projects with a minimal amount of Change Proposals, if any. However, Change Proposals may be required due to several reasons and each party has the option to request changes to the agreed upon scope of work. Schedule and cost impact conditions such as accelerated schedule requests, or the addition of building systems to our scope are examples of cause for Change Proposals.
8. Any changes in the above assumptions must be approved by Diversified and Account ID/Client Name following the prescribed change management process and the ramifications communicated.
9. The following is Diversified's process for handling Change Order requests:
    a. Diversified receives change condition data from client and considers impact to the current project design solution set.
    b. Diversified then, if warranted, and in the form of a Change Proposal, provides associated costs and scope narrative to address the Change Condition, General Conditions, Schedule, or additional Professional Services Labor.
    c. Diversified submits the Change Proposal with an updated timeline to the Customer. Please note that no work related to the Change Proposal will begin until a Change Order is provided/authorized by the Customer, Owner, or Owner's Agent.
    d. The Customer, Owner, or Owner's Agent authorizes the Change Proposal and returns a signed Change Proposal, Change Order, or Purchase Order to Diversified.
    e. Diversified proceeds with ordering any additional materials and/or performance of the work.
    f. Diversified updates the contract scope of work, deliverables, and/or system drawings, as necessary.

CONCLUSION (ENTIRETY OF OFFER)

1. This document, including any referenced attachments, represents Diversified and the Client's mutual understanding of the scope, schedule, and functionality for the systems to be designed and installed.

2. Final completion and warranty engagement are reached when the items listed on this document are fulfilled. This includes testing, commissioning, and training on fully operational integrated systems. In large projects, sections may be brought online on a pre-determined schedule for warranty to remain in sync.

CUSTOMER NETWORK RESPONSIBILITIES

This project will utilize an Owner-Furnished-Equipment/Customer provided network. Diversified will provide technology specifications and device requirements including, but not limited to, PIM/SM, IGMP Snooping, VLANS, Master Clock, Proxy Servers, QoS, Bandwidth, listen/connect ports, DHCP/DNS/IP, VoIP, security, Firewalls, protocols, and PoE. This may be coordinated via manufacturer documentation and/or a master technology requirements document.

Unless specifically detailed within this Scope of Work, the following are not included and therefore excluded from this proposal:

1. Network topology design, technology planning, and architecture
1. Network switch/server/appliance rack installation
2. Network switch/server/appliance configuration
3. Network switch/server/appliance configuration with other systems
4. Network switch/server/appliance configuration support with client
5. Patching to OFE network switches, appliances, and servers
6. Network commissioning and testing
7. Network security including switches and devices

Diversified can provide a ‘Network-Ready’ checklist to ensure the customer has sufficiently designed, configured, tested, and commissioned the network prior to the Diversified commissioning the ‘system(s)’ detailed within this Scope of Work.

BILL OF MATERIALS AND PRICING

Item	Manufacturer	Model	Description	Qty	OFE	Unit Price	Extended Price
1	**Council Chambers**						
	Audio						
1.70	QSC	CORE 24f	BUNDLE: Q-SYS Core Processor with 24 Local Audio I/O Channels, 160x160 Total Network I/O Channels with 8x8 Software-Based Dante License Included, 1RU. Includes Scripting/UCI Functionality.	1.00	No	$4,353.04	$4,353.04
1.80	QSC	SL-DAN-32-P	Q-SYS Software-based Dante 32x32 Channel License, Perpetual	1.00	No	$694.86	$694.86
1.90	QSC	CX-Q 2K4	4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, Mic/line Inputs, 100-240v .	1.00	No	$2,283.53	$2,283.53
1.100	Shure Inc	MX418D/S	Supercardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10´ XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	11.00	No	$314.41	$3,458.51
1.110	Shure Inc	MXW8X=-Z10	neXt Wireless Transmitter Desktop Base for Gooseneck (1.9 GHz)	8.00	No	$558.70	$4,469.60
1.120	Shure Inc	MXWAPX8=-Z10	Access Point Transceiver for MXW neXt 8 Wireless Conferencing System (1.9 GHz)	2.00	No	$3,280.16	$6,560.32
1.130	Shure Inc	MX415LP/S	15" Shock-Mounted Gooseneck, Supercardioid, Less Preamplifier	8.00	No	$228.00	$1,824.00
1.140	Shure Inc	MXW2X/SM58=-Z10	Microphone - Handheld - SM58 Cartridge	1.00	No	$500.68	$500.68
1.150	Shure Inc	MXW1X/O=-Z10	Microphone - Bodypack	1.00	No	$487.79	$487.79
1.160	Shure Inc	WL185MB/C-LM3	LM3 Lavalier Microphone, Cardioid, Black	1.00	No	$145.90	$145.90
1.170	Shure Inc	MXWNDX4	Networked 4-Bay Charging Station for MXW neXt Bodypack, Handheld & Boundary Wireless Microphone Transmitters	1.00	No	$798.29	$798.29
1.180	Shure Inc	MXWNDX8G	Networked Charging Dock - 8 Bay - Gooseneck	8.00	No	$1,240.95	$9,927.60
1.190	Williams Sound	IR SY11 D	IR PLus Complete with Dante - Includes: (1) IR M1 D IR + Infrared Modulator / Wi-Fi Server with Dante input supporting 2 channels, (2) IR E4 IR + Infrared emitters, (4) WIR RX22-4N receivers	1.00	No	$4,044.86	$4,044.86
1.200	Williams	WF T8 D	WaveCAST 8 Dante	1.00	No	$3,192.96	$3,192.96
1.290	JBL	CONTROL 31	Two-Way High-Output Indoor-Outdoor Speaker (Priced as Each, Sold as Pairs)	2.00	No	$694.90	$1,389.80
1.300	JBL	MTC-30UB	U-Bracket for Control 30	2.00	No	$74.79	$149.58
						Items Subtotal	**$44,281.32**
	Control						

1.210	QSC	TSC-101-G3	Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Black.	1.00	No	$2,351.25	$2,351.25
1.220	QSC	TSC-710t-G3	Table Top Mounting Accessory for TSC-70W-G3 and TSC-101W-G3	1.00	No	$331.15	$331.15
1.230	Netgear	GSM4248UX-100NAS	M4250 - AV Line 40G8XF POE++ Managed Switch	1.00	No	$6,050.68	$6,050.68
						Items Subtotal	**$8,733.08**
			Rack				
1.250	Customer	OFE Equipment rack	Existing Equipment rack	1.00	Yes	$0.00	$0.00
						Items Subtotal	**$0.00**
			Video				
1.10	QSC	NV-21-HU	4K60 4:4:4 Network Video Endpoint for Q-SYS Ecosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output.	15.00	No	$1,693.72	$25,405.80
1.20	QSC	NV-32-H (Core Capable)	4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, Software Configurable as Encoder or Decoder.	1.00	No	$3,148.58	$3,148.58
1.30	QSC	NV-1-H-WE	4K60 4:4:4 HDMI Encoder for In-Wall Applications, interoperable with NV-32-H and NV-21-HU. 1 HDMI 2.0 Input, PoE+, White	1.00	No	$998.86	$998.86
1.40	QSC	NV-1-INSERT KIT	Accessory Kit for NV-1-H-WE (Includes decora plate & Q-SYS vented inserts), Black	1.00	No	$36.65	$36.65
1.50	QSC	NC-20x60	20x Optical Zoom 60-degree Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 Wall Mount Bracket.	2.00	No	$4,023.93	$8,047.86
1.60	QSC	NC-12x80	12x Optical Zoom 80-degree Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 Wall Mount Bracket	1.00	No	$3,358.93	$3,358.93
1.240	Customer	OFE streaming/recording	Existing Extron Media Port 300	1.00	Yes	$0.00	$0.00
1.260	Customer	OFE Dias displays	Existing ViewSonic displays	8.00	Yes	$0.00	$0.00
1.270	Customer	OFE Mobile display	Existing Video display and cart	1.00	Yes	$0.00	$0.00
1.280	Customer	OFE Breezeway Display	Existing Breezeway Display	1.00	Yes	$0.00	$0.00
						Items Subtotal	**$40,996.68**
			Video-Cart				
1.310	Chief	MFMUB	3'-4' mobile cart, 15-45 degree tilt	1.00	No	$728.79	$728.79
1.320	Samsung	QM65C	65" Commercial 4K UHD Display, 500 NIT	1.00	No	$1,227.29	$1,227.29
1.330	QSC	NV-21-HU	4K60 4:4:4 Network Video Endpoint for Q-SYS Ecosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output.	1.00	No	$1,782.86	$1,782.86

1.340	QSC	NV-21-PSU	12v 10a Aux Power Supply for NV-21-HU to enable USB-C device charging	1.00	No	$228.58	$228.58
						Items Subtotal	**$3,967.52**
	zz.Miscellaneous Materials						
1.720	Diversified	MscMaterials	Miscellaneous Materials	1.00	No	$6,153.85	$6,153.85
						Items Subtotal	**$6,153.85**
	Professional Services						
1.350	Diversified	Engineering, PM, and Install Services	Design Engineering, CAD Drafting, Project Management, Project Coordination, Field Engineering, Programming, Rack Fabrication, Install Labor Prevailing Wage	1.00	No	$54,696.00	$54,696.00
						Services Subtotal	**$54,696.00**
	General & Administrative						
1.700	Diversified	Freight	Freight	1.00	No	$2,777.78	$2,777.78
						G&A Subtotal	**$2,777.78**
	Travel & Expense						
1.710	Diversified	Travel	Travel and Expenses	1.00	No	$2,222.23	$2,222.23
						Expense Subtotal	**$2,222.23**
	Service Contracts						
1.730	Diversified	Support Contract	5 Year Assurance Labor Only	1.00	No	$35,521.00	$35,521.00
						Contract(s) Subtotal	**$35,521.00**
						Room/Task Total	**$199,349.46**
2	**User Training and Staffing First Council Meeting**						
	Professional Services						
2.40	Diversified	Field Engineering	Field Engineering	1.00	No	$2,192.00	$2,192.00
						Services Subtotal	**$2,192.00**
	Travel & Expense						
2.370	Diversified	Travel	Travel and Expenses	1.00	No	$44.45	$44.45
						Expense Subtotal	**$44.45**
						Room/Task Total	**$2,236.45**

			SUMMARY				
Item	**Room/Task Unit Price**		**Room/Task Description**	**Qty**			**Extended Price**
1	$199,349.46		Council Chambers	1.00			$199,349.46
2	$2,236.45		User Training and Staffing First Council Meeting	1.00			$2,236.45
			Estimated Tax at 10.3%				$20,763.35
			Grand Total				**$222,349.26**

Payment Terms

"Pricing is exclusive of duties, tariffs and other assessments."

Client accepts it will pay the fees outlined herein once an approved invoice is submitted. Both parties agree to the billing and payment frequency terms outlined below:

BILLING TERMS

Payment Schedule Line Item	***Bill/Invoice Value***	***Payment Due Date***
Equipment-Only Sales	100% of Total Fee	Due upon delivery of Equipment to Client or Diversified staging facility.
	Client will be billed for Equipment as it is delivered to Diversified staging facility or Client. If Equipment is shipped in installments, Client will receive multiple invoices. All equipment invoices are due in full upon receipt.	
All Other Services		
50% of Total Cost	Upon Contract Commencement	Due Net-30 days of invoice date.
40% of Total Cost	Upon Arrival of Equipment	Due Net-30 days of invoice date.
10% (Final Payment)	Upon Install and Completion	Due Net-30 days of invoice date.

Client will be billed 50% of Total Fee at the time of contract signing, due in full upon receipt. Client will be billed a progress payment in the amount of 40% of the Total Fee when any Equipment is delivered to Client or Diversified staging facility regardless of whether Equipment is shipped in multiple installments; this invoice is due in full within thirty days of the invoice date. The balance of the Total Fee will be billed after Project completion and due in full within thirty days of the invoice date.

PRICE VALIDATION

Diversified's proposed price is valid for 30 days from receipt of this proposal and may be subject to price review if accepted after the date of validity.

SUMMARY OF SERVICES (5 YEAR ASSURANCE LABOR ONLY)

Diversified will provide the following types of Assurance Service to CLIENT as further described in this Statement of Work

Solutions	Description	Base/Optional
Remote Support	The Remote Support Service is a break-fix and resolution which includes capabilities to remotely access and troubleshoot a client's equipment upon receiving an incident ticket. This process is possible through our highly trained level 1 service desk, level 2, and level 3 representatives. This can include accessing a video conferencing system over the internet via remote network access or partner-specific tools to diagnose and fix issues. Remote support allows for quick and convenient problem resolution without needing a technician to be physically present.	Standard
Onsite Support	The Onsite Support Service refers to technical support and issue resolution at the client location. When an issue cannot be resolved remotely and requires physical presence for further troubleshooting and resolution, an Onsite field technician is available to provide technical support, troubleshooting, and resolve the issue, which includes repairing the problem by replacing parts or adjusting the equipment	Standard

The outline descriptions of the services set forth in the above table are for general informational purposes only.

The detailed descriptions of the applicable Services, set forth below in this Statement of Work, shall govern.

CONTRACT TERM AND PRICE (5 YEAR ASSURANCE LABOR ONLY)

TERM

Effective Date: January 1st, 2027 (Estimated)

Expiration Date: December 31st, 2031 (Estimated)

CONTRACT PRICE

Total Five Year Price: $ 35,521

Sales tax is not included in this contract price. If your company is tax exempt, please provide a valid tax-exempt certificate with this signed proposal. This proposal is only valid for thirty (30) days.

Diversified reserves the right to adjust Labor Rates annually based on a publicly available wage indicator.

Pricing for year 4 and 5 are not automatic. Diversified reserves the right to adjust Labor Rates annually based on a publicly available wage indicator.

GENERAL SERVICE PARAMETERS

HOUR OF SUPPORT

Diversified shall provide hours of support during the following hours unless stated otherwise.

Scope	Support Type	Support Hours
Calls only	Level 1 service desk	24x7x365 basis
E-mail	Level 1 service desk	24x7x365 basis
Remote Incident and request - resolution/restoration	Level 2 & Level 3 remote technician	9x5 - 8:00 AM to 5:00 PM business hours
Onsite field support	Level 2 & Level 3 onsite field technician	9x5 - 8:00 am to 5:00 pm business hours
Preventative Maintenance	Onsite field technician	9x5 - 8:00 am to 5:00 pm business hours

LANGUAGE USED

Communicating with Authorized Users through live agents shall be in **English** during the hours specified in Hour of Support.

SUPPORT LOCATION

Diversified shall provide CLIENT, in scope services at the locations agreed between Diversified and CLIENT, which includes country, state, city, floor, room/location, address. The locations are outlined in **Exhibit A, Covered Locations.**

COVERED EQUIPMENT

The CLIENT shall provide Diversified with a comprehensive list of equipment to be supported under this Agreement. This Agreement shall not cover any equipment not included in the equipment list provided by the CLIENT. The equipment list containing the Covered Equipment is located on Exhibit B. For Avoidance of doubt, the CLIENT shall be financially responsible for labor, freight, and replacement part.

If a piece of equipment not included in the equipment list requires repair, Diversified shall facilitate the repair with the manufacturer or a third-party vendor. Upon completion of the manufacturer or third-party evaluation, Diversified shall provide the CLIENT with a repair quote within forty-eight (48) hours. The repair or replacement process for the piece of equipment shall commence upon receipt of the Client's signed authorization and Client's purchase order or other Client document (i.e, contract) required for billing purposes. Diversified shall follow the best effort to resolve the issue related to the equipment which is not equipment covered by this Agreement.

SERVICE LEVEL AGREEMENTS

Diversified shall make a good faith effort to perform Assurance Services according to the standard service targets defined below:

Service Desk – Calls

Service Measure	Metric Description	Performance Target	Target	Measurement Window
Average speed to answer	The number of calls the Service Desk level 1 agents answers within 15 minutes is divided by the total number of answered calls.	<15 Minutes	**95%**	24/7/365

Service Desk – E-mail

Response Time				
Service Measure	Metric Description	Performance Target	Target	Measurement Window
E-mail response time	The number of e-mails a Service Desk agent responds to client e-mail within 4 hours is divided by the total number of e-mails received.	4 Hours	**90%**	24/7/365

Onsite Field Services

Diversified shall perform Onsite Services in accordance with the following standard service targets:

- Response time: Diversified will respond to onsite visits within 48 hours of receiving a request, provided that remote troubleshooting has been completed and a technician has been assigned to the job.
- Quality of service: Diversified will ensure that all Assurance Onsite Services are performed with due care, skill, and diligence in accordance with applicable industry standards and best practices.

The 48-hour SLA clock will start once remote troubleshooting is completed and a technician is assigned to the job.

Response Time				
Service Measure	Metric Description	Performance Target	Target	Measurement Window
Onsite Response Visit	The number of tickets that had a technician onsite within 48 business hours vs. the total number of tickets that required onsite technician support	48 Hours	**95%**	Business Days/Hours Only

Service Level Exclusions

Following deliverables/requirements are explicitly excluded from this agreement.

- Diversified shall not be liable for any service level breaches arising from any events beyond their reasonable control, including but not limited to natural disasters, civil unrest, strikes, and government regulations.
- If the Diversified Onsite technician is unable to access the site due to circumstances outside of its control, including but not limited to restrictions on access, denial of entry, or any other similar cause, the SLA clock shall be stopped until access to the site is restored.

- In the event that safety issues arise while accessing the site or equipment, the SLA clock shall stop. Once the safety issue has been resolved and it is safe to resume work, the SLA clock will begin again.
- If Diversified is unable to perform the services due to the customer not being available at the site, the SLA clock shall stop until such time as the customer is available. Diversified shall make reasonable efforts to schedule the services at a mutually agreed-upon time with the customer, and any delays caused by the customer's unavailability shall not be counted towards the SLA metrics.
- If a device or site is not covered under warranty, the service levels provided under this Agreement shall not apply to such device or site. Instead, the Diversified shall provide a service on a reasonable effort basis, taking into account the availability of resources and the nature of the issue. The parties shall work together to develop a mutually agreeable service plan for the device or site that is not covered under warranty, which shall include a description of the services to be provided and the associated fees if any.
- Diversified shall not be responsible for any damage arising out of or related to the provision of services for devices or sites that are not covered under warranty.
- If the Client reschedules the preventative maintenance schedule agreed upon in the service level agreement, the service level clock shall be stopped during the rescheduled time. The service provider shall not be liable for any service level breaches that occur during the rescheduled time.

SCOPE OF WORK

Under this agreement, Diversified shall provide the CLIENT with the following Services as specifically set forth herein.

Base Service

- Remote Support
  - Service Desk Level 1
  - Level 2
  - Level 3
- Onsite Support
  - Level 2
  - Level 3

REMOTE SUPPORT

Diversified shall provide remote support services to the CLIENT, Remote support services shall include service desk level 1, level 2 and level 3 remote support for troubleshooting, problem diagnosis, and resolution. Remote Services include activities, as further detailed in this Schedule, required to coordinate, and respond to incidents and service requests logged by (authorized) CLIENT employees, the coverage model is specified in **Hour of Support Section IV.1**, and adhere to service level as specified in **Service level agreement section IV.8**

Level 1 support

Service Desk Level 1 support is the activities associated with restoring services when interruptions of business activities occur and must be resolved. The aim is to restore service as quickly as possible and, when necessary, by means of a remote workaround.

Diversified shall provide Service Desk level 1 support to manage incidents and service requests and handle communication with the authorized users per the roles and responsibilities below.

The CLIENT shall call, email or submit issues via portal to Diversified's Global Service Center and provide Diversified with the entitlement information and a description of the problem. The Service Desk level 1 shall take that submitted information and provide remote assistance to resolve inquiries on the features, functions, and usage of services in scope. If the issue remains unresolved, the Service Desk level 1 shall escalate the ticket to remote Level 2 and level 3 resolver groups.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and CLIENT, for described in the section above.Diversified shall perform those activities for which Diversified is listed as the responsible Party in the applicable table, and CLIENT, shall continue to perform those activities for which CLIENT, is listed as the responsible Party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
The client shall call or email and provide Diversified with the following information: Client name, Client contact info, Site address, suggested date/time for the service, and a description of the problem.		**X**
Submit inquiries for support through approved channels and procedures.		**X**
The service Desk shall be a single point of contact (SPOC) for Authorized Users relating to all Services in scope.	**X**	
Communicate with Authorized Users through live agents in the following languages: English during the hours specified in Hours of Support section III.1	**X**	
Provide the following support for Incidents and requests: Authorized User entitlement, classification based on the information provided, initial triage, ticket resolution of resolvable tickets, routing and escalation to Level 2 and Level 3 resolver groups (including third parties).	**X**	
For incidents and requests owned by the Service Desk, manage and maintain end-to-end ticket ownership following Incident management and request management practice.	**X**	
Participate, as needed, in Client escalations/analysis requests.	**X**	
Responsible for scheduling field service appointments, assigning technicians to jobs, and ensuring that service incidents are handled promptly and efficiently.	**X**	
Responsible for providing field services dates of visit and times and confirm availability.		**X**
Ensure technician have the necessary information to complete their jobs which includes client contact details, location information, and issue description.	**X**	
Ensure that technicians arrive on time, complete jobs efficiently, and meet customer requirements as per service scope	**X**	
Generate quotation for the device not under Warranty which include labor cost, travel cost and equipment cost	**X**	
Provide dispatch ticket billing details to the finance team	**X**	
Validate, acknowledge, and approve the quote provided by Diversified.		**X**
Provide approval and authorization for Diversified employees to access the client site.		**X**

Level 2 support

Level 2 support is the activities that represent a higher level of remote technical support provided by a level 2 agent via remote access to recover service as quickly as possible and, when necessary, by means of a remote workaround that cannot be resolved by Level 1 Support.

Diversified shall provide Service Desk level 2 support to resolve incidents and service requests and handle communication with the authorized users.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and CLIENT, for described in the section above.
Diversified shall perform those activities for which Diversified is listed as the responsible Party in the applicable table, and CLIENT, shall continue to perform those activities for which CLIENT, is listed as the responsible Party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Handles assigned manual incidents and request execution routines that cannot be handled automatically and/or may require elevated technical rights beyond level 1. This includes diagnosing and troubleshooting complex technical issues related to AV equipment, software, and systems.	**X**	
Point of escalation for Level 1 agents, providing guidance and support in resolving more complex issues.	**X**	
Resolve Incidents using remote-control and/or video conferencing system, and when possible, implement corrective actions. If the Incident resolution is not possible, escalate as per the escalation procedures.	**X**	
Provide additional information about the issue they are experiencing, including error messages, symptoms, and any steps they have taken to resolve it.		**X**
Provide necessary access, licenses, and administration to remote control tool(s) to level 2 support agent.		**X**
Participate, as needed, in Client escalations/analysis requests.	**X**	
Provide approval and authorization for Diversified employees to access the client site.		**X**

Level 3 support

Level 3 support is the activities that represent the highest level of remote technical support provided by a level 3 technical specialist via remote access to recover service as quickly as possible and, when necessary, by means of a remote workaround that cannot be resolved by Level 1 & Level 2 Support. Diversified shall provide Level 3 support to resolve Incidents and handle communication with the Authorized Users.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and CLIENT, for described in the section above. Diversified shall perform those activities for which Diversified is listed as the responsible Party in the applicable table, and CLIENT, shall continue to perform those activities for which CLIENT, is listed as the responsible Party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Handles assigned manual incidents execution routines that cannot be handled automatically and/or may require elevated technical rights beyond level 1 and level 2.	**X**	
Resolve complex and advanced technical issues using remote capabilities and or video conferencing systems. Level 3 technical specialists have the expertise and experience to troubleshoot and resolve the most challenging and complex technical problems related to audio-visual, collaboration, media, digital signage, information technology, and security systems.	**X**	
The Level 3 technical specialist shall communicate effectively with clients to ensure that all technical issues are resolved promptly and satisfactorily.	**X**	
Provide detailed information about the issue they are experiencing, including error messages, symptoms, and any steps they have taken to resolve it.		**X**
Provide approval and authorization for Diversified employees to access the client site.		**X**
Provide necessary access, licenses, and administration to remote control tool(s) to Level 3 technical specialists.		**X**
Participate, as needed, in Client escalations/analysis requests.	**X**	
Escalate issues to If the level 3 technical specialist cannot resolve a problem; the issue shall be escalated to vendors and manufacturers.	**X**	
Provide approval and authorization for Diversified employees to access the client site.		**X**

ONSITE SUPPORT

Diversified shall provide Onsite support services to the CLIENT; onsite support services shall include level 2 and level 3 support for incidents where a remote resolution is either not possible or not available, a field technician shall be scheduled to go onsite at CLIENT, locations, and shall investigate and resolve an incident related to the physical device.

Level 2 Support

Level 2 support shall provide on-site technical support to customers, as required. They shall respond to support requests within the defined response time as specified in **Service level agreement section VI.8.** They shall be available to travel to the customer's location if remote support is not possible or if the customer requests onsite support.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and CLIENT, for described in the section above. Diversified shall perform those activities for which Diversified is listed as the responsible Party in the applicable table, and CLIENT, shall continue to perform those activities for which CLIENT, is listed as the responsible Party in the applicable table, indicated in each case with an “X” in the applicable column.

Roles and Responsibilities	Diversified	Client
Handles assigned manual incidents execution routines that cannot be handled automatically and/or may require elevated technical rights beyond level 1 and level 2 remote support	**X**	
Provide Diversified, safe, and uninterrupted access to the location and Equipment.		**X**

Roles and Responsibilities	Diversified	Client
Responsible for maintaining backup data necessary to replace critical data in case of loss or damage to such data for any cause.		**X**
Diagnose and troubleshoot technical problems, perform repairs, and ensure all equipment and software function properly. • **Performing onsite technical assistance and troubleshooting** • **Assisting with uncrating equipment from boxes and shipping replaced equipment.** • **Testing media for continuity and proper signaling.** • **Assisting with AV and conference room equipment setup**	**X**	
Provide access to original design, integration architecture and pictures for installations/implementations		**X**
Follow all safety procedures and always adhere to the customer's security and confidentiality policies.	**X**	
Communicate effectively with the client and diversified remote team to inform the ticket resolution progress.	**X**	
Provide training to customers on using and maintaining audio and video equipment and provide best practices and recommendations for using the equipment.	**X**	
Provide approval and authorization for Diversified employees to access the client site.		**X**

Level 3 support

Level 3 support is the activity that represents the highest level of onsite field technical support provided by a level 3 technical specialist to recover service as quickly as possible. They shall be available to travel to the customer's location if remote support is impossible or the customer requests onsite support. Diversified shall provide Level 3 support to resolve incidents and handle communication with the authorized users.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and CLIENT, for described in the section above.

Diversified shall perform those activities for which Diversified is listed as the responsible Party in the applicable table, and CLIENT, shall continue to perform those activities for which CLIENT, is listed as the responsible Party in the applicable table, indicated in each case with an “X” in the applicable column.

Roles and Responsibilities	Diversified	Client
Resolve complex and advanced technical issues for equipment malfunctions; onsite technicians shall diagnose and repair the problem by replacing parts or adjusting the equipment.	**X**	
Level 3 onsite technical specialists have the expertise and experience to troubleshoot and resolve the most challenging and complex technical problems related to audio-visual, collaboration, media, digital signage, information technology, and security systems.	**X**	
The Level 3 technical specialist shall communicate effectively with clients to ensure that all technical issues are resolved promptly and satisfactorily.	**X**	

Roles and Responsibilities	Diversified	Client
Provide detailed information about the issue they are experiencing, including error messages, symptoms, and any steps they have taken to resolve it.		**X**
Participate, as needed, in Client escalations/analysis requests.	**X**	
Escalate issues to If the level 3 onsite technical specialist cannot resolve a problem, the issue shall be escalated to vendors and manufacturers.	**X**	
The client-authorized user needs to provide a signoff to Diversified within 24 hours of issue resolution.		**X**

EQUIPMENT REPLACEMENT/REPAIR

As a part of onsite field supports any CLIENT equipment under this Agreement is found to be defective or non-functional during the Agreement term, and it is determined that the covered equipment requires manufacturer replacement or repair, the equipment will be sent to the manufacturer's repair facility or a third-party vendor's repair facility. It will be procured from the manufacturer or a qualified vendor. This agreement includes parts, labor, shipping, and taxes. Diversified shall adhere to service level as specified in **Service level agreement section VI.8.** The reinstallation of any repaired system component, listed in Covered Equipment, will typically be handled by an assigned Field Service Technician, covered under this Assurance agreement.

REPORTING

Full summary reporting will be provided following the completion of any service action. That report would detail the original complaint, actions taken to resolve the issue, and recommendations for further actions or upgrades.

DESCRIPTION OF NON-COVERAGE

SERVICES NOT COVERED

The following items, areas, and conditions are not covered by the terms of this service agreement:

8. Any equipment not procured by Diversified that was furnished by the Client at the time of installation.
9. Failure due to or caused by fire, as a result of utility Services, poor unconditioned or fluctuating electrical power, air-conditioning or humidity control, computer virus, or natural and environmental causes such as earthquake, tornado, floods, lightning, corrosion, acts of war or terrorism, quarantine restriction, strikes, freight embargoes, or other extreme weather.

Failure caused by abuse, misuse, or negligence of the installed systems and/or components.

Any actual, consequential, or incidental damages incurred or suffered by the Client, directly or indirectly, or for economic loss, including, but not limited to inconvenience, common carrier delay or material damage, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever.

Failure or perceived failure on mechanical or electrical failure was found or due to the Client's inability to operate the covered systems and components properly.

Control system or other software programming changes to facilitate control functions not available at the commencement of the agreement.

Inability of the covered systems and components due to the manufacturing design of a product, or the integration of the system, to perform in a manner other than for what it was designed.

Any condition that existed before the start date of this agreement that would have been obvious during a pre-inspection of the covered systems and components.

Repairs prohibited by statute, governmental regulation, or applicable other law.

Physical re-installation of covered systems and components from their original installed configuration.

Back-up and restoration of data.

Replacement parts that are not available or have been discontinued.

Work performed outside of Diversified normal business hours except as agreed to herein.

Equipment deemed “End of Service Life”, or “UN-REPAIRABLE” by either Diversified or the original equipment manufacturer.

ISDN and/or IP networking problems related to video conferencing systems. Diversified is not responsible for troubleshooting local, long-distance ISDN carrier problems or IP networking problems. Should the requirement arise that necessitates Diversified involvement in diagnosing ISDN/IP network problems, Diversified will provide this service on a time and material basis.

Repair or replacement of Glass, or Plexiglas products, screen covers, fixtures, equipment covers, and consumables (i.e., lamps, batteries & filters).

Client making IP network changes or switch updates/changes that break the control and audio-video systems.

Client making codec firmware upgrades that break the AV control system. Diversified is not liable for programming upgrades related to Codec security modifications.

Client initiating building Power generator testing; requests to retest AV system after clients initiate a power system shut down and generator test.

Proposal Acceptance

Please review this for accuracy, and if you agree with the terms, please sign it and return to my attention, keeping a copy for your records.

Client	One Diversified, LLC

AUTHORIZED (Individual Authorized to Execute Agreement)	SIGNATURE	DATE OF ACCEPTANCE	AUTHORIZED SIGNATURE (Individual Authorized to Execute Agreement)	DATE OF ACCEPTANCE
PRINTED NAME			PRINTED NAME	
EMAIL ADDRESS				

PURCHASE ORDER PAYMENT

PURCHASE ORDER NUMBER	BILLING ADDRESS (Street/Number, City, State, Zip)
BILLING CONTACT NAME	DELIVERY SITE ADDRESS (Street/Number, City, State, Zip)
BILLING CONTACT EMAIL	BILLING CONTACT PHONE

New ACH and Wire Instructions

Please contact our Treasury department at 888.727.6274 for bank account confirmation. It is Diversified's policy to verify its banking information.

Account #:	3666013
Domestic ACH/Wires Routing:	071000288
Int'l Wires Swift Code (BIC):	HATRUS44

New Remittance Address

Lockbox address:	One Diversified, LLC – Lockbox, P.O. Box 95330, Chicago, Illinois 60694-5330
Overnight to:	Conduent c/o BMO Harris LBX 95330 141 W. Jackson Blvd., Suite 1000 Chicago, Illinois 60604

TERMS AND CONDITIONS

This agreement (the "Agreement") is made as of the date of signature below between One Diversified, LLC, ("Diversified"), and **City of Lakewood, WA** the "Client"). The parties agree as follows:

Diversified: Diversified shall provide the services and/or equipment ordered by Client in a professional and workmanlike manner and in accordance with "best in class" generally accepted industry standards. As used throughout this Agreement, any services described in an accepted scope of work (a "SOW"), shall be referred to as the "Services; equipment described in an accepted SOW, shall be referred to as the "Equipment"). Diversified may provide additional services or equipment beyond those described in the SOW if the parties mutually agree in writing to such services. Services and/or equipment not specifically described in the SOW shall be the responsibility of Client or other third parties engaged by Client.

Client's Responsibilities: Client shall provide Diversified with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by Diversified in order to perform the Services or deliver the Equipment. When available, Client must provide Diversified with up-to-date plans in the event they impact the Scope of Work. Diversified may rely on the accuracy and completeness of these items without any obligation of independent verification. Client will not be responsible for obtaining or paying for necessary permits from authorities with jurisdiction over the Services and/or Equipment unless Diversified provides written notification in the SOW stating otherwise.

Prevailing Terms and Conditions: By signing this Agreement, Client represents and acknowledges that he/she has fully read, understands, and accepts the terms of this Agreement, including the terms and conditions included herein. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth in this Agreement.

Delivery, Title and Risk of Loss – Systems Integration Projects: In the case of a systems integration project with prefabrication at a Diversified integration facility, title and risks of loss of or damages to any Equipment will pass to Client upon Diversified's delivery of them to the Client's place of business.

Delivery, Title and Risk of Loss – Drop Shipments: In the case of drop shipments, delivery dates are approximate and are based upon prompt receipt of all necessary information from Client. Unless otherwise specified by Diversified or provided for in other signed agreements, delivery will be made, and title and risks of loss and/or damage will pass F.O.B. point of shipment to Client. All claims for damage or loss of Equipment must be made directly to the freight carrier.

Taxes: Taxes are based on estimates and will be billed to actual at the time of invoicing. Customers, including government, general contractors and not for profit entities seeking a tax exemption must supply Diversified with a valid exemption certificate or direct pay permit at the time of proposal execution or upon issuance of a purchase order.

"Taxes. The fees and charges set out in a Statement of Work do not include taxes, duties, tariffs or other assessments. Customer will be responsible for and will reimburse Diversified for all taxes and similar charges that are related to this Agreement or to payments made under this Agreement, other than taxes imposed on the net income of Diversified (collectively, "**Taxes**"). If Customer is required by law to make any deduction or withholding of Taxes from any payment due to Diversified under this Agreement, Customer will (i) timely and properly prepare and submit any necessary filings and remit such Taxes to the appropriate taxing authority, (ii) provide Diversified with governmental receipts evidencing Customer's withholding and payment to the appropriate tax authorities in a timely manner, and (iii) increase each payment related to this Agreement to the extent necessary to ensure that Diversified actually receives the amount that Diversified would have received if such payment had not been subject to Taxes."

Estimated Schedule and Delivery Time: Diversified shall use commercially reasonable efforts to render the Services and/or Equipment in accordance with any committed timetable set forth in the SOW. During the course of providing the Services and/or Equipment, events outside the reasonable control of Diversified (collectively, "Force Majeure Events") may impact the completion schedule and Diversified shall not be held responsible for any such delays in meeting the completion schedule, failure to deliver or perform as a result of any delays resulting from any such occurrence. As used in this Agreement, Force Majeure Events include but are not limited to (i) any cause beyond Diversified's reasonable control, (ii) an act of God, act of Client, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account

of a cause beyond the reasonable control of Diversified to obtain necessary materials, components, services or facilities. Diversified will notify Purchaser promptly of any material delay excused by this clause and will specify the revised delivery date as soon as practicable. Delays or movement in scheduled dependent predecessor tasks will not change the required minimum time for Diversified to complete their associated task/work. Diversified shall notify Client of any such delays within 48 hours.

Fees and Payment: Client shall pay Diversified the fees for Services and/or Equipment (the "Total Fee") set forth on the invoice consistent with the payment term provisions set forth above. All payments are due to Diversified upon receipt of the invoice, unless otherwise specified. Payments more than 30 days past due will accrue interest at the lesser of 1.5% per month, or the maximum rate permitted by applicable law. Client shall reimburse Diversified for all reasonable costs and expenses of collection, including attorneys' fees.

Labor and Equipment Price Increases: Equipment, Material, and Labor costs have been calculated based on the current prices for labor, equipment, and the component materials, however, the market for electronic equipment and materials is considered to be volatile, labor shortages are possible, and sudden price increases may occur. When the price for any item of materials, equipment, or labor increases two percent (2%) or more between the Proposal or Quotation Date and the materials/equipment purchase date or the date labor is utilized for the relevant project, Customer shall pay to Diversified, on request all sums by which the cost to Diversified has increased beyond 2%, as demonstrated by Diversified. Where the delivery of equipment, materials, and/or the performance of labor are delayed or labor shortages occur, through no fault of Diversified, as a result of the shortage or unavailability of the equipment, materials, or labor, Diversified shall not be liable for any additional costs or damages associated with such delay(s).

BILLING TERMS

Payment Schedule Line Item	Bill/Invoice Value	Payment Due Date
Equipment-Only Sales	100% of Total Fee	Due upon delivery of Equipment to Client or Diversified staging facility.
	Client will be billed for Equipment as it is delivered to Diversified staging facility or Client. If Equipment is shipped in installments, Client will receive multiple invoices. All equipment invoices are due in full upon receipt.	
All Other Services		
50% of Total Cost	Upon Contract Commencement	Due Net-30 days of invoice date.
40% of Total Cost	Upon Arrival of Equipment	Due Net-30 days of invoice date.
10% (Final Payment)	Upon Install and Completion	Due Net-30 days of invoice date.

Client will be billed 50% of Total Fee at the time of contract signing, due in full upon receipt. Client will be billed a progress payment in the amount of 40% of the Total Fee when any Equipment is delivered to Client or Diversified staging facility regardless of whether Equipment is shipped in multiple installments; this invoice is due in full within thirty days of the invoice date. The balance of the Total Fee will be billed after Project completion and due in full within thirty days of the invoice date.

Approval of Orders: This Agreement and all SOWs for Services or Equipment under this Agreement are subject to acceptance by Diversified including, if appropriate, approval by Diversified Credit Department. Upon request, Client will furnish Diversified such

financial information as Diversified may reasonably request for this approval. Diversified may, in its sole discretion, cancel this Agreement at any time if Client fails to meet credit requirements established by Diversified.

Confidentiality: During the course of this Agreement, each party, its employees, subcontractors, officers and agents may receive or have access to Confidential Information of the other party (each, a "Receiving Party" when the recipient of Confidential Information, and a "Disclosing Party" when the discloser of Confidential Information). In the event the Receiving Party obtains Confidential Information from the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. Each party's Confidential Information consists of its business plans and customer lists, any information the Disclosing Party identifies as confidential at the time of disclosure (or if in writing the Disclosing Party marks as Confidential), and any information a reasonable person would consider confidential under the circumstances.

Mutual Obligations: The Receiving Party shall (i) not use the Disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement; (ii) not use, disclose or otherwise make available to any person or entity (except as permitted herein) any of the Disclosing Party's Confidential Information during the term of this Agreement or thereafter without the prior written consent of the Disclosing Party. (iii) limit access to Confidential Information to those employees, officers, subcontractors and agents on a need-to-know basis who has first executed a general written agreement committing such person to conduct that would not violate its obligations pursuant to this Agreement; (iv) be responsible for any breach of this Agreement by employees, subcontractors, officers and agents.

Exceptions: Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of either party in breach of this Agreement; (b) such information was received by the Receiving Party from a third party, which third party had no obligation of confidentiality to the Disclosing Party; or (c) such information was in the possession of the Receiving Party at the time of the disclosure, or (d) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (e) such information is/are required to be disclosed pursuant law, judicial order, or government regulation, provided that, in the event the Receiving Party becomes legally compelled to disclose any of the information, the Receiving Party shall provide to Disclosing Party prompt notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

Termination / Suspension of Contract: Either party may terminate this Agreement at any time upon not less than 30 days prior written notice to the other party. Client shall pay Diversified for all Services rendered and Equipment delivered up to the effective date of termination plus any associated restocking fees for materials that cannot be returned for credit. Diversified is not required to release any work product unless Client has made payment in full for the respective Services and/or Equipment. Diversified may terminate this Agreement or suspend the performance of the Services if Client fails to pay Diversified any invoice issued pursuant hereto. Diversified shall have no liability to Client or any third party as a result of any such suspension or termination.

Independent Contractors; No Agency: Each party is and shall act solely as an independent contractor. Nothing in this Agreement shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way, or, to create the relationship of partners, principal and agent, or joint-venture partners between the parties.

Indemnification: Client shall indemnify, defend and hold Diversified its officers, directors, employees and agents harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and other expenses and fees incurred through appeal, and interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses, including injuries or death, or economic losses, arising out of the Services; provided, however, Client shall not be required to indemnify Diversified for claims where Diversified, its officers, directors, employees or agents are found to be solely responsible by final non-appealable judicial decision for such damages or losses based upon such entity's or person's willful misconduct or gross negligence.

Warranty; Limitation of Liability: except as specifically set forth in LIMITED WARRANTY, Diversified makes no warranties whether express, implied or statutory, regarding the services and/or equipment provided under this agreement. to the greatest extent permitted by law, diversified specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and those arising from a course of dealing, usage or trade practice. diversified shall not be liable for any indirect, punitive, special, incidental or consequential damages arising out of this agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in Atlanta, Georgia, and the parties agree to submit to the jurisdiction of, and agree venue is proper in, the aforesaid courts in any such legal action or proceeding.

Dispute Resolution: In case of any dispute arising or related to this Agreement, Diversified and Client, by mutual agreement, shall first attempt to resolve any dispute informally through mediation.

Mediation: Diversified and Client shall submit the dispute to executives selected by each party (a maximum of two persons for each party). These executives shall meet as often as necessary to gather and analyze information relevant to resolving the dispute and shall negotiate in good faith. All proposals and information exchanged as well as discussions during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings. If no settlement is reached in the informal dispute discussions, either party may, within thirty (30) days from the date of a written communication that the informal dispute process was unsuccessful, give notice to the other party that the noticing party wishes to pursue formal mediation throughout arbitration.

Arbitration: In the event that the parties cannot amicably resolve a dispute or damage claim through mediation, the parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of Georgia shall apply to the arbitration proceedings. The parties agree to initially split the costs of any arbitration, but the prevailing party, if any, is entitled to reimbursement for its portion of the arbitration fees. The parties agree that the arbitrator cannot award punitive damages to either party. The parties agree that such arbitration is fully binding and agree to be so bound by the arbitrator's findings. Judgment upon the award as rendered by the arbitrator may be entered in any court having jurisdiction.

Assignment: Neither party may assign this Agreement without the prior written consent of the other, though such consent shall not be unreasonably withheld. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

Notice: Any notices required or permitted under this Agreement or required by law must be in writing and must be either: (i) delivered in person; (ii) sent by registered mail, return receipt requested; (iii) sent by overnight courier, (iv) or sent by facsimile, each case forwarded to the appropriate address set forth below.

If to Diversified:

Address:

Attention:

If to client:

Address:

Attention:

Non-Solicitation of Employees: Client agrees that during the provision of any Services as provided by Diversified under this Agreement and for a period of one (1) year after the termination of this Agreement, Client will not solicit or induce, directly or by use of a third party, any employee of Diversified leave his/her employ with Diversified. If Client violates this provision, Client shall pay Diversified a fee equal to fifty (50%) of such employee's then-current salary at Diversified.

Miscellaneous: This Agreement is the entire and integrated agreement between Client and Diversified with respect to the subject matter herein and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by authorized representatives of both Client and Diversified. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid. This Agreement may be executed in one or more counterparts, including facsimile, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

Please review this for accuracy, and if you agree with the terms, please sign it and return to my attention, keeping a copy for your records.

Client			One Diversified, LLC	
AUTHORIZED (Individual Authorized to Execute Agreement)	SIGNATURE	DATE OF ACCEPTANCE	AUTHORIZED SIGNATURE (Individual Authorized to Execute Agreement)	DATE OF ACCEPTANCE
PRINTED NAME			PRINTED NAME	

LIMITED WARRANTY OFFER (90 DAYS)

In addition to any other rights you may have, Diversified shall extend a 90 day limited defective equipment and workmanship warranty from the date of substantial or practical completion of the system installation or beneficial use of the system by the client whichever is first occurring, unless such period has been superseded by the purchase of a Diversified Service Agreement Package. Details describing our Service Agreement options are outlined in a separate document. Diversified's limited warranty shall cover defective equipment and defects in workmanship for installation work relating to but not limited to cabling, connectors, structural elements, mountings, equipment rack wiring and internal adjustments. Under the limited warranty, labor services will be provided at no charge. Defects in third party manufacturer equipment and/or installation or other services provided by the manufacturer are covered under the manufacturer's warranty and will be managed by Diversified during the limited warranty period. Product serial numbers must not be removed.

Diversified's limited warranty excludes coverage due to equipment or system abuse, neglect, alteration, lamps and bulbs, misuse including but not limited to: operating outside of environmental, user error, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Diversified or repair by a service facility other than those authorized by the manufacturer. If within the limited warranty period, we are contacted with a support request that falls under this limited warranty exclusion, time, travel and equipment for this and any subsequent visit required will be billed at our current labor Time & Material rates.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, DIVERSIFED SHALL NOT BE HELD LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM A BREACH OF WARRANTY, SPECIFICALLY, DIVERSIFIED IS NOT RESPONSIBLE FOR ANY COSTS SUCH AS LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS DAMAGE OR OTHERWISE. SOME LOCAL JURISDICTIONS, STATES OR COUNTRIES MAY NOT ALLOW A LIMITATION ON SUCH DAMAGES, SO THIS LIMITATION MAY NOT APPLY.

WARRANTY SERVICE PROCESS

All new equipment provided by Diversified includes each manufacturer's full warranty from the date of client invoice. Diversified shall address all manufacturer warranty requirements as "Depot" (Return-to-Base / RTB) service only. Under Depot service, client ships equipment to an authorized factory warranty repair center. Diversified will act as liaison between client and manufacturer and assist with Return Materials Authorization (RMA) logistics support. Labor relating to defective equipment is covered for 365 days under this limited warranty and can be extended through the execution of a service level agreement. All other time, travel and equipment for this and any subsequent visit required will be billed at our current labor Time & Material rates.

Diversified shall respond to warranty support requests (via phone, email or on-site) during the normal working hours of 8AM - 5PM local (client site) time Monday - Friday, except recognized holidays. Service required outside of normal working hours shall be billed at current labor Time & Material rates for overtime work. Diversified will make every effort to address such issues within 72 hours after notification.

Upon arrival for warranty support, Diversified will expect access to the system and equipment. To avoid additional charges, please contact us 24 hours in advance if delays in access are to be expected. If our Technician arrives to a scheduled appointment and cannot gain access to the system or equipment to affect a proper diagnosis or repair, we will bill the service call for time, travel and equipment for this and any subsequent visit required at our current Time & Material rates.

If it is required that equipment be removed for repair, we will make every attempt to minimize the impact on the system operation while the unit is being repaired. However, it is not possible to guarantee any level of system operation. Loaner equipment is not included in our limited warranty or service agreements.



One Diversified, LLC
37 Market Street
Kenilworth, NJ 07033
onediversified.com

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REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026	**TITLE:** Authorizing the increase in contract authorization with R.L.Alia Co, in the amount of $36,849.30, for the Custer Road – Bridgeport to 75th Project.	**TYPE OF ACTION:** __ ORDINANCE __ RESOLUTION X MOTION 2026-83 __ OTHER
REVIEW:	**ATTACHMENTS:**	

SUBMITTED BY: Jeff Rimack, Planning and Public Works Director

RECOMMENDATION: It is recommended that the City Council increase contract authorization in the amount of $36,849.30 for the construction of the Custer Road – Bridgeport to 75th Project, City Project Number 302.0116.

DISCUSSION: Motion 2026-20, approved by Council March 2, 2026, authorized execution of a construction contract with R.L. Alia in an amount not to exceed $1,958,150.70. Since that motion, additional costs for expediting the work and relocation of the City's interconnect system have raised the estimated cost of the project to an estimated $1,995,000.

This motion will increase the construction spending authorization to $1,995,000. This final request will provide adequate authorization to pay for the final project expenses.

ALTERNATIVE(S): There is no practical alternative except to authorize the requested project spending increase for payment of work completed.

FISCAL IMPACT: The project budget originally established in the 2024 Carry Forward budget and extended as a part of the 2026 Carry Forward contains sufficient funds to cover the additional $36,849.30 requested in this amendment.

Troy Pokswinski Prepared by	Doug Russell City Manager Review
Jeff Rimack Department Director	

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:**	**TITLE:** Authorizing the execution of an agreement with Gordon Thomas Honeywell – Government Affairs for state governmental relation services **ATTACHMENTS:** Contract	**TYPE OF ACTION:** __ ORDINANCE NO. __ RESOLUTION NO. _x_ MOTION NO.2026-84 __ OTHER

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

RECOMMENDATION: It is recommended that the City Council authorize the execution of an agreement with Gordon Thomas Honeywell – Government Affairs for State government relations services in 2027 and 2028.

DISCUSSION: The City contracts with GTH-GA to provide governmental relation services, to include developing state legislative priorities and advocating for them with the City's state delegation.

ALTERNATIVE(S): The City Council may choose not to authorize the contract and negotiations would resume.

FISCAL IMPACT: $69,000 annual total in 2027 and $71,070 in 2028.

Michael Vargas Prepared by	Doug Russell City Manager Review
Doug Russell Department Director	

CITY OF LAKEWOOD
AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between the City of Lakewood, Washington (City) and Gordon Thomas Honeywell Governmental Affairs (Contractor).

AGREEMENT:

1. SCOPE OF SERVICES

A. The Contractor shall provide to the City the following services:

1) Contractor shall advise and assist in planning state legislative information and lobbying efforts for the City during the terms of this contract.

2) Contractor shall monitor specific state legislation designated by the City, relevant legislative committees, state agencies, rule making, and the activities of appropriate interest groups which pertain to the stated interests, goals and objectives of the City. Contractor shall identify opportunities in a timely manner for City staff and elected officials to testify before legislative committees and subcommittees with respect to proposed legislation; shall communicate such opportunities to the City; shall assist in preparation of testimony to be given; shall prepare witnesses as requested and testify on behalf of the City when requested.

3) Contractor shall represent the City's legislative objectives with members of the Washington State Legislature; the Governor's office, appropriate legislative committees, state agencies and legislative staff. In addition, Contractor shall maintain effective liaison with major public interest groups and coalitions, including, but not limited to, the Association of Washington Cities.

4) During session, Contractor shall provide the City with oral activity reports weekly or more frequently as needed. At least semi-monthly during session, the Contractor shall provide a written update of the status of proposed legislation of particular interest to the City. At other times, written reports will be provided as requested by the City.

5) Contractor shall attend meetings of the City Council and City staff as may be requested by the City in order to brief City Officials on the status of legislative activities. The initial meeting will occur at the direction of the City.

6) Contractor will assist in the drafting, revising and obtaining sponsors for bills requested by the City. Additionally, the Contractor will work to obtain necessary support on bills by scheduling meetings with legislators, legislative staff, and others on legislation of interest to the City.

7) Contractor will meet, communicate and work with City staff, as necessary, to insure that specific technical issues are clearly and appropriately delineated and articulated.

2. COMPENSATION

The City of Lakewood shall pay Consultant an annual fee of $69,000 in 2027 and $71,070 in 2028 to complete the services listed in the Scope of Services, which shall be divided into twelve equal payments. In addition to fees, Consultant may bill communication expenses, such as travel, and long distance charges. Expenses shall not exceed $1,000 for the term of the contract.

3. BILLING AND PAYMENT PROCEDURE

On or before the 15th day of each month, Contractor shall submit to the City a request for monthly payment for work performed during the previous month, which shall be processed by the City in the normal course.

4. EFFECTIVE AND TERMINATION DATES

A. This Agreement shall be effective as of January 1, 2027, through December 31, 2028.

B. This Agreement may be extended by mutual written agreement of the Contractor and the City.

5. EARLY TERMINATION OF AGREEMENT

A. The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

B. The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in the sole discretion of the City.

C. Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. PAYMENT ON EARLY TERMINATION

In the event of termination under section 5 hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

7. CITY PROJECT MANAGER

A. The City Project Manager shall be designated by the City Manager.

B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other actions referred to herein.

8. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations.

9. MAINTENANCE OF RECORDS

The Contractor shall maintain records on a current basis to supports its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit and copying for three years from the date of completion or termination of this Agreement.

10. AUDIT OF PAYMENTS

A. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by Section 9.

B. If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

11. INSURANCE

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

a. Comprehensive public liability insurance, including automobile and property damage, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of $1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.

b. Such workmen's compensation and other similar insurance as may be required by law.

c. Professional liability insurance with minimum liability limits of $1,000,000.

12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Contractor, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Contractor and their respective officers, agents and employees, or any of them, the Contractor shall satisfy the same to the extent that such judgment was due to the Contractor's negligent acts or omissions.

13. SUBCONTRACTING

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder.

14. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

15. CONTRACTOR'S PERSONNEL

The Contractor shall designate Shelly Helder as the primary consultant to represent the City of Lakewood to perform the work set forth in this Agreement. The services detailed in the Scope of Services shall be performed solely by Shelly Helder. Support work required to carry out the services may be delegated when necessary at the discretion of the Contractor. Provided, however, that any change in primary consultants representing the City must be approved in writing by the City.

16. INDEPENDENT CONTRACTOR STATUS

A. The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

B. The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including, without limitation, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

17. REGISTRATION AND REPORTING AS LOBBYIST

Contractor shall be responsible for compliance with all requirements of chapter 42.17A.600 with regard to the activities Contractor engages in pursuant to this Agreement. Except as otherwise required by law, the City will not register the Contractor as a lobbyist or otherwise report the activities of the Contractor.

18. NOTICE

A. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Douglas Russell
City Manager
6000 Main Street S.W.
Lakewood, Washington 98499

If to Contractor: Shelly Helder
Gordon Thomas Honeywell Government Relations
1201 Pacific Avenue Suite 2200
Tacoma, Washington 98401

19. AMENDMENTS

The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Any amendment that increases the amount of compensation payable to the Contractor must be approved by the City Manager. The Project Manager may agree to and execute any other amendment on behalf of the City.

20. AVOIDANCE OF POTENTIAL CONFLICT

A. It is agreed that the nature of the work may result in direct conflicts of interest between the City and other clients that the Contractor may represent currently, or in the future. In these instances, the Contractor will immediately inform the City. The parties will attempt to identify the possibility of such instances before they occur. The Contractor shall not advocate or promote any legislative objectives on behalf of existing or potential clients that are determined by the City to be in conflict with the City's legislative objectives.

B. Contractor shall provide written notice to the City of all current and any new clients obtained after the start of the contract. Contractor will not accept new clients if doing so would create conflicts of interest for the Contractor or would otherwise impair the Contractor's ability to fully perform the obligations of this contract.

22. COSTS TO PREVAILING PARTY

In the event of litigation or other legal action to enforce any rights, responsibilities or obligations under this Agreement, the prevailing party shall be entitled to receive its reasonable costs and attorney's fees.

23. APPLICABLE LAW

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be Pierce County, State of Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Consultant of the services.

24. CAPTIONS, HEADINGS AND TITLES

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

25. SEVERABLE PROVISIONS

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

27. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective this ____ day of _____, 2026.

CITY OF LAKEWOOD

_____
Douglas Russell, City Manager
City of Lakewood

Dated: _____

Attest:

_____
Briana Schumacher
City Clerk

Approved as to form:

_____
Heidi Ann Wachter, City Attorney
Dated: _____

CONTRACTOR

_____
Shelly Helder
Gordon Thomas Honeywell Government Relations
Dated: _____

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:**	**TITLE:** Authorizing the execution of an agreement with Johnston Group for federal governmental relation services **ATTACHMENTS:** Contract	**TYPE OF ACTION:** __ ORDINANCE NO. __ RESOLUTION NO. _x_ MOTION NO. 2026-85 __ OTHER

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

RECOMMENDATION: It is recommended that the City Council authorize the execution of an agreement with Johnston Group for Federal government relations services in 2027 and 2028.

DISCUSSION: The City contracts with the Johnston Group to provide governmental relation services, to include developing federal legislative priorities and advocating for them with the City's federal delegation.

ALTERNATIVE(S): The City Council may choose not to authorize the contract and negotiations would resume.

FISCAL IMPACT: $64,800 annual total in 2027 and $66,750 in 2028.

Michael Vargas Prepared by	Doug Russell City Manager Review
Doug Russell Department Director	

CITY OF LAKEWOOD
AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between the City of Lakewood, Washington (City) and Johnston Group (Contractor).

AGREEMENT:

1. SCOPE OF SERVICES

A. The Scope of Services for both 2027 and 2028 are as detailed in the attached Proposal, Exhibit A.

2. COMPENSATION

The City of Lakewood shall pay Consultant a monthly fee of $5,400 for twelve (12) months in 2027 ($64,800 total) and $5,5625.50 in 2028 ($66,750 total) to provide services detailed in the attached, Exhibit A.

3. BILLING AND PAYMENT PROCEDURE

On or before the 15th day of each month, Contractor shall submit to the City a request for monthly payment for work performed during the previous month, which shall be processed by the City in the normal course.

4. EFFECTIVE AND TERMINATION DATES

A. This Agreement shall be effective as of January 1, 2027 through December 31, 2028.

B. This Agreement may be extended by mutual written agreement of the Contractor and the City.

5. EARLY TERMINATION OF AGREEMENT

A. The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

B. The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in the sole discretion of the City.

C. Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach

within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. PAYMENT ON EARLY TERMINATION

In the event of termination under section 5 hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

7. CITY PROJECT MANAGER

A. The City Project Manager shall be the City Manager or designee.

B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other actions referred to herein.

8. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations.

9. MAINTENANCE OF RECORDS

The Contractor shall maintain records on a current basis to supports its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit and copying for three years from the date of completion or termination of this Agreement.

10. AUDIT OF PAYMENTS

A. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by Section 9.

B. If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

11. INSURANCE

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all

such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

a. Comprehensive public liability insurance, including automobile and property damage, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of $1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.

b. Such workmen's compensation and other similar insurance as may be required by law.

c. Professional liability insurance with minimum liability limits of $1,000,000.

12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Contractor, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Contractor and their respective officers, agents and employees, or any of them, the Contractor shall satisfy the same to the extent that such judgment was due to the Contractor's negligent acts or omissions.

13. SUBCONTRACTING

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder.

14. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

15. INDEPENDENT CONTRACTOR STATUS

A. The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

B. The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including, without limitation, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

16. REGISTRATION AND REPORTING AS LOBBYIST

Contractor shall be responsible for compliance with all relevant requirements with regard to the activities Contractor engages in pursuant to this Agreement. Except as otherwise required by law, the City will not register the Contractor as a lobbyist or otherwise report the activities of the Contractor.

17. NOTICE

A. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Doug Russell
City Manager
6000 Main Street S.W.
Lakewood, Washington 98499

If to Contractor: Jake Johnston
Johnston Group
2400 NW 80th SW #191
Seattle, Washington 98117

18. AMENDMENTS

The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Any amendment that increases the amount of compensation payable to the Contractor must be approved by the City Manager. The Project Manager may agree to and execute any other amendment on behalf of the City.

19. AVOIDANCE OF POTENTIAL CONFLICT

A. It is agreed that the nature of the work may result in direct conflicts of interest between the City and other clients that the Contractor may represent currently, or in the future. In these instances, the Contractor will immediately inform the City. The parties will attempt to identify the possibility of such instances before they occur. The Contractor shall not advocate or promote any legislative objectives on behalf of existing or potential clients that are determined by the City to be in conflict with the City's legislative objectives.

B. Contractor shall provide written notice to the City of all current and any new clients obtained after the start of the contract. Contractor will not accept new clients if doing so would create conflicts of interest for the Contractor or would otherwise impair the Contractor's ability to fully perform the obligations of this contract.

20. COSTS TO PREVAILING PARTY

In the event of litigation or other legal action to enforce any rights, responsibilities or obligations under this Agreement, the prevailing party shall be entitled to receive its reasonable costs and attorney's fees.

21. APPLICABLE LAW

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be Pierce County, State of Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Consultant of the services.

22. CAPTIONS, HEADINGS AND TITLES

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

23. SEVERABLE PROVISIONS

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

25. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective this _____ day of November, 2026.

CITY OF LAKEWOOD	**CONTRACTOR**
_____	_____
Doug Russell, City Manager	Jake Johnston
City of Lakewood	Johnston Group
Dated: _____	Dated: _____

Attest:

_____
Briana Schumacher
City Clerk

Approved as to form:

_____
Heidi Ann Wachter, City Attorney
Dated: _____

City of Lakewood

2027 Federal Agenda City of Lakewood

1. **Bring Federal Funding to the City of Lakewood for the Fort Steilacoom Community Center Project**

    - Lobby for the $3,200,00 in funding for the Lakewood Fort Steilacoom Project currently funded in the FY'27 House Transportation Appropriations bill for $500,000 by Rep. Marilyn Strickland and requested for $3,200,000 by Senator Cantwell in the Senate Transportation Appropriations bill.
    - Coordinate with delegation about the funding in any final budget bill.
    - Track the Notice of Funding Availability for the award in 2027 and coordinate with delegation to swiftly obtain the funds and meet grant contracting requirements.
    - Begin to evaluate the next federal funding request with city staff. Potential projects may include an expanded Community Center and / or Senior Center.

2. **Prepare for a BUILD construction grant for the City's Downtown / Green Loop Project with Expanded Scope**

    - The City was awarded an $850,000 RAISE Planning grant in 2024 to evaluate the Green Loop Project. That planning process is anticipated to be complete in late 2026 / early 2027 and the City may choose to pursue a BUILD construction grant in 2027 or 2028.
    - The BUILD construction grant will expand on the planning scope from the Green Loop project to include connections and key mobility corridors.
    - BUILD construction grants can be as much as $25 million and need comprehensive coordination with the congressional delegation for success.
    - BUILD grants are likely to be due at the end of February / early March in each of the funding years.

3. **Support federal funding for additional regional projects and federal programs**

    - I-5 Nisqually River Bridge Project
    - Defense Community Infrastructure Program
    - Community Development Block Grant Program
    - HOME Investment Partnership Program

4. **Support the Appropriations Language that would base federal grant funding on project merits rather than Administration policy goals.**

    - The Trump Administration has proposed far reaching changes to federal contracting for all grantmaking agencies that would put political appointees in charge of grant awards and ensure that awarded grant projects align with non-germane Administration policy priorities.
    - This effort has been blocked by the Courts and language was included in the short-term funding package passed by Congress to block this proposed rule from taking effect until December.

- This proposed rule would significantly disadvantage cities like Lakewood from obtaining federal funding.

5. **Support federal funding opportunities and tax policy goals benefitting the City of Lakewood without onerous restrictions or irrelevant policies.**

    - Continue to support congressional earmarking authority for public entities.
    - Protect federal grant funding from discriminatory and restrictive requirements pushed via Executive Orders that would make federal funding contingent upon recipients eliminating any programs intended to promote diversity, equity and inclusion policies and complying with Immigration and Customs Enforcement officials, among other policy agenda goals.
    - Lobby for preserving and expanding the New Markets Tax Credit, the Opportunity Zones Tax Credit, the Affordable Housing Tax Credit and the State and Local Sales Tax Deduction. These policies, in addition to policies that would negatively value municipal bonding authority, remain under debate in Congress and the City should advocate for strong municipal authority and tax credits that facilitate economic development and meet our region's critical housing needs.

6. **Obtain Additional Small and Medium Sized City Set Asides in Federal Grant Programs**

    - Continue to collaborate with other Washington cities in support of language in the Federal Transportation Reauthorization bill which expires in 2026 and needs to be reauthorized or extended.
    - Continue to coordinate with delegation – especially Rep. Strickland who serves on the House Transportation Committee and Senator Cantwell who serves on the Senate committee of jurisdiction - about the legislative effort to support this policy goal.

7. **Delegation Meetings**

    A key part of our engagement moving forward will be to build on the relationships already in place between the City of Lakewood and its Congressional Delegation. This may include meetings in Washington, D.C. between the city and its delegation as well as other federal agencies and offices. We will also meet locally with district-based congressional staff and elected officials. It is possible that some of these meetings take place via videoconference as well as in person.

The City of Lakewood has a deep interest in an array of other federal policy issue areas that are in alignment with the City's core values. The City may communicate at any time to the delegation about any policies in these areas that are under legislative consideration, align with delegation priorities and meet community concerns.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:**	**TITLE:** Canceling the Monday, December 21, 2026 City Council meeting. **ATTACHMENTS:**	**TYPE OF ACTION:** __ ORDINANCE __ RESOLUTION _X_ MOTION NO. 2026-86 __ OTHER

SUBMITTED BY: Briana Schumacher, City Clerk

RECOMMENDATION: It is recommended that the City Council cancel the Monday, December 21, 2026 Meeting.

DISCUSSION: The City Council has no matters of city business coming forward for legislative authorization or review. Per the City Council Rules of Procedure the meetings may be canceled by the Mayor or a majority vote of the Council.

ALTERNATIVE(S): The City Council could choose not to cancel the meeting.

FISCAL IMPACT: There is no fiscal impact.

Briana Schumacher, City Clerk Prepared by	Doug Russell City Manager Review
Heidi Ann Wachter, City Attorney Department Director	

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW**:	**TITLE:** Appointing Labracke Moore to serve on the Lakewood Arts Commission through October 15, 2029. **ATTACHMENTS:** Candidate application.	**TYPE OF ACTION:** __ ORDINANCE __ RESOLUTION _X_ MOTION NO. 2026-87 __ OTHER

SUBMITTED BY: Briana Schumacher, City Clerk on behalf of Mayor Bocchi.

RECOMMENDATION: It is recommended that the City Council confirm the Mayor's appointment of Labracke Moore to serve on the Lakewood Arts Commission through October 15, 2029.

DISCUSSION: The role of the Lakewood Arts Commission is to assess needs, establish priorities and make recommendations for enrichment of the community and promotion of its cultural vitality through the arts.

The Lakewood Arts Commission will do the following:

- Promote the visual, performing and literary arts;
- Encourage the creative contribution of local artists;
- Make recommendations for Public Art to the City Council;
- Support community-building events; and
- Foster the City's cultural heritage.

ALTERNATIVE(S): The City Council could choose not to confirm the appointment.

FISCAL IMPACT: There is no fiscal impact.

Briana Schumacher, City Clerk Prepared by	Doug Rummel City Manager Review
Heidi Ann Wachter, City Attorney Department Director	

Note about transcribed forms: this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.

Seal of the City of Lakewood, Washington, with mountains, water, and the year 1996.

City of Lakewood
6000 Main Street SW
Lakewood, WA 98499

Application for Appointment

I wish to be considered for appointment to the following committee, board or commission:

☐ American Lake – Lake Management District No. 1 Advisory Committee

Please return this form to: City of Lakewood City Clerk's Office
6000 Main Street SW
Lakewood, WA 98499
Email: bschumacher@cityoflakewood.us

Name: Labracke Moore

(Please Print)

Home Address: 40 Thunderbird Parkway Southwest apt a7

City: Lakewood

State: WA

Zip: 98498

Phone Number: 3185057865

E-mail: wondrousbeginnings@gmail.com

Are you a private property owner in the American Lake – Lake Management District No. 1

Yes ☐ No ☑

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? If yes, please include names and the dates that you served:

I have not

Additional space for names and dates served

Please share some of the professional and/or community activities, experiences or qualifications that you have relating to the work of this committee:

Im applying for the Lakewood Arts Commission. I a multifaceted artist that have been a writer of poetry, short stories, and a coming novel for years. In recent years perfoming arts have captured my passion. And textile creation is also a skill I practice. I've confounded a performance troupe and a podcast.

Additional space for professional, community, or qualification details

Please explain why you would like to be part of this committee:

As an artist that is doing lots of things in lots of communities that arent my own I would love to open up the space for greatness in my own home.

Additional space to explain why you would like to be part of this committee

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature: Labracke Moore

Date: 10/1/26

This document was transcribed by AI and may contain mistakes that seem believable. To overcome this limitation, we offer 30 minutes of free Aira visual interpreting. Open the Aira app on your phone, or call 1-800-835-1934 for support. When prompted for an access offer, say "DocAccess" and share this document locator code with your interpreter: 2F0D-40DA. Your interpreter can view the document on their end at docaccess.com/go. All users agree to the terms of use by using this product.

City of Lakewood

Parks and Recreation Advisory Board Meeting Minutes

Tuesday September 22, 2026
City of Lakewood – American Lake Room
6000 Main Street SW Lakewood, WA 98499
https://www.youtube.com/user/cityoflakewoodwa
Telephone via Zoom: 253.215.8782 Participant ID: 920 3804 6123

CALL TO ORDER

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

ROLL CALL

Parks and Recreation Advisory Board Members Present: Vito Iacobazzi-Vice Chair, Anessa McLendon-online, Janet Spingath, Kate Read, Shelly Thiel, Alan Billingsley

Parks and Recreation Advisory Board Members excused: All Present

Staff Present: Roxanne Miles-Director

Youth Council Liaisons: None. Pending new year assignments.

City Council Liaisons: Ryan Pearson-online, Ellen Talbo-absent

Guests: Captain Peter Johnson, Lakewood Police Department

APPROVAL OF MINUTES

ALAN BILLINGSLEY MOVED TO ADOPT THE PARKS AND RECREATION ADVISORY BOARD MEETING MINUTES OF TUESDAY AUGUST 25, 2026. SECONDED BY VITO IACOBAZZI. NO FURTHER DISCUSSION. VOICE VOTE WAS TAKEN AND MPU.

PUBLIC COMMENT

Anne and Ellie (citizens) attended to ask if we knew when the partners (County, University Place, Lakewood) were going to finish the Chambers Creek Trail project and install the bridge. They also shared some promotional materials from the STAR Center (Parks Tacoma) as ideas for Lakewood's Senior Programs, as ideas for the H-Barn upon completion. They were very complementary about Fort Steilacoom Park.

UNFINISHED BUSINESS

It was determined to include a second Vice Chair for training and backfill. Annessa McLendon was nominated and MPU.

The PRAB discussed their thoughts on the Legacy Plan. All members were encouraged to submit comments as well as to submit thoughts to the Chair. The Chair will craft a letter no later than October 5 to be submitted with the Plan. Thoughts shared included: a connection between South Puget Sound Wildlife Area and Chambers Creek Canyon in the trails section, better definition of the Green Street Loop, resources for a community center, the 12-year update cycle being aggressive, the need for outreach with tribes, and ways to fund capital needs. Alan moved that the PRAB endorse the plan, Janet seconded. It was noted that the letter will share other thoughts that the PRAB would like the Council to consider. MPU.

NEW BUSINESS

Lakewood Municipal/Park Code: Captain Peter Johnson shared that the City was going to present some options for enforcement regarding e-bike usage on roads and in parks to the Public Safety Committee. The difference between e-bike classifications was discussed. Members found information in the Connections magazine helpful. Impounding vs. citing may be an option to curb the behaviors and risks being taken. The Marine Services Unit is also recommending that Lakewood Municipal Code be adjusted to align with state law to reduce confusion. It is possible to get a boaters license at 14; if have license can operate (Lakewood currently sets this to 16). Also, consistent requirement for life vests on paddleboards. Alan Billingsley moved to support these changes; Janet Spingath 2nd; MPU.

Historic Facilities: Director Miles provided an update on the H-Barn Project, funding and design status. The group also talked about the success of Grave Concerns and their upcoming completion project; ceremony on October 10. There is a need for a similar need and partnership at Old Settler's Cemetery. Alan suggested talking with Grave Concerns about adopting Old Settler's and noted that is seed/resources for habitat are needed that he could help.

Fees & Charges: Director Miles shared the current fees and charges list, noting that any requested changes from the department needed to be presented by 10/1/26. The PRAB felt that some of the prices could be considered to be increased but still wanted them affordable for the community. Vendor fees and boat launch fees were generally discussed. A concessionaire agreement exists but needs to be updated. The City also has reduced rates for local youth sport leagues; Alan noted that 50% of the youth receive help with paying their team fees. The focus is on reduced fees for recreational sport support and not tournament or travel teams. The concept of parking and recovering funding from non-resident users was supported, however, it is still subject to Council consideration. Parking fees will require some form of residency verification and monitoring/enforcement so more work is required to come up with a recommendation. When lot is full, the City will need to address parking outside the

lots, and a visible presence may help with following of park rules and how outsiders impact the park/lake.

DIRECTORS REPORT: Director Miles reviewed her report, highlighting advancements on capital projects, Legacy plan adoption process, and upcoming special events, including the Fiesta de la Familia and Truck and Tractor Day. There is a special budget meeting on 10/7 for first review of the preliminary 2027-2028 PRCS budget.

BOARD MEMBER COMMENTS

Janet Spingath invited members to the People's Plaza open house, 10/8/26, 6-8pm. The site is available to house other community partners and resources.

Vito Iacobazzi commented that the irrigated grass near Colonial Plaza was doing well and it was nice to see the green space.

Janet Spingath talked about a youth focused Rotary event at American Lake.

NEXT MEETING

The next regular meeting of the Parks and Recreation Advisory Board is scheduled for Tuesday, October 27, 2026, at 5:30 p.m. in the American Lake Room at Lakewood City Hall, 6000 Main St SW, Lakewood, WA 98499.

ADJOURNMENT

Jason Gerwin adjourned the meeting at 7:08 p.m.

~~Jason Gerwin~~, Chair

VITO IACOBAZZI

Roxanne Miles, Director

Arts Commission Meeting Minutes
Monday, October 5, 2026
City of Lakewood – American Lake Conference Room
6000 Main Street SW Lakewood, WA 98499
https://www.youtube.com/user/cityoflakewoodwa
Telephone via Zoom: 253.215.8782 Participant ID: 996 7750 5460

CALL TO ORDER

The meeting was called to order at 5:01 p.m.

ROLL CALL

Arts Commission Members Present: Emily Feleen-Chair, Earl Borgert-Vice Chair, Sylvi Estrella, Darryl Owens, Phil Raschke, Adriana Serrianne, Susan Warner, Shauna Alexander, Kellis Parlett

Arts Commission Members Excused: Lani Neil, Adie Kleckner, Lua Pritchard, Laura Martinez

Staff Present: Roxanne Miles-Director Parks, Recreation, and Community Services, Jacque Hooyer – Administrative Assistant

Youth Council Liaison: None

City Council Liaison: Patti Belle

PUBLIC COMMENT

APPROVAL OF MINUTES

PHIL RASCHKE MOVED TO ADOPT THE ARTS COMMISSION MEETING MINUTES Of AUGUST 3, 2026. SECONDED BY DARRYL OWENS. QUESTION ON 2ND PAGE REGARDING MLK Committee. MPU AS WRITTEN.

NEW BUSINESS

Artist Project – Liam Toner: Liam Toner presented his Eagle Scout project to the Commission, which involves creating a mural at Harry Todd Park. Liam shared that he received approval by the Parks & Recreation Advisory Board and is bringing his design forward for approval, which is needed for him to fundraise and complete the project. Liam has completed the required project plan for the Boy Scouts of America, including the design, budget, and timeline. Pending the necessary approvals, including City Council consideration on October 19, Liam hopes to begin the project on October 24 or 25, weather permitting. Commission members offered several suggestions for funding and project support as well as encouragement. Darryl moved to approve the project and was seconded by Phil that it is a great project. MPU by oral vote.

Concrete Art Wrap: Review and approval of Angelina Soto's artwork will not take place during this meeting due to the artist's unavailability. More information will be forthcoming.

Arts Commission Retreat Planning: The date for the retreat is set for Friday, November 6, at the Asian Pacific Cultural Center. The meeting portion will take place from 4:00–5:30 p.m., followed by an art experience from 5:30–7:00 p.m. Updates were provided regarding the budget and available funding; costs will be requested from APCC and forwarded on to attendees. Information on potential activities and costs will also be requested.

Darryl asked whether the committee meeting would be open to the public and how that requirement would affect the retreat. Roxanne clarified how the meeting would be conducted and noted that the meeting portion will be livestreamed; the social portion afterwards would be closed and funded by Commission members and would not include any business.

UNFINISHED BUSINESS

Joint Meeting with Council Debrief:

Sculpture Proposal: Earl shared that he reached out to a friend to discuss the project, including a realistic budget and potential artist options. The final concept and cost will depend on the Commission's preferences and approval by the City Council. One concept discussed was a "Tree of Life" sculpture incorporated around an oak tree, with doves representing harmony. The overall cost will depend on the size and scale of the sculpture. There has been significant research and interest within the community, with residents expressing support for moving the project forward. The group discussed the need to move forward with developing the project rather than focusing solely on the potential cost. Fundraising will be a necessary part of the solution. A 501(c)(3) organization, like

Partners for Parks, could provide an avenue for accepting donations. Roxanne said she could follow up with Partners for Parks and share the current agreement that the City has with them and see if it might be expanded upon.

Roxanne noted that the draft budget has $18,600 in the Public Art Fund for signal box wraps, funded by McGavick Center revenues. Any funds not expended in 2026 may roll over into 2027. The Sculpture is not currently in the proposed draft budget.

A subcommittee was recommended to focus on fundraising and Deputy Mayor Belle recommended updating the City Council regularly on the nonprofit organization possibility and the roundabout project. Earl will also work on developing a framework for the project and a fundraising strategy to help move it forward.

Collections policy: This was raised at the joint meeting. Susan will share the draft policy in advance of the next meeting for discussion for discussion on putting this back on the work plan and sharing it with Council in 2027.

Sub-Committee Reports:

Public Art Projects -

Fiesta de la Familia Floral Arrangement & Block Print Art: APCC won the Floral Display Art Exhibition. Next year, there will be tighter guidelines regarding the size of floral displays. Sylvia gathered gift cards for winners and to show appreciation for those who participated. Sylvi also shared that she felt event participation numbers were down from last year, and that there was not enough promotion for the event. Next year, it is hoped that there will be more input and involvement from the Marketing Team.

Three artists participated in the block print art activity; overall, it was a wonderful day of art and the vendors provided hands-on opportunities for the public. Sylvi would also like some compensation or gift cards to give to the block print artists as a thank-you. Darryl provided a historical recap of block printing. There is a significant need for educating the public about the arts.

It was suggested that the City website include information about the art and artists in the community. Deputy Mayor noted that the Ofrenda should have been located more centrally at the event.

Sylvia provided feedback that she needed more access to the Communications Team regarding how communications could be improved. Deputy Mayor noted that operational issues go to the City Manager, and his door is open for additional feedback and suggestions.

Signal Box Update: All art has been produced and installed by the print shop, with installation beginning the week of August 10. Weller box has been removed from the list of intended sites due to relocation, but the art could be used on a future box. We also held the Phillips box as it will be replaced in 2026; art can be installed once the new box is in place. Recognition is being planned for November 2 now that most of the work is complete.

Holiday parade and tree lighting: Cheryl Rux, artist, has been out at events collecting signatures and thoughts for the 30th anniversary recognition. Installation of art will be part of this event. The art has a similar look to a stained-glass window but is in strips that form a collective image, it will be shown at City Hall in the Council entry lobby. A memo was sent to Council earlier in the year.

Rotating Art Update: The fourth-quarter show will be the Pierce College Employee Art Show, with the reception scheduled for October 19, 5:00-6:30pm. Planning for 2027 art shows is still underway. The first-quarter show is expected to focus on a Youth Art Showcase highlighting the theme of Beloved Community. The reception will be held to align with MLK Day activities in January, and selected artwork from the showcase will be included in the Black History Celebration hosted at Pierce College in February.

Sylvia and Darryl shared their thoughts on the MLK Committee meeting and asked about Clover Park School District's participation. Roxanne provided additional context regarding the joint youth showcase art proposal as being a way to engage students at a district level. Many details were worked out over the summer. The MLK Committee takes a break over the summer during other events, so all groups are getting caught up and engaged around this new approach. The school district expressed interest in understanding how students could be specifically involved, with an emphasis on making the opportunity available to all students rather than specific schools/groups. This is one of the ways that Beloved Community discussion and awareness can begin in the fall and carry forward into the new year. Art will be visible for 3-months, with students being featured at the February MLK-Beloved Community Black History Celebration. The MLK Committee will be working on how all of the components flow together. The June MLK Committee discussion ended with discussion on how to build a new model that included more year-round elements that involved more youth. The August Arts Committee meeting minutes should be reviewed for additional details and previous discussions related to the project, which were focused on showing student work during the 1st Q rotating art exhibit as a way to advance the Beloved Community message through this project.

Sylvia and Darryl shared thoughts regarding what occurred during the MLK meeting and why it was confusing. Roxanne will work with Gretchen to address the information and apologized to the Committee that everyone didn't receive

the same message. Emily asked whether there would be a specific request or role for the Arts Committee. Roxanne agreed that an opportunity for the Arts Committee to participate would make sense, potentially aiding in the selection process of which art from the Showcase be part of the February MLK Beloved Community Black History Celebration, but noted that would be a good discussion for the Arts Commission representatives on the MLK Committee to consider.

The second quarter show is planned for the Lakewood Senior Center Art Show. The third- and fourth-quarter shows for 2027 are yet to be determined. Some ideas are listed to be pursued when the new Art & Event Coordinator is hired.

COMMISSION COMMENTS

Sylvi noted that Lua requested something to honor Sally Martinez; she has been invited to attend the Retreat for recognition. Nancy Camirand has resigned and Laura Martinez will not be renewing membership. Phil Raschke suggested that they still be invited to the Retreat as well.

Susan Warner – Stated that work has been done to draft a collections plan policy, but not sure of future intent and if the city wants to own art. It was agreed to send the draft policy in advance of the next meeting.

NEXT MEETING

The next regular meeting of the Arts Commission is scheduled for Friday, November 6, 2026, at 4:00 p.m. at the Asia Pacific Cultural Center. This is a date change from the normal Monday meeting. (Note: Meeting was reset to November 2, 2026 before the adoption of these minutes).

ADJOURNMENT

There being no further business, the meeting adjourned at 6:37 p.m.

Emily Feleen (Nov 4, 2026 15:24:59 PST)

Emily Feleen, Chair

Roxanne Miles

Roxanne Miles, PRCS Director

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:** October 19, 2026	**TITLE:** This the date set for a Public Hearing on a petition to partially vacate approximately 4,246 square feet of the 100th Street SW right-of-way abutting Lake Steilacoom (Permit No. ENG-2026-103). **ATTACHMENTS:** Staff Report with Exhibits PowerPoint	**TYPE OF ACTION:** __ ORDINANCE NO. __ RESOLUTION NO. __ MOTION NO. _X_ OTHER

SUBMITTED BY: Jeff Rimack, Director Planning & Public Works

RECOMMENDATION: Recommend that the City Council open the public hearing on the petition to partially vacate a portion of the 100th Street SW right-of-way (Permit No. ENG-2026-103), receive testimony, close the public hearing, and provide direction to staff for Council action on December 7, 2026.

DISCUSSION: On September 22, 2026, Clint Johnson and Sharlynn Gates, owners of 6926 100th Street SW (Pierce County Tax Parcel No. 5030001430), submitted an application to vacate approximately 4,246 square feet of the 100th Street SW right-of-way, platted as Lake Steilacoom Avenue in the plat of "Lake Steilacoom Park." The application was deemed complete on October 1, 2026. The request is for a partial vacation. The remaining portion of the street end would remain public right-of-way.

On October 19, 2026, the City Council adopted Resolution No. 2026-08, setting the public hearing date for November 16. Notice of the hearing was published, mailed, and posted in accordance with applicable requirements, including the additional waterfront posting required by LMC 12.05.240(B)(3), by October 21, 2026. - *Discussion continued to following page*.

ALTERNATIVE(S): Council may (1) continue the public hearing to a date and time certain announced at the hearing; (2) direct staff to prepare an ordinance and its content or (3) direct staff to prepare a motion denying the petition.

FISCAL IMPACT: The petitioners have paid the application fees established in the City's fee schedule. If the vacation is approved, the petitioners must pay the City the full appraised fair market value of the vacated area, estimated at $34,000, before the vacation becomes effective. Proceeds are restricted by LMC 12.05.240(B)(5) to acquiring additional beach or water access, public view sites, or moorage or launching sites.

Angie Silva Prepared by	Dan Russell City Manager Review
Jeff Rimack Department Director	

DISCUSSION: The requested vacation area lies within the street end immediately north of the petitioners' residence and contains a carport, retaining wall, gates, fencing, and concrete improvements. Pierce County Board of Adjustment Written Order No. V7-66 in 1966 and recorded against title in 2008 under Recording No. 200802260001 authorized a 25 foot front line of the lot variance in the right-of-way. A land use variance does not convey an ownership interest in public right-of-way, and the requested area extends beyond the carport footprint.

Under LMC 12.05.230(F), the City Council must consider whether the proposed vacation would better serve the public good; whether the right-of-way is no longer required for public use or access; whether a substitute public way would be more useful; whether changed conditions may create a greater future public need; and any objections raised by abutting property owners, public agencies, or members of the public.

Because the 100th Street SW right-of-way abuts Lake Steilacoom, RCW 35.79.035 and LMC 12.05.240 establish additional threshold requirements. The City may not vacate the area unless the Council declares, in the vacating ordinance, that the vacation area is not presently used as a street and is not suitable for port, beach or water access, boat moorage, launching sites, park, public view, recreation, or educational purposes, and that the vacation is in the public interest. Any approved vacation would not become effective until the petitioners pay the full fair market value of the property. Proceeds from the vacation may be used only to acquire additional beach or water access, public view sites, or moorage or launching sites.

The staff report recognizes the petition as a policy decision for the City Council. Comments received by the close of business on November 8, 2026 are summarized in the staff report.

Following the public hearing, the Department is seeking Council direction regarding preparation of a draft ordinance or motion for consideration at the December 7, 2026, Council meeting.

City of Lakewood

Department of Planning and Public Works

STAFF REPORT TO THE LAKEWOOD CITY COUNCIL

Partial Street Vacation: 100th Street SW Street End at Lake Steilacoom

Permit #: ENG-2026-103

Application Type: Street Vacation; Type 5 Council Legislative Decision

Report Date: November 9, 2026 **Application Submittal Date:** September 22, 2026

Hearing Date: November 16, 2026 **Application Complete Date:** October 1, 2026

Applicant Name: Clint Johnson and Sharlynn Gates, 6926 100th Street SW, Lakewood, WA 98499

Representative Name: Heather L. Burgess, Dickson Frohlich Phillips Burgess PLLC, 909 A Street, Suite 900, Tacoma, WA 98402

PROJECT LOCATION

That portion of the 100th Street SW public right-of-way, platted as Lake Steilacoom Avenue in the plat of "Lake Steilacoom Park," Volume 4 of Plats, Page 103, records of Pierce County, Washington, lying west of DeKoven Drive SW and east of Lake Steilacoom, and abutting 6926 100th Street SW (Pierce County Tax Parcel No. 5030001430), within the Northeast Quarter of the Northeast Quarter of Section 3, Township 19 North, Range 2 East, W.M. See vicinity map further below.

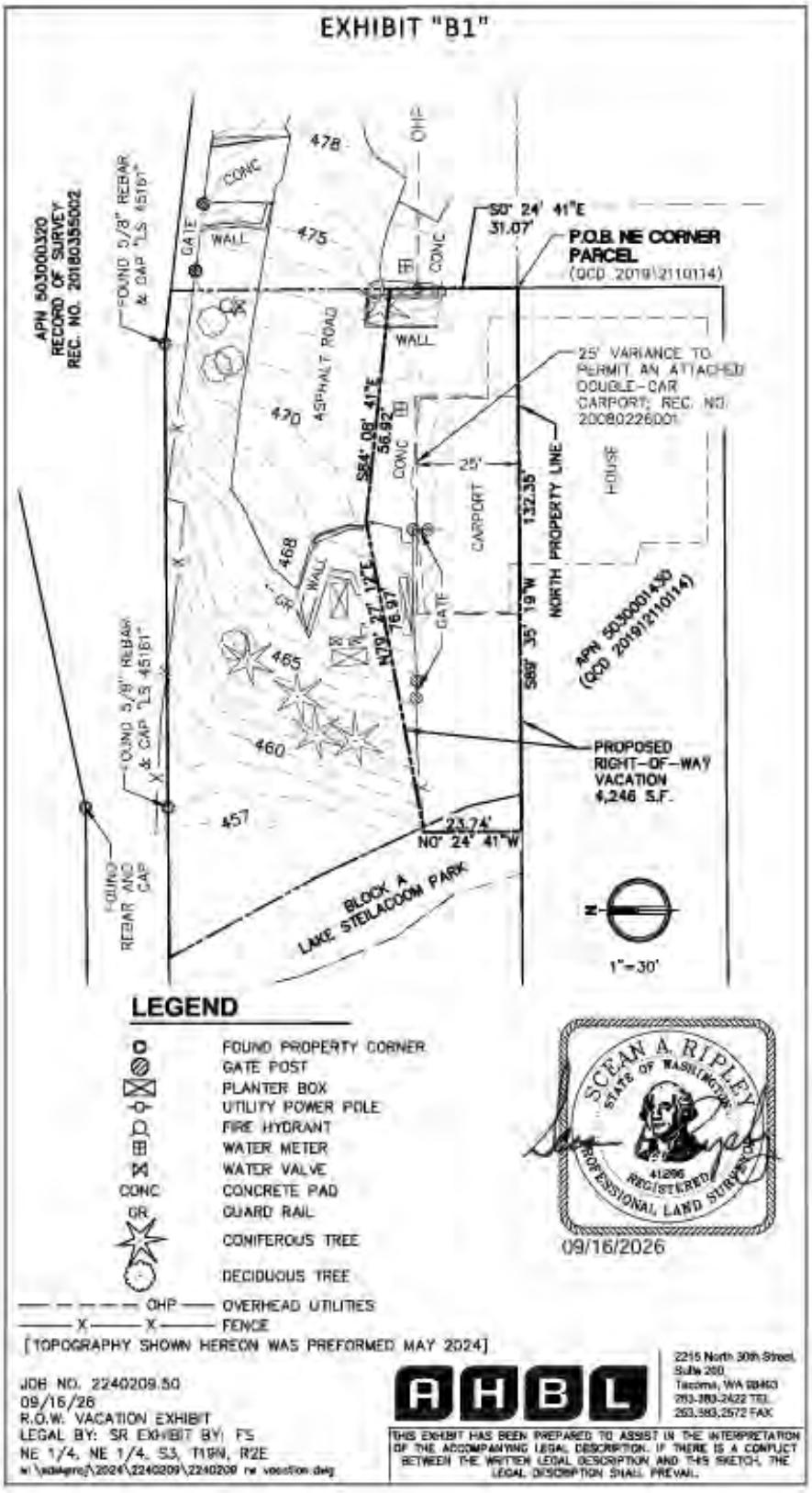
RECOMMENDATION SUMMARY

Whether to vacate a right-of-way is a legislative policy decision for the Lakewood City Council. The decision is based on the hearing record and the applicable criteria in state law and Lakewood Municipal Code (LMC) 12.05.230(F). Because the right-of-way abuts Lake Steilacoom, the Council may approve the proposed vacation only if it adopts an ordinance declaring that the area is not presently being used as a street, as required by LMC 12.05.240(A)(2) and RCW 35.79.035(1)(b); and makes the required findings under LMC 12.05.240(B)(4) that:

1. The area proposed for vacation is not suitable for any of the purposes identified in LMC 12.05.240(B)(2); and
2. The proposed vacation is in the public interest.

LMC 12.05.230(B) requires the Planning and Public Works Department to prepare a report for City Council consideration addressing the applicable evaluation criteria. As part of this process, the Department must solicit comments from public agencies, City Departments and utility service providers. The report must be available no less than five days before the public hearing. If approved by City Council, the Lakewood Planning and Public Works Department outlines several conditions for consideration in an ordinance further outlined in Section 10**.**

VICINITY MAP



1. PROPOSAL

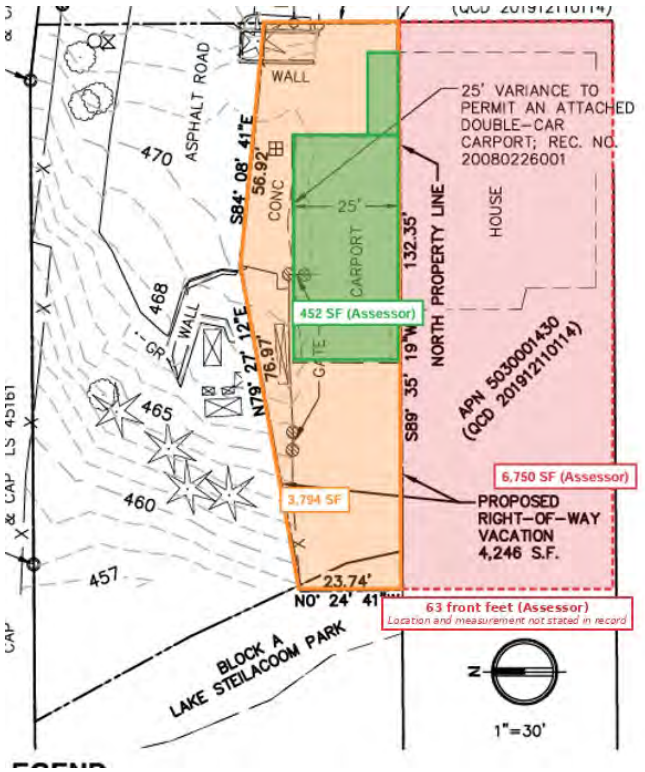
The Petitioners have submitted a complete application request to vacate approximately 4,246 square feet (0.10 acre) of the 100th Street SW right-of-way, as described in the legal description and survey prepared by a licensed land surveyor. The proposed vacation area extends approximately 132.35 feet west along the Petitioners' north property line from its northeast corner and is approximately 31.07 feet wide at its east end and approximately 23.74 feet wide at the Lake Steilacoom end of the street. The remainder of the street-end is proposed to remain public right-of-way.

The petition (application) states that the existing carport, fence, retaining wall, and related improvements within the proposed vacation area were authorized by Pierce County Variance No. V7-66 in 1966 and constitute legacy, County-authorized improvements rather than unauthorized encroachments, and describes the area as subject to a perpetual variance. Further, the application states that Pierce County Assessor records reflect 63 front feet for the Petitioners' parcel, which the application characterizes as lake frontage; that the Petitioners have paid property taxes on the right-of-way area they occupy; that the proposed vacation boundary aligns with the existing chain-link fence; that the proposal would not alter existing public shoreline access; and that the Petitioners are prepared to pay the full appraised fair market value of the vacation area, as determined by the City, if the vacation is approved. (Exhibit 1)

The existence of the 1966 County variance approval is not disputed. Pierce County Board of Adjustment Written Order No. V7-66 is part of the record and was subsequently recorded under Pierce County Recording No. 200802260001. Order No. V7-66 approved a 25-foot front yard variance for an attached double-car carport with "the leading edge of the roof on the front line of a lot abutting a minor county road." The order does not describe or authorize use of any specific area within the right-of-way. The proposed vacation area extends beyond the carport footprint to include the fence line, parking area, retaining wall, and the area extending to Lake Steilacoom.

A variance, by itself, does not convey an ownership interest in public right-of-way. The application does not establish that Order No. V7-66 conveyed, extinguished, or otherwise altered the public's property interest in the dedicated right-of-way.

Additionally, as shown in the table below, Pierce County Assessor-Treasurer records for the Petitioners' Parcel No. 5030001430 list a land area of 6,750 square feet. That figure reflects the Petitioners' parcel and does not include the 4,246 square feet proposed for vacation. The records also list the carport (452 square feet), a dock, a slab, an enclosed porch, and a slab roof porch as improvements and include their value in the parcel's assessed improvement value. The records also identify the parcel's waterfront type as "Lake" and list 63 front feet. They do not state how the front footage was measured. [1]



[1] Pierce County Assessor-Treasurer Information Portal, Parcel 5030001430; viewed October 29, 2026: https://atip.piercecountywa.gov/app/v2/propertyDetail/5030001430/summary

Parcel No. 5030001430: Assessor-Treasurer record

Field	Record
Taxpayer	Gates Sharlynn D & Johnson Clinton P
Site address	6926 100 St SW
Land area	6,750 SF (0.155 acres)
Front foot	63
Water front type	Lake
Improvements listed	Single-family residence, 3,170 SF; carport, 452 SF; dock; slab; enclosed porch; slab roof porch
2026 assessed value (2027 tax year)	Land $647,900; Improvements $445,400; total $1,093,300
Tax description	Section 03 Township 19 Range 02 Quarter 14 LAKE STEILACOOM PARK PART OF L 43 B 7 LY WLY OF A LI DRAWN AT R/A TO S LI OF L 42 AT A PT 400 FT W OF SE COR L 2 B 7 INCL ST VAC INCL BLK A ABUTT INCL SHLDS ABUTT

2. SETTING OF HEARING

Pursuant to LMC 12.05.230(A), on October 19, 2026, the Lakewood City Council adopted Resolution No. 2026-08 setting November 16, 2026, as the public hearing date for the proposed street vacation (Exhibit 4). The petition was received on September 22, 2026 and deemed complete on October 1, 2026. The complete application was brought before the City Council within the 30-calendar-day period required by LMC 12.05.230(A)(1). The November 16 hearing date is 28 days after adoption of the resolution and therefore falls within the required 20- to 60-day hearing window established by LMC 12.05.230(A)(1) and RCW 35.79.010.

3. PUBLIC NOTICES

Consistent with LMC 12.05.230(C), all required notices provided more than 20 days before the November 16, 2026 public hearing consistent with LMC 12.05.230(C). Below is a summary of required public notices.

Notice Requirement	Summary	Date
Mailed Notice LMC 12.05.230(C)	Written notice of the hearing time, place, and purpose mailed to the petitioners, petitioners' representative, abutting property owners, and property owners within 300 feet beyond the proposed vacation area, based on Pierce County Assessor records.	10/21/2026
Site Posted Placards LMC 12.05.230(C) 12.05.240(B)(3)	Placards at least 11 by 14 inches, including a map of the proposed vacation area, posted conspicuously at each end of the right-of-way proposed for vacation.	10/21/2026
Agency and Utility Notice LMC 12.05.230(B)	Request for comments emailed to Lakewood Police Department, City departments, governmental agencies, utility providers, and West Pierce Fire and Rescue.	10/20/2026
Published Newspaper Notice	Notice of the public hearing published in the Tacoma News Tribune, the city's official newspaper.	10/21/2026 & again on 10/28/2026

4. PHYSICAL CHARACTERISTICS

The 100th Street SW right-of-way terminates at Lake Steilacoom. The traveled asphalt roadway lies generally north and west of the area proposed for vacation. The street end slopes steeply from approximately elevation 478 at the east end to elevation 457 at the shoreline, a drop of roughly 21 feet. The western boundary of the proposed vacation area extends toward the Lake Steilacoom shoreline. The proposed vacation area lies within the shoreline jurisdiction under Chapter 90.58 RCW and the City's Shoreline Master Program LMC Title 16.

The proposed vacation area is not improved for vehicular travel and is largely occupied by a two-car carport, retaining wall, gates, chain-link fencing, and concrete improvements associated with the residence at 6926 100th Street SW. The survey also identifies a guardrail, overhead utilities, fire hydrant, water meter, and water valve within or adjacent to the street end. Tacoma Power Utility, Comcast, Pierce County Sewer, Lumen and Puget Sound Energy have also confirmed existing utilities within the proposed vacation area and have requested easements to ensure access, maintenance and replacement. Additionally, Lakewood Water District has confirmed water utilities in the vacation area and requested the water service for 6926 100th Street SW (Petitioners address) be relocated roughly 5 feet so it stays in the remaining right-of-way. See Sections 9 and 10 for summary of comments and draft conditions for Council consideration.

4.1 Surrounding Land Use and Zoning

The proposed vacation area has the following land use and zoning characteristics:

Surrounding Property	Current Use	Zoning
North	Remaining 100th Street SW right-of-way and single-family residential beyond	R3
South	Single-family residence 6926 100th Street SW (Petitioners), Parcel 5030001430	R3
East	100th Street SW right-of-way and DeKoven Drive SW; single-family residential	R3
West	Lake Steilacoom Waterbody	Shoreline Residential Designation

5. APPLICABLE REGULATIONS

For street vacation requests, including those street ends that terminate at a lake, the following regulations apply:

Authority	Scope
RCW 35.79.030, .035, and .040	Streets, Vacation; compensation; streets abutting water; vesting of title
RCW 35A.47.020; RCW 35A.01.040	Code city authority over streets; sufficiency of petitions
LMC 12.05.200 through 12.05.270	Vacations (Article II, Chapter 12.05 LMC)
LMC 18A.20.080	Type 5 Council decisions
Chapter 58.09 RCW; Chapter 332-130 WAC	Survey Recording Act and survey standards
Chapter 90.58 RCW; City of Lakewood Shoreline Master Program LMC Title 16	Shoreline jurisdiction

6. BACKGROUND

Chapter 35.79 RCW and RCW 35A.47.020 establish the statutory process for vacating public rights-of-way. The City implements these requirements through Article II of Chapter 12.05 Lakewood Municipal Code (LMC). Pursuant to LMC 12.05.230 and LMC 18A.20.080, street vacation petitions are processed as a Type 5 legislative decision, meaning the decision authority is with the Lakewood City Council.

6.1 Related Proceedings

The 100th Street SW street end has a long history of County, City, and advisory board activities as summarized below.

Date	Notes
1966	Pierce County Board of Adjustment Written Order No. V7-66 approved a 25-foot front yard variance for an attached double-car carport at the residence at 6926 100th Street SW within the 100th Street SW right-of-way. This variance predates the City of Lakewood's incorporation in 1996.
2007–2009	The Parks and Recreation Advisory Board (PRAB) reviewed the City's waterfront street ends. The 100th Street SW street end received a "Sell" designation. PRAB meeting notes identified limited parking, the need for grading, and concerns that vehicles accessing the site would block adjacent driveways.
February 26, 2008	Pierce County Board of Adjustment Written Order No. V7-66 was recorded against title under Pierce County Recording No. 200802260001.
May 18, 2020	Parks and Recreation Legacy Plan was adopted by City Council. Includes street end feasibility analysis conducted from 2007-2009. 100th street end is noted in Table 4-29 as 2009 PRAB recommendations to vacate and sell 100th st street end. [2]
2023	The 2023 Street Ends Report (JA Brennan Associates, Water Access Concept Design Technical Memorandum) evaluated existing conditions and public-access potential at 13 lakefront street ends, developed conceptual design and cost estimates, and established a priority matrix. This technical report identified 100th street as potential public access and included a conceptual design for 100th street.
May 2024 / September 2026	A topographic survey was completed in May 2024. A boundary survey and legal description for the proposed vacation area were subsequently prepared and sealed by Sean A. Ripley, PLS No. 41296, dated September 16, 2026.
August 5, 2024	The City Council held a public hearing on a prior petition (Permit # 12237) by the current petitioners and John Crabill to vacate approximately 12,100 square feet, effectively encompassing the entire 100th Street SW street end abutting Lake Steilacoom.
September 16, 2024	The City Council denied the prior vacation request (Permit # 12237) of roughly 12,100 square feet.
September 23, 2024	PRAB updated their priority-matrix recommendation for street ends. City Council directed the Parks Department to proceed with a pilot street-end improvement project at Westlake Avenue SW. 100th Street SW scored a 12, with scores ranging from 3-17; Westlake Ave, Lake City Blvd, Wadsworth St and Linwood Ln scoring higher. [3]
2025	The City conducted survey and title review of the 100th Street SW street end in connection with a citywide volunteer program that introduced certain pilot volunteer sites for street ends.
August 14, 2026	The Parks Department released the public review draft of the 2026 Lakewood Parks Legacy Plan update. An overview of the draft plan was presented to City Council at their October 19, 2026 meeting along with federal and state legislative priorities (see below).

[2] 2020 Parks Legacy Plan City of Lakewood Legacy Plan: Parks, Recreation & Open Space Master Plan

[3] September 23, 2024 City Council Meeting Agenda: Lakewood City Council Study Session Agenda

Date	Notes
October 1, 2026	A complete petition was filed requesting vacation of approximately 4,246 square feet of the 100th Street SW right-of-way. The request is substantially narrower than the 2024 petition and would retain the remainder of the street end as public right-of-way.
October 19, 2026	City Council approved Resolution No. 2026-08 setting the public hearing date for this street vacation request for November 16, 2026. The City Council also reviewed its 2027 State Legislative Agenda, which includes a potential capital funding request for the Lake City Boulevard street end. No funding request to advance conceptual design for 100th Street SW was identified. In addition, City Council also received an overview of the draft 2026 Parks Legacy Plan update, which includes a Street Ends Program, incorporates PRAB's updated 2024 street-end prioritization matrix, and identifies future street-end capital projects. Although 100th Street SW ranked second among Lake Steilacoom street ends in the priority matrix, however the draft identified Lake City Boulevard, Wadsworth Street, and Linwood Lane as the next potential project sites rather than 100th Street SW. [4]
November 2, 2026	The 2026 Parks Legacy Plan update was adopted by Resolution No. 2026-09 and incorporates PRAB 2024 updated street-end prioritization matrix. [5] The matrix assigns 100th Street SW a score of 12 based on community need and project viability, placing it near the middle of the City's lakefront street ends, with scores ranging from 3 to 17. Among the six Lake Steilacoom street ends, 100th Street SW ranks second, behind Westlake Avenue SW. The adopted plan does not select or approve the development order of the remaining street end sites following Westlake SW pilot. Additionally, through Motion No. 2026-80, the City Council approved its 2027 Federal Legislative Priorities, State Legislative Agenda, State Policy Manual, and Pierce County Legislative Agenda. The State Legislative Agenda requests $530,000 in state capital funding for the Lake City Boulevard street end on American Lake and states that the City is expanding equitable access to its lakes through improvements at its lakefront street ends. No funding request was identified for 100th Street SW.

6.2 2023 Parks Street Ends Report and Concept Design

The City's 2023 Street Ends Water Access Concept Designs Technical Report[6] evaluated 13 lakefront street ends, including seven along Lake Steilacoom. The report assessed existing conditions, public-access opportunities, potential improvements and preliminary costs. A prioritization matrix informed the Parks and Recreation Advisory Board's (PRAB) updated 2024 recommendations, and the City Council subsequently selected Westlake Avenue SW as the pilot Parks capital project, which was included in the adopted 2025–2026 Biennial Budget.[7] No other street end locations were included in the 2025-2026 Biennial Budget.

For 100th Street SW, the report illustrates a conceptual rendering of a public-access pathway, timber steps, and shoreline beach area. As part of the street vacation application, the Petitioners submitted an overlay comparing the concept design with the proposed vacation boundary (Exhibit 1).

[4] October 19, 2026 Council Meeting Agenda: Lakewood City Council Agenda
[5] The updated Legacy Plan was adopted via Resolution No. 2026-09 on November 2, 2026. November 2, 2026 Council Meeting Agenda: Lakewood City Council Agenda
[6] https://cityoflakewood.us/lakefrontstreetends/
[7] City of Lakewood, Washington 2025/2026 Adopted Biennial Budget

The 2023 report has not been formally adopted by resolution or ordinance and is a planning document, not an approved capital improvement plan. Its design assumptions were developed without a boundary survey, title research, or the site-specific engineering and environmental review necessary to establish the feasibility and configuration of improvements. The report also characterizes the existing carport and related improvements as encroachments without addressing Pierce County Variance No. V7-66 (1966) or its recording in 2008. The variance authorized 25 feet in the front yard for a two car, carport as a land use matter. As noted in Section 1, it did not convey an ownership interest in the right-of-way, and remain private improvements authorized within public right-of-way.

As the Westlake Avenue street end pilot project enters the construction phase of work, this pilot illustrates how conceptual designs may change through survey, engineering, accessibility requirements, stormwater, environmental, and permitting to meet applicable development requirements, including the City's Shoreline Master Program. Similar work would be necessary before determining whether the conceptual improvements will be feasible at 100th Street SW.

6.3 2027–2028 City Council Goals, 2027 Legislative Priorities and Parks Capital Program

On October 7, 2026, the Parks, Recreation & Community Services Department (Parks) presented its proposed 2027–2028 Biennial Budget to the City Council.[8] The proposed budget has not been adopted as of the issuance date of this report.

The proposed budget identifies $400,000 in 2029 and $400,000 in 2031 (outside the 2027–2028 biennium, in the six-year capital program) for Project 301.0046, Street Ends–Water Access. Although it references PRABs updated 2024 street-end prioritization matrix, it does not designate funding for specific street end locations.[9] The budget anticipates completion of the Westlake Avenue SW pilot in 2026–2027, followed by an evaluation to guide future projects. Potential funding sources include legislative appropriations, grants, and debt financing. That said, the revised proposed 2027–2028 Parks capital budget presented at the November 2, 2026 public hearing[10] made no changes to the original draft capital project list. The 2027–2028 Parks capital budget also does not show the $270,000 City match identified for the Lake City Boulevard street end in the 2027 State Legislative Agenda. Adoption of the biennial budget is scheduled for November 16, 2026, the same date as the public hearing on this vacation request.

On November 2, 2026, the City Council approved through Motion No. 2026-80, its 2027 Federal Legislative Priorities, State Legislative Agenda and Policy Manual, and Pierce County Policy Manual. The State Legislative Agenda identifies a potential $800,000 capital project for the Lake City Boulevard street end on American Lake, consisting of a $530,000 legislative request and a $270,000 City match, with project completion anticipated in 2028 following the completion of the Westlake Avenue pilot in 2027. No funding request was identified for 100th Street SW. The State Legislative Agenda and Policy Manual also state more generally that the City is expanding equitable access to American, Gravelly, Louise, and Steilacoom Lakes through improvements at its lakefront street ends, citing growing demand and safety concerns at existing waterfront parks. The federal and Pierce County legislative priorities included in this package do not address lakefront street ends.[11]

Although expanding public shoreline access remains a City priority, no City action or proposal has been taken to advance the 100th Street SW street end from a conceptual rendering to a programmed capital improvement project. Neither the adopted Parks Six-Year Capital Improvement Plan nor the proposed 2027–2028 Biennial Budget establishes a site-specific project, funding commitment, or implementation schedule for 100th Street SW.

[8] October 7, 2026 Council Study Session Lakewood City Council Special Meeting Agenda
[9] 2027/2028 Proposed Budget for the Biennium
[10] November 2, 2026 Council Regular Meeting Lakewood City Council Agenda
[11] November 2, 2026 Council Regular Meeting Lakewood City Council Agenda

Advancing improvements at this location would require further capital project work, prioritization, funding and City Council authorization.

6.4 Parks Legacy Plan

The Parks Department has updated the 2020 Legacy Plan.[12] The 2020 plan was originally adopted by the City Council on May 18, 2020, through Resolution No. 2020-06. The plan establishes a 20-year strategic framework for the City's parks and recreation system, including six-year priorities for 2021–2026.

Section 4.11 of the 2020 Plan addresses the City's 13 lakefront street ends and summarizes the 2007–2009 feasibility study, which evaluated each location based on size, usable area, topography, views, existing use, parking, and safety. The study identified 100th Street SW, along with Holly Hedge and Hill Top Lane, as among the lowest-scoring street ends for potential public use.

The 2020 plan also incorporates the PRABs 2009 recommendations, identifying the 100th Street SW street end on Lake Steilacoom as "Vacate and sell." The plan describes this recommendation as vacating the right-of-way and selling it at fair market value pursuant to RCW 35.79.035. As precedent, the plan references the City's 2014 vacation of the Lakeland Avenue SE street end on American Lake, where sale proceeds were directed toward improvements at Harry Todd Park.

The plan concludes by recommending that the City consider reevaluating the future of all remaining lakefront street ends. The accompanying progress report also identifies "seek final resolution regarding individual street ends properties" as an ongoing action item.

The updated 2026 Legacy Plan was adopted via Resolution No. 2026-09 on November 2, 2026.[13] The updated Legacy Plan identifies the following:

- **Street Ends Program.** The City is exploring the conversion of unused or unmaintained street ends into small neighborhood water-access points.
- **Project prioritization.** Based on the 2024 PRAB update to the prioritization matrix, 100th Street SW scored 12, ranking second among the six Lake Steilacoom street ends, behind Westlake Avenue (17). Citywide, Lake City Boulevard (17), Wadsworth Street (16), Linwood Lane (15) and Hilltop Lane (14) score higher. The Plan states that City Council has not yet selected or approved the development order of the remaining sites following the Westlake Avenue pilot project.
- **Capital program.** Future street-end projects are identified for planning, funding, permitting, and construction during 2027–2032, without commitments to specific locations or specific source of funds. The plan schedules a generic "future street ends project(s) line for planning and design (2027), grants and funding (2028), permits and encroachment resolution (2029-2031) and construction (2032) and notes that right-of-way projects are not eligible for RCO grant funding.
- **Water-access needs.** Water access is classified as a "Big Gap + High Demand" need. The updated plan identifies geographic gaps in shoreline access and projects a need for two additional access points by 2044 to maintain the current level of service.
- **Community input.** Public feedback reflects both support for additional lake access and concerns regarding neighborhood impacts, safety, and management of shoreline sites.
- **Resource protection.** Goal 1 includes an action strategy to protect public spaces, including water access, for future generations.

[12] https://cityoflakewood.us/legacyplan/

[13] City Council October 19, 2026 Meeting Agenda Lakewood City Council Agenda

The adopted 2026 Legacy Plan Update did not carry forward the 2007–2009 PRAB recommendation to "Vacate and sell" the 100th Street SW street end, as previously documented in the 2020 Legacy Plan.

Taken together, the 2020 Legacy Plan and the recently adopted 2026 Legacy Plan Update demonstrate the City's continued interest in preserving and expanding public shoreline access. However, neither plan establishes a final improvement design, approved development footprint, or programmed or funded capital project for the 100th Street SW street end. In evaluating the proposed partial vacation, the Council may consider the City's interest in preserving flexibility for future shoreline-access improvements, recognizing that the location, feasibility, and extent of such improvements have not been determined or funded, and no permits have been obtained.

7. CRITERIA FOR APPROVAL

In accordance with LMC 12.05.230(F), following the public hearing the City Council shall determine whether to vacate the public right-of-way. The determination shall include, but not be limited to, consideration of the following criteria. The table below summarizes the Department's analysis of each criterion based on the application and the record as of November 6, 2026. No single criterion is determinative; the Council weighs them in light of the full record, including hearing testimony. Because the right-of-way abuts water, additional requirements of LMC 12.05.240, discussed in Section 8, must also be met.

Criteria	Department Response
Whether a change of use or vacation of the street or alley will better serve the public good.	The approximately 4,246-square-foot proposed vacation area includes a carport authorized under a 1966 Pierce County variance approval that was later recorded, as well as fencing, gates, a retaining wall, and other private improvements. Making the affected area available for public use would require addressing or removing these longstanding improvements. Vacating this portion of the right-of-way would resolve the long-standing presence of private improvements within public right-of-way and clarify the boundary between private and public areas at the street end. The balance of the 100th Street SW street end would remain in public ownership as right-of-way. In addition, LMC 12.05.240(B)(5) limits the use of compensation received from the vacation of right-of-way abutting a body of water to acquiring additional beach or water access, public view sites, or moorage or launching sites.
Whether the street or alley is no longer required for public use or public access.	The traveled roadway lies outside the proposed vacation area. Most of the proposed vacation area has not served as a public access route to Lake Steilacoom for approximately 60 years, having been enclosed by fencing and gates and occupied by a carport, retaining wall, and related improvements and is not currently used as a public access route to Lake Steilacoom. The 2023 Street Ends Report identifies potential future public-access improvements at 100th Street SW. Based on the Petitioners' overlay, the conceptual pathway, timber steps, and shoreline beach area would generally remain within the public right-of-way, although the beach area approaches the proposed vacation boundary. The overlay was prepared by the Petitioners from the 2023 Street End Report conceptual design. The adopted 2026 Legacy Plan update continues to identify 100th Street SW as a potential public-access site, ranking second among Lake Steilacoom street ends. However, no specific capital funding

Criteria	Department Response
	request or plan to take the 2023 concept rendering to permit entitlement to construction has been identified to date. The remaining right-of-way would continue to provide public access to Lake Steilacoom. Whether the retained area is adequate for functional public access is addressed in Section 8.1.
Whether the substitution of a new and different public way would be more useful to the public.	Not applicable. No substitute public way is proposed.
Whether conditions may so change in the future as to provide a greater use or need than presently exists.	The proposed vacation is limited in scope. Based on the Petitioners' overlay, the City's 2023 concept plan generally locates the proposed pathway, timber steps, and shoreline beach area within the right-of-way that would remain in public ownership which suggests, but does not establish, that future public-access improvements may still be feasible. However, the concept plan was developed without site-specific survey, engineering, environmental review, or permitting. Additional analysis would be necessary to determine whether the retained right-of-way could adequately accommodate future public-access improvements. The adopted 2026 Parks Legacy Plan identifies water access as a "Big Gap + High Demand" need, projects the need for two additional shoreline access points by 2044, and anticipates future street-end projects through 2032. Similarly, the City's approved 2027 State Legislative Agenda and focus on the Lake City Boulevard street end and states that the City is expanding equitable access to its lakes through improvement at its lakefront street ends, citing growing demand and safety concerns at existing waterfront parks. Together, these documents demonstrate the City's ongoing policy interest in preserving and expanding shoreline access. However, neither the adopted 2026 Legacy Plan, the 2027 State Legislative Agenda, nor the proposed 2027–2028 Parks Capital Budget identifies 100th Street SW for advancement from a conceptual design to a funded capital improvement project. No specific funding commitment, construction schedule, or City Council authorization to advance improvements at this location has been established.
Whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley, other governmental agencies, or members of the general public.	Comments received through November 6, 2026 are summarized in Section 9. The Council should consider all written and verbal testimony received before the close of the public hearing on November 16, 2026.

8. ABUTTING WATER

Pursuant to RCW 35.79.035 and LMC 12.05.240, when a proposed street vacation abuts a fresh or marine water body, the City shall not vacate such street or alley unless one of the three conditions in LMC 12.05.240(A) is met. That pathway requires the Council declarations analyzed in Section 8.1 and the prerequisites reviewed in Section 8.2.

Criteria	Department Response
The vacation is sought to enable the City to acquire the property for port purposes; beach or water access; boat moorage or launching sites; park, public-view, recreation, or educational purposes; or other public uses.	Not applicable. This is an owner-initiated petition under LMC 12.05.210. The vacation is not sought to facilitate acquisition of the property by the City.
The City, by resolution, declares that the street or alley is not presently being used as a street or alley and is not suitable for any of the following purposes: port; beach or water access; boat moorage; launching sites; park; public view; recreation; or education.	This is a determination for City Council (see Section 8.1). If the Council makes the declaration, it must do so by resolution, which may be adopted together with the vacating ordinance.
The vacation is sought to enable the City to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area abutting the streets or alleys proposed for vacation, compared with the access that would exist if the properties included in the plan were not vacated.	The 2026 Parks Legacy Plan Update, adopted by Resolution No. 2026-09 on November 2, 2026, identifies public water access as a "Big Gap + High Demand" need, recognizes 100th Street SW as a potential public water access site, and identifies encroachment resolution as a step toward future street-end projects. However, the adopted plan does not include a site-specific design for 100th Street SW, and the 2023 conceptual design has not been formally adopted. As part of standing up a citywide volunteer program, the City identified existing encroachments through surveys at 100th Street SW, Westlake Avenue SW, and Lake City Boulevard. The proposed partial vacation would enable implementation of the City's adopted plans by resolving existing encroachments while preserving the remaining street end for public access, and that the retained right-of-way provides comparable or improved public access to the same shoreline area.

8.1 Analysis under LMC 12.05.240(A)(2)

Under LMC 12.05.240(A)(2), the City must declare that the proposed vacation area is not presently being used as a street and is not suitable for port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education. The table below analyzes each part of that declaration, the countervailing considerations the Council should weigh, and how any finding would be documented.

Criterion / Finding	Department Response
Not presently being used as a street or alley	The traveled asphalt roadway lies north and west of the proposed vacation area. Most of the requested vacation area itself is enclosed by fencing and gates and

Criterion / Finding	Department Response
	occupied by a carport, retaining wall, and concrete improvements since approximately 1966.
Not suitable for any of the purposes listed in LMC 12.05.240(B)(2)	The area is occupied by private improvements, including a carport authorized under Pierce County Variance No. V7-66 since 1966; the street end slopes steeply (about 21 feet). The area has limited parking, has grading needs to ensure ADA accessibility, and driveway conflicts.
Countervailing consideration	The City Council must consider the permanent loss of approximately 4,246 square feet of public right-of-way, including 23.74 feet of shoreline frontage along Lake Steilacoom. At the same time, the proposed vacation would address a longstanding condition involving private improvements within the public right-of-way, including a carport authorized under Pierce County Variance No. V7-66 in 1966. A key consideration is whether the remaining public right-of-way would be sufficient to preserve functional public access to Lake Steilacoom and accommodate possible, future shoreline-access improvements. Because the 100th Street SW right-of-way abuts Lake Steilacoom, the requirements of RCW 35.79.035 and LMC 12.05.240 remain applicable to the proposed partial vacation. The Council should also consider the adopted 2026 Parks Legacy Plan, which identifies water access as a "Big Gap + High Demand" need and retains 100th Street SW as a potential public-access site, although no specific capital improvement project has been programmed for this location. For comparison, the Lake City Boulevard project summary accompanying the City's approved 2027 State Legislative Agenda proposes addressing existing site conditions, including property encroachment, at the Lake City Boulevard street end as part of a future public-access improvement project rather than through right-of-way vacation. The Council may consider whether the 1966 Pierce County variance authorizing private improvements at 100th Street SW distinguishes the circumstances of the two sites. These considerations should be evaluated in determining whether the proposed partial vacation is consistent with the City's long-term public shoreline-access interests, the legacy authorization by Pierce County, and the absence to date of a City capital commitment to develop the 100th Street SW street end.
Condition / Verification	The City Council must consider this matter following the close of the public hearing and comment period. Should the Council approve the proposed vacation, draft conditions of approval are outlined in Section 10 of this staff report.

8.2 Prerequisites under LMC 12.05.240(B)

Before vacating a street under LMC 12.05.240(A)(2), the City must complete the steps listed in LMC 12.05.240(B), and the vacation may not take effect until fair market value has been paid. The table below lists each requirement and its status as of the date of this report.

Requirement	Status
(B)(1) Compile an inventory of all rights-of-way within the City that abut the same body of water.	The City has identified 13 lakefront street ends as part of the 2023 Street Ends report, the 2020 Legacy Plan and more recent 2026 Legacy Plan Update, including seven abutting Lake Steilacoom: Westlake Avenue, Mount Tacoma Drive, Beach Lane, Lake Avenue, 100th Street, Holly Hedge, and Edgewater Park.

Requirement	Status
(B)(2) Conduct a study to determine whether the area proposed for vacation is suitable for port, boat-moorage, launching-site, beach- or water-access, park, public-view, recreation, or educational purposes.	The 2023 Street Ends Report provides a conceptual rendering of public-access potential at the 100th Street SW street end and is consistent with the broader shoreline-access objectives reflected in the adopted 2026 Legacy Plan update. The 2007–2009 PRAB review designated this street end for sale and was included in the 2020 Legacy Plan. That designation predates the 2023 report, however, and was not carried forward in the 2024 PRAB prioritization update for street ends or the adopted 2026 Legacy Plan, which ranks 100th Street SW second among Lake Steilacoom street ends.
(B)(3) Hold a public hearing, with notice posted conspicuously on the street or alley proposed for vacation.	The public hearing is scheduled for November 16, 2026. Notice was posted conspicuously within the right-of-way on October 21, 2026.
(B)(4) Find that the area is not suitable for any of the listed purposes and that the vacation is in public interest.	Pending City Council direction based on review of the staff report as well as agency and public comments. If directed, the required declaration and findings will be included in a draft ordinance for consideration on December 7, 2026.
(B)(5) Provide that the vacation does not become effective until fair market value has been paid and that the proceeds are restricted to acquiring additional beach or water access, public-view sites, or moorage or launching sites.	If approved by City Council, addressed through draft conditions in Section 10. Because the right-of-way abuts a body of water, payment of the full fair market value is required rather than the one-half default established by LMC 12.05.260(A) and RCW 38.79.030. LMC 12.05.260(A) also independently authorizes the City to require up to the full appraised value because the right-of-way has been dedicated for 25 years or more. The application includes an appraisal obtained by the Petitioners that concludes with a value of $34,000 which takes into consideration the Pierce County variance No. V7-66.

9. PUBLIC AND AGENCY COMMENTS

Public and agency noticing was completed as described in Section 3 of this report. Comments received by November 8, 2026 were incorporated into this staff report and included as Exhibit 5. A summary of comments is below:

Commenter	Date Received	Summary	Department Response
Tacoma Power-Joesph Rempe, PE Power System Manager	10/21/26	Pole TP26801 is located within the proposed vacation area, on the northerly extension of the Petitioners' eastern property line. The pole serves two customers: 6926 100th Street SW (Petitioners) and 6928 100th Street SW (neighboring property to the south). Requests an easement 5 feet along the property line extension and 15 feet from the new north property line, as shown on Tacoma Power's survey markup, to allow future pole replacement and the addition of an anchor and down guy if needed.	No objection, subject to an easement. Easement ability retained under LMC 12.05.250; see Section 10, draft condition 2.

Commenter	Date Received	Summary	Department Response
Comcast-Engin Ataman, Manager Construction, Pacific Northwest Region	10/21/26	No objection, subject to an easement as described by Tacoma Power.	No objection, subject to an easement. Easement ability retained under LMC 12.05.250; see Section 10, draft condition 2.
Tacoma Power Greg Netcher, HFC Engineering; Fiber Transmission & Distribution	10/22/26	No objection, subject to an easement for fiber as described by Tacoma Power.	No objection, subject to an easement. Easement ability retained under LMC 12.05.250; see Section 10, draft condition 2.
Pierce County Sewers-Taran Bedi, P.E.	10/26/26	An existing public sewer force main runs along the asphalt roadway and crosses into the westerly portion of the proposed vacation area near the existing gate. Requests a public sewer easement over the area being vacated. The minimum easement area needed is shown on Pierce County Sewers' markup of the vacation exhibit.	No objection, subject to an easement. Easement ability retained under LMC 12.05.250; see Section 10, draft condition 2.
Alan Billingsley (signed as Lakewood Parks Board; Partners for Parks)	10/23/26	Urges caution in setting a precedent with this right-of-way vacation. Approving it before the City's first street-end project is complete could jeopardize other proposed street-end projects. States that Lakewood residents have made equitable lake access a priority and that the City should keep all options open while it determines how to provide it.	Opposed; comment noted for Council consideration
Greg and Sharon Rediske, 12 Lagoon Lane North	10/23/26	Supports the partial vacation. States that it would resolve longstanding legal and title questions and reduce potential litigation for the City and the petitioners, while	Supports; comment noted for

Commenter	Date Received	Summary	Department Response
		leaving open the option to develop the remaining street end. More broadly, opposes the City maintaining or developing several Lake Steilacoom street ends once Edgewater Park provides public access, citing cost and safety; hopes the street end will eventually be vacated entirely.	Council consideration
Sharlynn Gates, 6926 100th Street SW (Petitioner)	10/30/26	Supports the partial vacation. States that Pierce County granted a 25-foot variance in perpetuity and installed chain-link fencing marking that boundary, and that the variance legally supersedes the right-of-way, while also acknowledging that a building variance is not the same as ownership. States that the family relied on the variance in good faith in investing in the carport, home, and bulkhead, and that they pay taxes on the variance area. Offers to purchase the specific variance area at fair market value based on an independent appraisal, subject to any conditions the City determines appropriate. States support for preserving public lake access and the proposed park, and asks the Council to direct staff and the City Attorney to evaluate a lawful, fact-specific arrangement rather than apply a blanket policy.	Petitioner; supports. Comment noted for Council consideration.
Susan Russell Hall (no address provided)	10/30/26	Supports the partial vacation on behalf of the property owners. States that the Pierce County variance is in perpetuity for use by the homeowner, that the County installed chain-link fencing marking the boundary, and that the variance legally supersedes the right-of-way, while also acknowledging that a building variance is not the same as ownership. Notes the owners are willing to purchase the area at fair market value. Supports preserving public lake access and the proposed park, and asks the Council to direct staff and the City Attorney to evaluate a lawful, fact-specific arrangement rather than apply a blanket policy.	Supports; comment noted for Council consideration.
Walt L. Hanline, Ed.D., and Edith L. Hanline, 10526 101st Street Court SW	10/30/26	Supports the partial vacation and sale of the variance area to the property owners at fair market value. States that the owners invested in their home, carport, garden, and other improvements in reliance on prior County approvals and variances, and that the Council should consider that reliance. States the writer's understanding that the sale would not interfere with public lake access or the proposed park	Supports; comment noted for Council consideration.

Commenter	Date Received	Summary	Department Response
		plans, and that clear ownership would end ongoing uncertainty and avoid a potential legal dispute. Asks the Council to consider the property's unique circumstances on its own merits rather than apply a blanket policy.	
John and Carissa Lewis, 921 Manor Drive, Fircrest	10/30/26	Supports approval of the partial street vacation and sale to the property owners. States that the area has never been used for public lake access and that its sale would not interfere with the proposed park improvements; that the City would receive fair market value; and that the owners relied on County-approved variances when making significant investments. Asks the Council to consider the property's individual history and circumstances rather than apply a blanket policy, and states that a negotiated sale would provide clarity and potentially avoid costly legal disputes.	Supports; comment noted for Council consideration.
Renell Gates (address not provided)	10/30/26	Supports the vacation, which the letter calls a "sale" to the Johnsons. Says the street end rarely has visitors, is overgrown, has no parking, and isn't accessible for people with disabilities. Says the Johnsons came forward voluntarily about improvements made by prior owners, and that the City didn't do its due diligence on permits for the home about 50 years ago. Asks Council to approve rather than displace two senior residents.	Supports; comment noted for Council consideration.
R. Scott Frazier (address not provided)	10/30/26	Supports the vacation. Says the street end is a poor public access point that he has never seen used, and that Edgewater Park offers parking, restrooms, and a boat launch. Says the Johnsons came forward in good faith, offered full market value, and didn't know about the encroachment when they bought the home. Says the vacation would still leave lake access for local residents.	Supports; comment noted for Council consideration.
Roxanne Miles, Director, Parks, Recreation & Community Services (PRCS)	11/2/26	Does not support the vacation, citing RCW 35.79.035 and City plans for public shoreline access. States the street end is publicly owned waterfront identified for future development under a Council goal of increasing public water access (2009 report and later site ranking). Carport creates conflict with future public use; development in front of the carport would block owner access, and limiting work to the area west of the carport restricts viable design. The requested area extends beyond the structure's encroachment, and gardens and fixtures beyond the vacation area would still need removal. Notes that easements for residential access would be needed if the City develops the site. Attaches the street-end concept plan, a vacation overlay, and survey and title materials, and notes the concept plan is preliminary.	Objects. Comment noted for Council consideration.

Commenter	Date Received	Summary	Department Response
James Dean, Water Distribution Manager, and Alley Reyes, Lakewood Water District	11/2/26	The District requests relocation of water service for 6926 100th Street SW about 15 feet so it stays in the remaining right-of-way. The property owner would pay for the relocation. The District provided a sketch of existing meter locations for 6926 and 6928, based on GPS data, and the proposed new meter location. It notes the GPS points closely match square structures on the survey that may be the existing meters.	No objection, subject to relocation at petitioners expense, see draft condition # 3.
Sharlynn Gates, 6926 100th Street SW (Petitioner)	11/5/26	Supports approving the partial vacation and asks for a favorable staff recommendation. Main points: (1) The 1966 County variance was granted in perpetuity, runs with the land, and covers the full 25-foot frontage to the lake. The supporting evidence offered is affidavits from prior owners, two County-installed chain-link fences, property taxes paid on the lake frontage, and the existing bulkhead. (2) If Council denies the petition and the City moves to remove encroachments within the variance area, the petitioners say they will pursue legal action. (3) Litigation would be costly to the City; the letter cites the Edgewater litigation. (4) Public use of the street end is minimal, access is blocked by the bulkhead and a mature fir tree, and Edgewater Park is about six blocks away, so public access would not be affected. Asks to be told staff's recommendation once it is issued.	Petitioner; supports. Comment noted for Council consideration.
Heather L. Burgess, Dickson Frohlich Phillips Burgess PLLC (Petitioners' representative)	11/6/26	States that, while the Pierce County variance describes only the carport structure, the historic use and occupancy of the area and the property tax history show that the Petitioners' use was permissive and not an encroachment. States that in 1966 only the structure would have required a permit, and that bulkheads were essentially unregulated before the Shoreline Management Act. States that the Petitioners have affidavits that Pierce County erected the chain-link fence, and that public records requests to County agencies found no other records concerning the variance, the fence, or the bulkhead. Agrees that the Assessor's taxable land area (6,750 square feet) matches the legal lot area. Contends that the Assessor's 63 front feet exceeds the parcel's lake frontage shown on County GIS (approximately 48.65 to 50.98 feet) by about 12 to 14 feet and aligns with the fence line.	Petitioners' representative; supports. Comment noted for Council consideration.

Commenter	Date Received	Summary	Department Response
		States that the Petitioners have a pre-incorporation, perpetual legal right to use the area, and that if Council denies the petition they will assert that right in any future proceeding to require removal of the improvements or payment to retain them. States that a formal comment letter will follow.	
Puget Sound Energy (Ariana McIntyre, Associate Real Estate Representative, Asset Management)	11/6/2026	PSE has natural gas facilities within the proposed vacation area. It can't confirm their exact location or dimensions without a utility survey. PSE asks for either an easement or utility reservation language in the vacating ordinance.	No objection, subject to an easement. Easement ability retained under LMC 12.05.250; see Section 10, draft condition 2.
Lumen / Qwest Corporation d/b/a CenturyLink QC (Briana Salles, ROW Agent)	11/6/2026	Lumen has an aerial cable on a pole it shares with Tacoma Power inside the vacation area. If those facilities stay in place, Lumen needs an easement. Because the area is still right-of-way, the easement would have to be reserved in the vacating ordinance. Lumen's letter asks the City to "save and except" an easement over the area shown in its Exhibit A. That exhibit is the AHBL vacation survey dated 9/16/2026, which covers the entire 4,246 SF area. Lumen also says the vacation must not reduce its other rights, and that the applicant must pay to relocate or repair any Lumen facilities that are damaged. As an alternative to the easement, Lumen offers to relocate its facilities.	No objection, subject to an easement. Easement ability retained under LMC 12.05.250; see Section 10, draft condition 2.
Mary Bergin-sperry (Address no provided)	11/8/26	Long-time resident (60+ years) wants lake street ends kept as City property for public access and supports the City's plan to develop them into small neighborhood parks. Sees future potential at 100th St given its proximity to downtown and Park Lodge Elementary, including possible educational field trips.	Opposed; comment noted for Council consideration
Alan & Jane Mcpherson	11/8/2026	We favor the City's allowing the persons living on 100th Street, where it ends at Lake Steilacoom, to purchase the portion of property technically owned by the City that was thought until now to belong to these residents. As we understand it the City will still have access to the lake there	Supports; comment noted for Council consideration.

Please note the protest provision in LMC 12.05.230(D) does not apply. This subsection bars the City from proceeding where 50 percent or more of the owners of abutting property file written objections to a City Council-initiated vacation. This vacation was initiated by an adjacent property owner petition.

10. DRAFT CONDITIONS OF APPROVAL

Based on the analysis above and the applicable decision criteria discussed in this report, if City Council elects to approve the proposed partial street vacation, the Department of Planning and Public Works has outlined draft conditions of approval for consideration:

1. **Compensation.** Before the vacation becomes effective, the petitioners shall pay the City the full appraised fair market value of the vacated right-of-way. The vacation shall not become effective until all required payments have been received and the City shall use the compensation only for the purposes listed in LMC 12.05.240(B)(5).

2. **Utility Easements.** The vacating ordinance shall require the conveyance of easements necessary for the construction, operation, maintenance, and repair of existing and future utilities and services, consistent with LMC 12.05.250. The location and dimensions of required easements shall be determined based on comments received from utility service providers pursuant to LMC 12.05.230(B). Tacoma Power Utility, Comcast, Pierce County Sewer, Lumen and Puget Sound Energy have requested easements to access existing infrastructure.

3. **Lakewood Water District Service Relocation.** Prior to the effective date of the vacating ordinance, the petitioner shall relocate the water service and meter serving 6926 100th Street SW into the remaining public right-of-way, as directed by Lakewood Water District and at the petitioner's expense.

4. **Improvements Within the Retained Right-of-Way.** Any private improvements remaining within the retained public right-of-way shall be removed, relocated onto private property or the vacated area. All required work shall be completed at the petitioners' expense and within a timeframe approved by the Director. No gate, fence, or other private obstruction shall impede public access through the retained right-of-way.

5. **No Further Encroachment.** The vacation applies only to the area identified in the approved legal description and does not convey any right, title, or interest in the remaining 100th Street SW public right-of-way. The petitioners shall not establish or expand private encroachments within the retained right-of-way without separate City authorization.

6. **Shoreline and Other Permits.** Approval of the street vacation does not authorize construction, development, or other activities requiring separate permits. Any proposed development within shoreline jurisdiction shall comply with Chapter 90.58 RCW, the City's Shoreline Master Program, and all other applicable provisions of the Lakewood Municipal Code. The petitioners shall obtain all required permits and approvals before undertaking such activities.

7. **Recording.** Before the vacating ordinance is recorded, the petitioners shall provide, at their expense, a record of survey prepared under Chapter 58.09 RCW and Chapter 332-130 WAC. The survey shall show the vacated area, the retained right-of-way, and the easements and relocated water service required by Conditions 2 and 3, with monuments set at the new right-of-way corners. The vacating ordinance shall be recorded with the Pierce County Auditor in accordance with LMC 12.05.270, at the petitioners' expense. A copy of the recorded ordinance and any associated easements or acknowledgments shall be provided to the Department of Planning and Public Works.

If the City Council does not make the findings required by LMC 12.05.240(B)(4), the vacation may not be granted, and the petition should be denied. In that event, the right-of-way remains public in its entirety, no vacating ordinance is adopted.

11. EXHIBITS

A complete index of exhibits is in the application file. To date, the index consists of the following exhibits:

Exhibit No.	Document	Dated	Date Received
1	Street-vacation application, Permit No. ENG-2026-103	N/A	09/22/2026
2	2023 Street Ends Report (JA Brennan Associates)	11/22/2022	—
3	2025 draft City survey 100th Street SW street end	11/2025	—
4	Resolution No. 2026-08 setting the public-hearing date	10/19/2026	—
5	Agency, utility, petitioner and public comments received by 11/8/2026	Miscellaneous	—

Report prepared by:

A. Silva _____ 11/6/26

Angie Silva, Assistant Director — Date

Report approved by:

_____ _11/9/26_

Jeff Rimack, Director — Date

cc: Applicant: Clint Johnson and Sharlynn Gates

Representative: Heather L. Burgess, Dickson Frohlich Phillips Burgess PLLC

Your Submission Details

Submission Number:
ENG-2026-103

Status:
Under Review

Message:

Applicant Name:
Clint Johnson

Applicant Email:
cpjlakewood@hotmail.com

Submission Type:
Public Works/Engineering Applications > Street Vacation

Last Updated:
October 1, 2026

Submission URL:
https://app.oncamino.com/lakewood_wa/dashboard/submissions/892216/guide

Contact the agency for more help

253-512-2261

bschumacher@cityoflakewood.us

6000 Main St. SW,
Lakewood

1 Getting Started

Welcome to the City of Lakewood's Permitting Portal

Step is Completed By: Applicant

Welcome to the City of Lakewood's Permitting System!

Follow the steps below to apply for your project's permitting needs. You can also use this platform to submit multiple applications and track permit status through the dashboard. All documents are in PDF format unless stated otherwise.

The provided submittal checklist is not an exhaustive review of all potential issues. The requirements checklist given to the applicant shall not bind, limit, or prohibit the City's future application or enforcement of the applicable law; rather, it is intended to offer the applicant guidance in preparing a development proposal for submittal"

Planning and Public Works

6000 Main St SW

Lakewood, WA 98499

(253) 512-2261

Visit our office: Monday-Friday; 8:30am-4pm. Walk-ins welcome but appointments receive priority service.

Contact us:

Permit Center: permits@cityoflakewood.us

Rental Housing Safety Program: rentals@cityoflakewood.us

Business Licensing: businesslicensing@cityoflakewood.us

Engineering: publicworksengineering@cityoflakewood.us

Planning: planning@cityoflakewood.us

2 Application Infomation

Acknowledgement

Step is Completed By: Applicant

By selecting the "Mark as complete" button above, **I attest that:**

- You have the legal right to apply for this permit.
- Everything you've provided is true, complete, and accurate to the best of your knowledge.
- You have the authority to carry out this project.
- This application and associated scope of work is not subject to any covenants, conditions, or restrictions of record that forbid the proposal on the property.
- You agree not to begin any work until all required permits and approvals have been issued.
- All information and documents you submit with this application may be shared with the public under Washington's Public Records Act (RCW 42.56).
- Per state law and City of Lakewood Municipal Code (LMC), licensed contractors, first and second-tier subcontractors all must hold a valid business license from the Department of Revenue (DOR), endorsed by the City of Lakewood, as well as contractors must be licensed with state Department of Labor & Industries.
- By submitting this application, you (the property owner or legally authorized representative) are giving the City of Lakewood permission to access the property listed in the application for the purpose of reviewing the project. This permission lasts from the time you apply until the City takes final action or inspection on your project.
- The City of Lakewood is not a full-service agency. Sewer, septic, water, electrical, and fire safety permits, reviews, and inspections are done by outside agencies. It is the responsibility of the applicant/landowner to submit and obtain approvals from outside permit agencies.

Further, I acknowledge my permit will be returned if:

- It is missing required documents or information.
- My documents are not uploaded as PDFs.

Street Vacation Permit

Group: Engineering **Step is Completed By:** Applicant

Please fill in all required fileds and select Mark Complete.

For more information, please visit LMC Title 12 and City brochure Right-of-Way Vacation

3 Building Application Requirements

Construction - Scope of Work Narrative

Step is Completed By: Applicant

Please provide a narrative of the proposed request, with a clear description o

4 Engineering Application Requirements

Upload Survey for Street Vacation

Group: Engineering **Step is Completed By:** Applicant

Use this step to upload a survey for the proposal. The Survey shall be prepared by a state licensed surveyor and meet the requirements outlined in LMC 12.05.220.

Upload a Plat Map

Step is Completed By: Applicant

Use this step to upload a plat map for the project.

Provide a Legal Description

Step is Completed By: Applicant

Please provide a legal description of the proposed project.

Upload Petition Form (Signed) for Street Vacation Application

Group: Engineering **Step is Completed By:** Applicant

Please complete the attached petition form and upload once all signatures have been included.

Upload Property Appraisal

Group: Engineering **Step is Completed By:** Applicant

Per LMC 12.05.260, an appraisal is required to determine the appraised value of the requested street vacation. Appraisals shall not be more than 6 months old at the time of submission and be prepared by a state certified real estate appraiser who has a MAI or SRA designation from the Appraisal Institute.

Upload a Plat Map

Step is Completed By: Applicant

Use this step to upload a plat map for the project.

Upload Petition Form (Signed) for Street Vacation Application

Group: Engineering **Step is Completed By:** Applicant

Please complete the attached petition form and upload once all signatures have been included.

5 Next Steps

Next Step: Application Submittal

Step is Completed By: Applicant

Once you've submitted your application a completeness review will take place. You can track the status of your application directly through this portal. Staff will request changes/add requirements as needed on this page.

6 Helpful Information & Resources

Review the City of Lakewood Engineering Standards Manual

Group: Engineering **Step is Completed By:** Applicant

Attached is the City of Lakewood Engineering Standards Manual. This manual has been prepared to provide a graphic and written representation of minimum standards for construction of public improvements within the public right-of-way, easements, city properties, and on private property relating to development improvements. This manual is compiled and published by the City of Lakewood Planning & Public Works Department. In addition to LMC Titles 12 and 13, the intent is to achieve compliance with engineering, utility and site construction practices within the City of Lakewood.

Brochures

Step is Completed By: Applicant

The Department of Planning & Public Works creates public brochures on several topic areas based on common questions we receive. To view all brochures available, please visit our documents page PPW Documents - City of Lakewood.

Want to Schedule an Appointment with a City Planner or Permit Tech?

Step is Completed By: Applicant

Use the link above to schedule a free 15 minute consult with a Planner or Permit Technician. Additional time will require a paid meeting.

Lakewood Municipal Code

Step is Completed By: Applicant

Please visit the Lakewood Municipal Code (LMC) for development requireme
Municipal Code

PPW Contact Information

Step is Completed By: Applicant

Planning and Public Works Department

6000 Main St SW

Lakewood, WA 98499

(253) 512-2261

Visit our office: Monday-Friday 8:30 am – 4pm

Walk-ins welcome but appointments receive priority service

Contact us:

Permit Center: permits@cityoflakewood.us

Rental Housing Safety Program: rentals@cityoflakewood.us

Business Licensing: businesslicensing@cityoflakewood.us

Engineering: publicworksengineering@cityoflakewood.us

Planning: planning@cityoflakewood.us

7 Fees Due

Street Vacation Permit Fee

Group: Engineering
Step is Completed By: Applicant

Fee: $1,920.00 Street Vacation Permit Fee

Authorization to use right-of-way for minor construction, parking or other non-intrusive use.

Administrative Base Fee

Group: Permit Techs
Step is Completed By: Applicant

Fee: $90.00 Administrative Base Fee

Technology Fee

Fee: $80.40 Technology Fee

Step is Completed By: Applicant

IMPORTANT!!!!!!!!!!!!!!!!!!!!!!! Once all fees have been confirmed, check subtotal on invoice and input to calculate tech fee. All applciations types are required to have a tech fee assessed.

8 Agency Review

Engineering Review

Group: Engineering **Step is Completed By:** Agency

Council Setting Hearing Date (Resolution)

Group: Engineering **Step is Completed By:** Agency

Upload resolution, council agenda bill and PowerPoint slide. Also input date Council meeting considers resolution hearing date.

9 Required Notices

Notice to Property Owners-Street Vacation

Group: Engineering **Step is Completed By:** Agency

Follow LMC 12.05 procedure. Please upload copy of final notice.

Notice to Public Service Providers-Street Vacation

Group: Engineering **Step is Completed By:** Agency

Follow LMC 12.05 procedures. Please upload copy of final notice.

Questions and Answers

1 **Will the project impact multiple site addresses?**

Yes | No

Data Fields

Reviewer Notes

1 **Engineer Comments-Notice to Property Owners**

2 **Engineer Comments-Notice to Providers**

3 **Sent Date**

Interested Parties

1 **Interested Parties**

Applicant Information

1 **Phone Number**

253-376-2623

2 **Contact's Phone Number**

253-376-2623

3 **Contact's Email**

cpjlakewood@hotmail.com

4 **Contact's Mailing Address**

6926 100th St SW

5 **Applicant's Email**

cpjlakewood@hotmail.com

6 **Address**

6926 100th St SW

7 **Contact Person**

8 **Applicant Name**

Clint Johnson and Sharlynn Gates

Property Owner/Tenant Information

1 **Address**

6926 100th St SW

2 **Email Address**

cpjlakewood@hotmail.com

3 **Phone Number**

253-376-2623

4 **Name**

Clinton Johnson and Sharlynn Gates

Project Information

1 **Resolution hearing date**

2 **Will the project impact multiple site addresses?**

No

3 **Project Description**

Vacate that portion of the public right of way and street end within our fence line, carport and parking area. That same area is subject to the County's previous grant of a perpetual variance. The vacation of this area will resolve the title issues for both the Petitioners and the City.

Property Information

1 **Site Address**

100th ROW Street End

Ungrouped

1 **Reviewer Comments**

2 **Subtotal for Tech fee**

2010.0

Disclaimer

All information and documents you submit with this application may be shared with the public under Washington's Public Records Act (RCW 42.56). By submitting this application, you (the property owner or legally authorized representative) are giving the City of Lakewood permission to access the property listed in the application for the purpose of reviewing the project. This permission lasts from the time you apply until the City takes final action on your project. Further, you confirm that: * The City of Lakewood is not a full-service agency. Sewer, septic, water, electrical, and fire safety permits, reviews, and inspections are done by outside agencies. It is the responsibility of the applicant/landowner to submit and obtain approvals from outside permit agencies. * You have the legal right to apply for this permit. * Everything you've provided is true, complete, and accurate to the best of your knowledge. * You have the authority to carry out this project. * You agree not to begin any work until all required permits and approvals have been issued.
This PDF was generated on October 1, 2026 and may be out of date.

DICKSON FROHLICH PHILLIPS BURGESS PLLC

HEATHER L. BURGESS | PARTNER | HBURGESS@DFPBLAW.COM
DANIEL E. PIZARRO | PARTNER | DPIZARRO@DFPBLAW.COM
JENNIE MARTIROSIAN | SENIOR PARALEGAL | JMARTIROSIAN@DFPBLAW.COM

September 14, 2026

Sent via Hand-Delivery

Department of Planning & Public Works
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499

RE: Request for Partial Street Vacation
Subject Property: 6926 100th Street SW, Lakewood, WA 98499

Dear City of Lakewood:

This firm represents Clint Johnson and Sharlynn Gates (collectively, "Applicants"), who own a waterfront residence located at 6926 100th Street SW, Lakewood (the "Property"), on Lake Steilacoom. The purpose of this letter is to provide the City with additional information in support of the Applicants' enclosed request for partial vacation of 4,246 SF of unimproved right-of-way at the end of 100th Street adjacent to their property.

As detailed below, the Applicants' proposed limited street vacation is consistent with the City's 2008 street-end analysis, the express authorization granted by Pierce County for original construction of their carport, and the historic residential use and occupancy of the Property. In addition, Pierce County records reflect that the Applicants are and have been paying property taxes for the area proposed to be vacated. For these reasons, and because the Applicants' revised[1] proposal meets all relevant criteria in Lakewood Municipal Code ("LMC") 12.12.120 and RCW 35.79.035, the City should approve the proposal.

I. BACKGROUND AND HISTORY

A. The 2008 Street Ends Report

As discussed below, the Applicants' earlier street vacation application was informed by the assumptions reflected in the 2008 Parks and Recreation Advisory Board ("PRAB") analysis of the 100th Street SW street end. That analysis recommended a "Sell" designation and recognized the practical limitations associated with future public use, including the steep slope, limited parking, and the likelihood that vehicles accessing the site would block neighboring driveways.

[1] In 2024, the Applicants together with John Crabill submitted a request to vacate approximately 12,100 SF of the unimproved street-end of 100th Street abutting their properties. If approved, this would have resulted in vacation of the entire street end abutting Lake Steilacoom. The City Council held a public hearing on the proposal on August 5, 2024 and voted to deny the request on September 16, 2024. The Applicants' new application reflects a revised request to vacate a smaller portion of the unimproved right-of-way.

In 2008, the PRAB conducted an analysis and review of the City's various waterfront "street ends." This included analysis of access to the waterfront through 100th Street SW adjacent to the Applicants' property. Ultimately, the PRAB recommended a "Sell" designation on the 100th Street SW street end, rather than the "Maintain, Improve or Develop," "Leave As Is," or "Lease" designations assigned to other Lakewood waterfront street ends. A copy of this recommendation is attached at **Tab A**. City records also include a May 2008 letter to the PRAB, from Communications Director Jeff Brewster, which listed the 100th Street access point as a site "that should be leased or vacated to raise capital to acquire more suitable lakefront property on the same lake."

The 2008 PRAB process noted that the City's ability to actually improve the site would come with inherent difficulties, given the proximity to Lake Steilacoom, the wildlife in the area (otters & beavers), the steep slope of the roadway, and limited parking space. Notes from "street-end meetings" with the public conducted by PRAB in 2007 confirm that 100th Street had "no real parking area," "grading would be required," and "cars accessing the site would block driveways." Those conditions remain true today. Nonetheless, to the extent the City's plans for the 100th Street end have changed since the earlier 2008 PRAB evaluation, the Applicants' revised proposal preserves a full public access corridor for future development while curing the only practical issue left: the mismatch between the Applicants' longstanding, permitted improvements and the surveyed boundaries of the right-of-way.

B. The City's 2024 Analysis Fails to Consider the Historical Variance, Longstanding Improvements by Private Owners, and Historical Tax Payments.

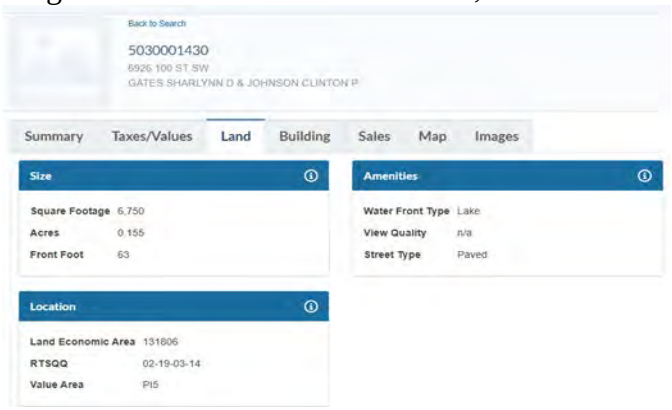
The 2024 staff reports for the Applicants' original street vacation proposal reflect that the City conducted a new analysis of the 100th Street SW street end in 2022 that reached a different conclusion than the 2008 PRAB report, recommending that the site be developed as a public park, and including conceptual design plans for that purpose. However, the staff report analysis rests on an incorrect factual premise because it depicts the Applicants' longstanding improvements as "encroachments." As discussed below, those improvements were expressly authorized by Pierce County in 1966, and therefore do not constitute unauthorized encroachments upon the right-of-way. In addition, Pierce County records reflect that the Applicants have continuously paid property taxes based upon the historic occupancy of this area, further confirming longstanding permitted treatment of the improvements.

As reflected in Pierce County records and confirmed by neighbor and lifelong Lake Steilacoom resident, John Crabill, in 1966 Mr. Crabill's father obtained Pierce County Variance No. V7-66 (the "Variance"), authorizing the placement of the carport and parking improvements for the Applicants' residence within the existing 100th Street right-of-way. In 2008, Robert Crabill recorded a copy of the Variance on title, a copy of which is attached at **Tab B**. John Crabill's parents were the Applicants' predecessors in title; Mr. Crabill personally resided on the Applicants' property from the 1950s to the 1970s and has lived across the street for over 20 years.

The carport, fence, and retaining wall on the Property were permitted improvements, not encroachments, and they have remained in place for nearly six decades. These improvements

predate the City's incorporation by thirty years, and were approved pursuant to Pierce County's zoning and building authorities at the time. In short, the structures identified in the 2024 analysis as "encroachments" are, in fact, legacy improvements, long understood as part of the Applicants' private property and permitted as such.

Pierce County records further demonstrate that the Applicants have paid property taxes on the full width of the 100th Street right-of-way area that they, and their predecessors, have lawfully occupied since Pierce County originally granted approval of the Variance in 1966. This is evident from Pierce County Assessor records for the parcel, which reflect 63 feet of "Front Foot," referring to 63 feet of frontage along the Lake Steilacoom waterfront, as reflected in the below screenshot:



In short, the record shows that the existing improvements within the right-of-way were placed there with express permission of Pierce County, and that the Applicants have dutifully paid property taxes on the underlying area. There has been no encroachment.

II. COMPLIANCE WITH PROPOSED STREET END EVALUATION FRAMEWORK

The Applicants understand that the City Council has been considering adoption of a new resolution setting out Street-End Evaluation Framework. While this framework has not yet been finalized, as discussed below, the Applicants' partial street vacation satisfies the draft proposed framework's substantive evaluation criteria. Specifically, the proposal preserves public access to the shoreline, avoids the unnecessary removal of longstanding County-authorized improvements, maintains the anticipated public benefit associated with future park development, and provides for payment of the fair market value of the property if the vacation is approved.

A. The Proposed Vacation Preserves Public Access

The City's proposed framework first considers whether adequate public shoreline access can be maintained. Here, the Applicants' proposed partial street vacation preserves a continuous public access corridor to Lake Steilacoom. Enclosed are two survey exhibits prepared to assist the City's review: first, an aerial exhibit showing the proposed revised partial vacation in relation to the existing site conditions (**Tab C)**; and second, an overlay showing the proposed revised partial vacation together with the City's concept park/street-end plan for this street end published with the 2024 staff report (**Tab D)**. As you can see from these exhibits, the proposed partial vacation

does not prevent construction of the conceptual park identified in the 2024 Staff Report. Moreover, as shown in the photo below taken from the water, the revised vacation proposal (which aligns with the existing chain link fence) would not alter existing public access to the shoreline.



B. Removal of the Improvements Would Be Infeasible and Disproportionately Burdensome

The draft framework also recognizes that removal of existing improvements may be inappropriate where doing so would be infeasible or disproportionately burdensome. Here, the Applicants' carport, retaining wall, and related improvements were expressly authorized pursuant to Pierce County Variance No. V7-66 in 1966 and have remained in place for nearly sixty years. Although the Applicants do not concede that their County-authorized improvements constitute "encroachments," the City's draft framework provides a useful structure for evaluating why the revised partial vacation is appropriate here. Their removal would require demolition of improvements lawfully constructed with County approval and would therefore be both infeasible and disproportionately burdensome.

C. The Proposed Vacation Will Not Result in a Loss of Shoreline Function

The City's framework further evaluates whether a proposed vacation would diminish shoreline function or interfere with future public use. The conceptual park plans prepared for the City demonstrate that the Applicants' proposed partial street vacation does not materially interfere with the planned shoreline improvements. As shown in **Tab D**, with the street vacation, the proposed beach area and public access corridor could remain substantially unchanged from initial plans. At most, only minor adjustments to the precise boundary of the requested vacation may be warranted to accommodate final design details.

D. The Public Benefit is Preserved and the City Will Receive Fair Compensation

Finally, the proposed vacation preserves the public benefit contemplated by the City's framework. Approval of the requested vacation would not prevent construction of the proposed park or continued public enjoyment of the shoreline. At the same time, the City would receive the appraised fair market value of the property, as required by both state law and the Lakewood Municipal Code. Approval of the requested vacation advances the City's planning objectives while resolving the longstanding inconsistency between the historic County-authorized improvements and the existing right-of-way boundaries.

Because the proposed partial vacation preserves public access, avoids the unnecessary removal of longstanding County-authorized improvements, maintains shoreline function, and provides for fair market compensation, it satisfies the substantive evaluation criteria set forth in the City's draft Street-End Evaluation Framework.

III. CONCLUSION

A complete application for street vacation meeting the requirements of Lakewood Municipal Code ("LMC") Chapter 12.12 is enclosed. The Applicants respectfully request that the City approve the revised partial street vacation proposal, which is narrowly tailored to encompass only the area of historic occupancy associated with longstanding County-authorized improvements, preserves the City's ability to provide future public shoreline access, and satisfies the substantive criteria set forth in the City's proposed Street-End Evaluation Framework. As required by Lakewood Municipal Code and state law, the Applicants are prepared to pay the City the full appraised fair market value of the property, as determined by the City, upon approval of the requested vacation.

Thank you for your consideration of this revised request.

DICKSON FROHLICH PHILLIPS BURGESS PLLC



HEATHER L. BURGESS
DANIEL E. PIZARRO
HLB/DEP/jm

Enclosures:
Tab A – 2008 Parks and Recreation Advisory Board Waterfront Street Ends Recommendation
Tab B – Pierce County Board of Adjustment Written Order No. V7-66 / Historic Variance Materials
Tab C – Aerial Exhibit Showing Proposed Revised Partial Street Vacation
Tab D – Overlay Exhibit Showing Proposed Revised Partial Street Vacation with City Concept Park/Street-End Plan

TAB A

TO: City Council Members

FROM: Parks and Recreation Advisory Board (PRAB)

DATE: July 30, 2008

RE: Waterfront Street Ends Recommendation to the Lakewood City Council

The Parks and Recreation Advisory Board members, including Chairman Roger Laybourn, Vice-Chairman Gary Fowler, Vito Iacobazzi, Jason Gerwen, Tanja Scott andAlan Billingsley have been involved in the review process focusing on Lakewood Waterfront Street Ends since their initial PRAB analysis of the sites in October, 2006.

PRAB members attended subsequent Street Ends public meetings on September 25, November 27, and December 11, 2007; January 23, and May 27, 2008 before discussing the issue and developing a recommendation at their June 24, 2008 regular Board meeting. All of the information collected through site assessments, public comments, meeting minutes, on-site visits and staff reports was considered during the decision making process.

During their final deliberations, PRAB members recommended the Council consider where the City will be in 50 years, what open space is available now or will become available in the future and how the City will acquire and develop this space to enhance and/or expand existing parks and recreational venues within the City. Throughout the discussion, members consistently returned to these thoughts and the idea that the City should focus on future lakefront access and the development of such properties to meet the growing needs of our community.

RECOMMENDATION:

The Parks and Recreation Advisory Board makes the following recommendation to the City Council:

Maintain, Improve or Develop the following street end sites:

Westlake Avenue	Lake Steilacoom
Beach Lane	Lake Steilacoom
Edgewater/Foster	Lake Steilacoom
Lake City Blvd	American Lake
Wadsworth-Tillicum	American Lake
104th / Melody Lane	Lake Louise

Holden	Lake Louise
Lakeland Avenue	American Lake

Leave As Is the following sites:

Hilltop Lane	Gravelly Lake
Linwood Lane	Gravelly Lake

Sell the following sites:

100th Street	Lake Steilacoom
Holly Hedge Drive	Lake Steilacoom

Lease the following site:

Mt. Tacoma Drive	Lake Steilacoom

Sell or Lease the following site:

Lake Avenue	Lake Steilacoom

In addition, the PRAB members recommend to the City Council that the City should:

- Develop a formal master plan for each site designated for "maintain, improve or develop".
- Create signage and a management plan for each site that is designated for "maintain, improve or develop".
- Maintain Wadsworth for public use including boat launchings.
- Establish a formal lease policy for use of properties designated to "lease" so they are available for future consideration.
- Use existing waterfront parks as 'anchors' from which to expand use through acquisition.
- Consider eminent domain to increase lakefront access and to expand existing lake front parks.
- Work with neighbors and the police department to develop block watches at improved sites
- Re-examine options after five (5) years if adjoining property owners haven't leased or purchased designated sites.
- Pursue Public/Private partnerships to increase access to Gravelly Lake.

A matrix is attached outlining the Board's recommendations.

The Parks and Recreation Advisory Board appreciates the interest shown by the community in this issue and supports the City Council in its efforts to make decisions regarding water front street end properties within Lakewood's boundary.

Parks and Recreation Advisory Board
Water Front Street End Recommendation
July 30, 2008

Roger Laybourn, Chairman

J. Alan Billingsley
Excused Absence
(Approved to form)

Gary Fowler

Jason Gerwen

Vito Iacobazzi

Tanja Scott

Street Name/Site Location	Lake	Improve/ develop	Leave "as is"	Sell	Lease	Additional conditions/comments
Westlake Ave	Lake Steilacoom	X				One of the best sites
Mt. Tacoma Drive	Lake Steilacoom				X	Potential for use in 10 years
Beach Lane	Lake Steilacoom	X				Passive neighborhood access
Lake Avenue	Lake Steilacoom			X	X	
100th Street	Lake Steilacoom			X		
Holly Hedge Drive	Lake Steilacoom			X		
Edgewater / Foster	Lake Steilacoom	X				
Lake City Blvd	American Lake	X				Most potential - already used as fishing area/park
Wadsworth – Tillicum	American Lake	X				
104th / Melody Lane	Lake Louise	X				Determine which site merits development or improvement
Holden	Lake Louise	X				Determine which site merits development or improvement
Hilltop Lane	Gravelly Lake		X			Last public access to Gravelly Lake
Linwood Lane	Gravelly Lake		X			Last public access to Gravelly Lake
Lakeland Avenue	American Lake	X				Research land use issues.
Additional recommendations		**Yes**	**No**	**Comments**		
Develop a formal master site plan for each site designated for improvement, including signage and site management		X				
Maintain Wadsworth for public boat launchings		X				
Establish a formal lease policy (contract, fees, etc…)		X				
Use existing waterfront parks as "anchors" from which to expand through acquisition.		X		Infrastructure already in place to support public use		
Consider eminent domain to increase lakefront access.		X		Council has this option at all times		
City will work with neighbors to develop block watches at improved sites.		X				
Re-examine options after 5 years if adjoining property owners haven't leased or purchased designated sites.		X				
Pursue Public / Private partnerships to access Gravelly Lake		X				

TAB B

200802260001 3 PGS
02/26/2008 8:50am $44.00
PIERCE COUNTY, WASHINGTON

Name & Return Address:

Robert P. Crabill
6926 100st SW
Lakewood, WA 98499

Please print legibly or type information.

Document Title(s)	ORDER
Grantor(s)	Pierce County Planning Dept
___ Additional Names on Page ____ of Document	
Grantee(s)	Crabill, Robert P.
___ Additional Names on Page ____ of Document	
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)	Pt Lot 43 & 42, Lake Steilacoom Park
Complete Legal Description on Page ____ of Document	
Auditor's Reference Number(s)	
Assessor's Property Tax Parcel/Account Number(s)	

The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

_____
Signature of Requesting Party (Required for non-standard recordings only)

Gpcovst.doc rev 4/02

BOARD OF ADJUSTMENT WRITTEN ORDER NO. V7-66

WHEREAS, there was filed with the Pierce County Planning Department on February 7, 1966, application of Robert P. Crahill, M.D.

requesting a front yard variance of 25 ft. to permit an attached double-car carport to be situated with the leading edge of the roof on the front line of a lot abutting a minor county road in an RE 8.4 Residential Estates district

on property described as:

(LEGAL DESCRIPTION -- See Attach.-1)

and located 6926 - 100th St. SW, Tacoma, Washington

WHEREAS, a public hearing was held on February 28, 1966, and

WHEREAS, the Board of Adjustment made the findings that:

1. The impact of allowing the proposed addition to extend into the front yard is reduced because of its location at the end of the County road and because it is reasonably consistent with the rest of the front yards in the block;

2. While sufficient area is available on this site, existing yards make any other location of a carport unreasonable;

(FINDINGS continued on Attach.-1)

BE IT ORDERED BY THE PIERCE COUNTY BOARD OF ADJUSTMENT that said application be approved; and

BE IT FURTHER ORDERED that (if approved) said approval be subject to the following conditions:

BE ADVISED that an appeal from these findings may be filed within ten (10) days of the date of action.

Date of Action: February 28, 1966
Effective Date: March 10, 1966

Secretary of Board of Adjustment

Vice Chairman of Board of Adjustment

BOARD OF ADJUSTMENT WRITTEN ORDER NO. V7-66 Attach. -1

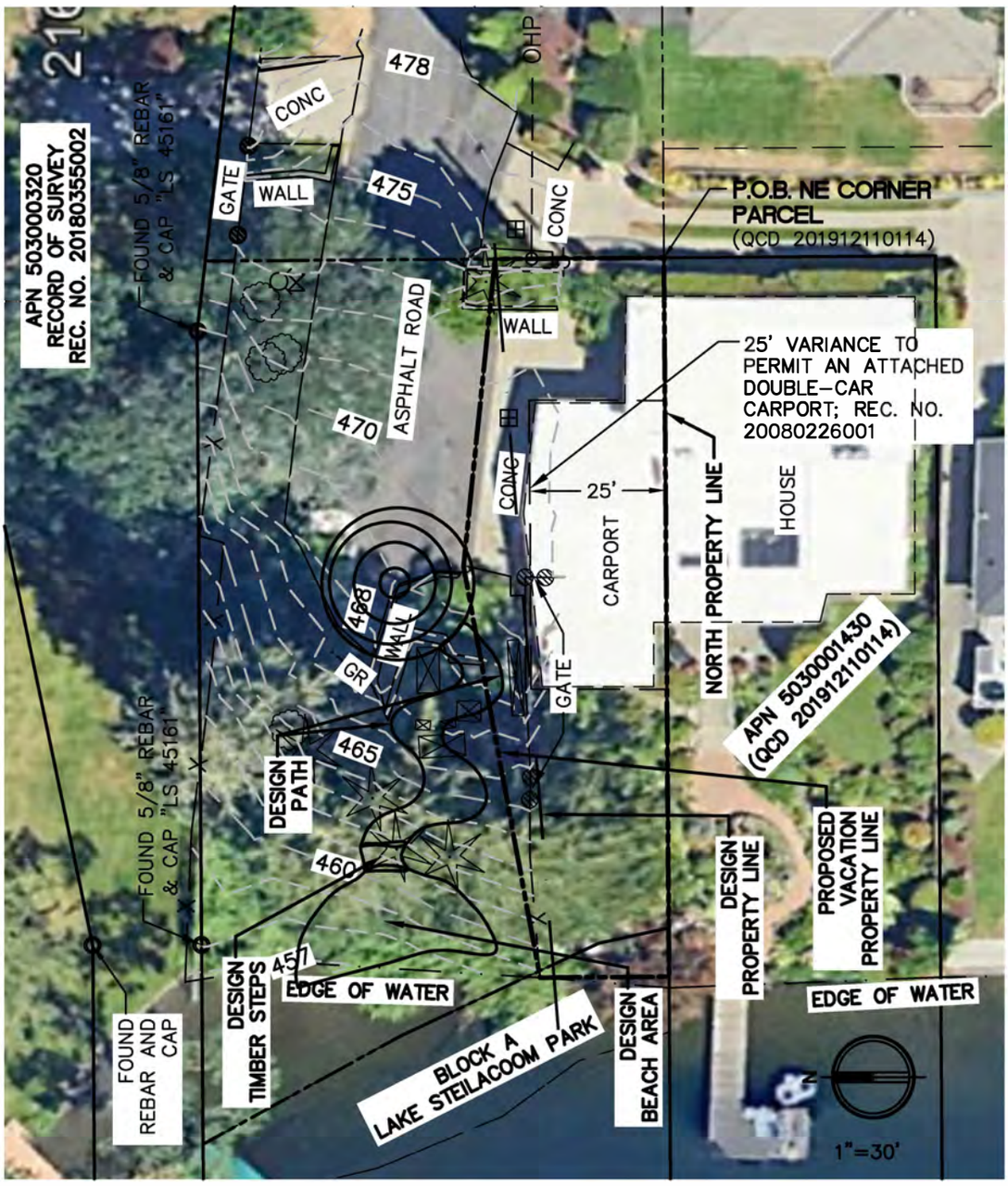
Legal Description

Lake Steilacoom Park: Part of L 43 B 7 ly Wly of a li drawn at R/A to S li of L 42 at a pt 400 ft. W of SE cor L 2 B 7, incl St vac; incl Blk A abutt incl shlds abutt

Findings (Continued)

3. Because of the lower elevation, the view of the lake now afforded to the neighbors to the east would not be impaired.

TAB C



LEGEND

	FOUND PROPERTY CORNER
	GATE POST
	PLANTER BOX
	UTILITY POWER POLE
	FIRE HYDRANT
	WATER METER
	WATER VALVE
CONC	CONCRETE PAD
GR	GUARD RAIL
	CONIFEROUS TREE
	DECIDUOUS TREE
—— OHP ——	OVERHEAD UTILITIES
—— X —— X ——	FENCE

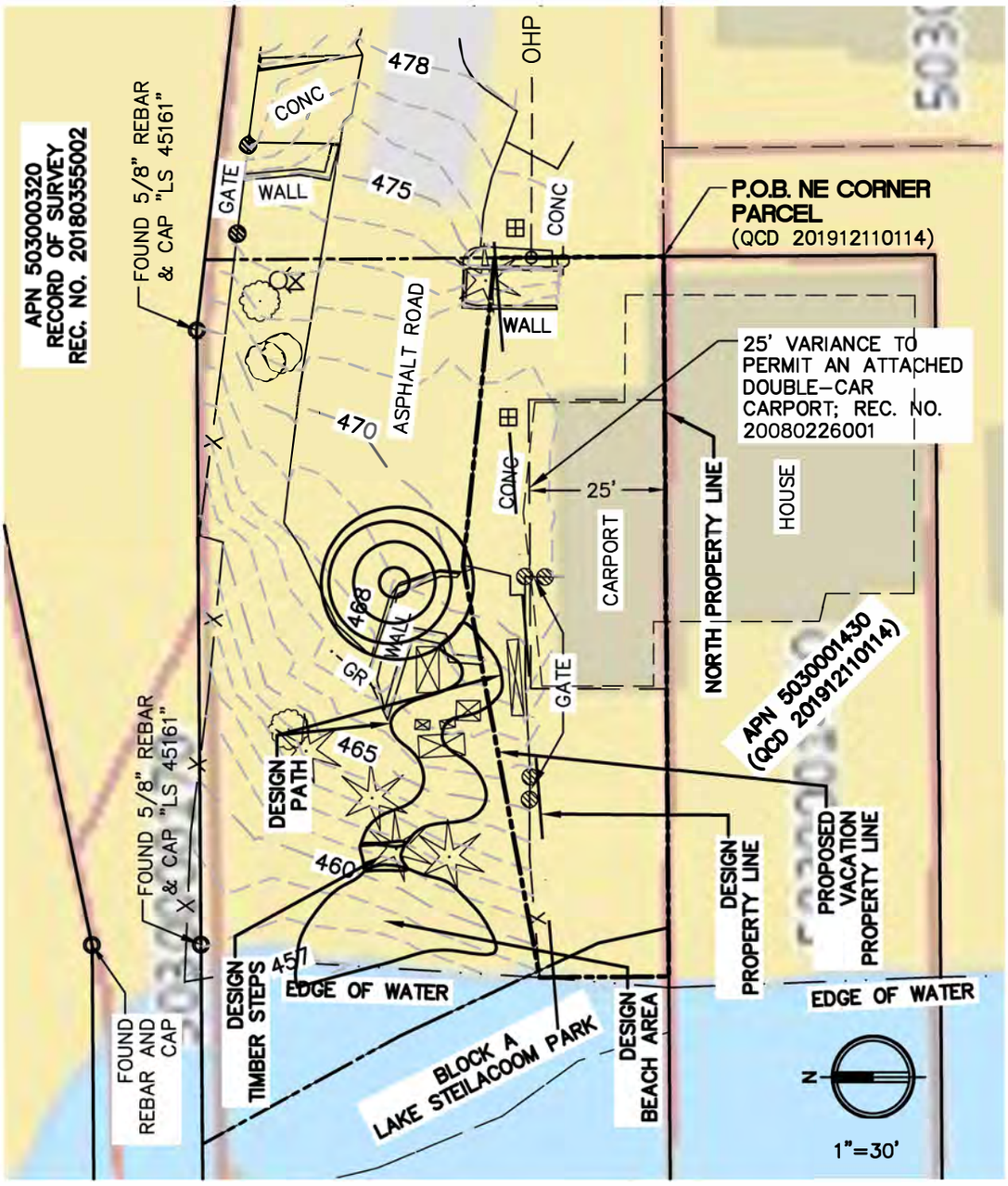
[TOPOGRAPHY SHOWN HEREON WAS PREFORMED MAY 2024]

JOB NO. 2240209.50
06/25/26
R.O.W. VACATION EXHIBIT
LEGAL BY: SR EXHIBIT BY: FS
NE 1/4, NE 1/4, S3, T19N, R2E
w: \sdskproj\2024\2240209\2240209 exhibits.dwg

AHBL
2215 North 30th Street,
Suite 200,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

TAB D



LEGEND

○	FOUND PROPERTY CORNER
⊘	GATE POST
⊠	PLANTER BOX
⊸	UTILITY POWER POLE
⊙	FIRE HYDRANT
⊞	WATER METER
⋈	WATER VALVE
CONC	CONCRETE PAD
GR	GUARD RAIL
✳	CONIFEROUS TREE
✿	DECIDUOUS TREE
—— OHP ——	OVERHEAD UTILITIES
—— X —— X ——	FENCE

[TOPOGRAPHY SHOWN HEREON WAS PREFORMED MAY 2024]

JOB NO. 2240209.50
06/25/26
R.O.W. VACATION EXHIBIT
LEGAL BY: SR EXHIBIT BY: FS
NE 1/4, NE 1/4, S3, T19N, R2E
w: \sdskproj\2024\2240209\2240209 exhibits.dwg

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EXHIBIT 1 | Petition and Submission Request

Know all men by these presents that The Lake Steilacoom Improvement Company, a corporation created and existing under and by virtue of the laws of Washington Territory now the State of Washington, are the owners of the following described property, to wit. The S.W. 1/4 of the N.W. 1/4 and the N.W. 1/4 of the S.W. 1/4 of Section 2 and Lots 1, 10 & 9 of Section 3 T. 19 N. R. 2 E. W.M. and have caused the same to be surveyed and platted and hereafter known as Lake Steilacoom Park Addn County Washington, as shown by this plat and hereby dedicate, aside for the public use forever all the streets, avenues, boulevards and alleys as herein indicated.

Witness our hands and seals this 20th day of February A.D. 1890.

In presence of

Robert E. Anderson

Will B. Somers

THE LAKE STEILACOOM IMPROVEMENT COMPANY

by Samuel C. Slaughter President

Attest Frank L. Crosby Secretary

Beg. N.E. Cor. Blk. 12 in Co. Plat of Lake Steilacoom Pk. Thence Ea. Along the No. Line of said Blk. 26 Ft., Thence Southwesterly to a point 16.1 Ft. East of Southwest Corner of Blk 12, And on the So. Line of Said Blk. Produced; Thence We on Said So. Line 16.1 Ft. to the Corner of said Blk.; Thence N. Ea. Line of Blk 12 to Pt. of Beg. Being a portion of Glover's in Said Plat. Recorded May 1892 Vol. 192 page 695 of Deeds L.T. Mc

That portion of Railroad Ave. from No. boundary of Alfaretta Ave. to So. boundary of Lake Steilacoom Ave. Vacated by Ord. No. 688 recorded in Vol. 689 of Deeds, Page 277

Vacated Dec. Cancelled Rec. 40 pg 582 Block 8 — Lake Steilacoom Park Plat dedicated 10/26 — Alley running North and South thru Block 8 — Lake Steilacoom Park Plat dedicated 10/26 — Vacated by Ord. No. 688 recorded in Vol. 689 of Deeds, Page 277

Alley vacated Vol. 40 pg 7.9 Com. Rec.

Alley vacated Vol. 40 pg 7.9 Com. Rec.

Vac. for Road Com. Rec. 11-4-06 142247

Alley Vac. 12-11-41 Com. Rec. 3487

For reference only, not for re-sale.

LAKE STEILACOOM PARK

Plat of Lake Steilacoom Park

Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M.

Auditor's File No. 175230. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175231. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175232. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175233. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175234. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175235. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175236. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175237. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175238. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175239. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175240. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175241. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175242. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175243. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175244. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175245. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175246. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175247. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175248. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175249. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175250. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175251. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175252. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175253. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175254. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175255. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175256. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175257. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175258. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175259. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175260. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175261. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175262. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175263. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175264. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175265. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175266. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175267. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175268. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175269. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175270. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175271. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175272. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175273. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175274. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175275. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175276. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175277. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175278. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175279. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175280. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175281. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175282. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175283. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175284. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175285. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175286. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175287. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175288. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175289. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175290. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175291. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175292. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175293. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175294. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175295. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175296. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175297. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175298. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175299. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175300. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175301. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175302. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175303. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175304. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175305. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175306. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175307. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175308. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175309. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175310. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175311. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175312. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175313. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175314. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175315. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175316. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175317. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175318. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175319. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175320. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175321. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175322. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175323. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175324. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175325. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175326. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175327. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175328. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175329. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175330. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175331. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175332. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175333. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175334. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175335. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175336. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175337. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175338. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175339. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175340. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175341. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175342. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175343. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175344. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175345. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175346. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175347. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175348. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175349. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175350. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175351. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175352. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175353. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175354. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175355. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175356. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175357. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175358. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175359. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175360. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175361. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175362. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175363. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175364. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175365. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175366. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175367. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175368. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175369. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175370. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175371. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175372. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175373. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175374. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175375. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175376. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175377. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175378. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No. 175379. Filed for record at the request of Lake Steilacoom Improvement Co. this 20th day of February A.D. 1890 at 15 minutes past 2 o'clock P.M. Recorded in Vol. 25 of Deeds, page 244 records of Pierce County, Wash.

Auditor's File No.

AMERICAN HOME APPRAISALS

7683 SE 27th Street, Suite 300
Mercer Island, WA 98040
Ph. 206-236-3037

September 16, 2026

Clinton Johnson
Sharlynn Gates
6926 100th St SW
Lakewood WA 98499

Dear Mr. Johnson and Ms. Gates,

In accordance with your request, we have completed an appraisal to determine the fair market value of a hypothetical 4,246sf section of 100th St SW, a dedicated right-of-way proposed for vacation along Steilacoom Lake.

The purpose of this appraisal is to develop an opinion of the defined value of the hypothetical subject property, as vacant. The property rights appraised are the fee simple interest in the hypothetical site.

In our opinion, the defined fee simple value of the hypothetical subject property as of September 11, 2026 is $34,000.

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Sincerely,

David Connelly

Richard Hagar, SRA

Land Appraisal Report

File No. 26-4473a

PURPOSE

The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.

Client Name/Intended User Clinton Johnson & Sharlynn Gates E-mail cpjlakewood@hotmail.com

Client Address 6926 100th St SW City Lakewood State WA Zip 98499

Additional Intended User(s) The intended user of this report is the client listed above, any court of competent jurisdiction, and no other.

Intended Use The intended use of this appraisal is to determine current Market Value of a dedicated public right-of-way proposed for vacation. No other use is intended or authorized by the appraiser.

SUBJECT

Property Address 69xx 100th St SW City Lakewood State WA Zip 98499

Owner of Public Record City of Lakewood County Pierce

Legal Description See Attached Addendum

Assessor's Parcel # None Tax Year 2026 R.E. Taxes $ Undetermined

Neighborhood Name Steilacoom Lake Map Reference TB 832H3 Census Tract 719.02

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

SALES HISTORY

My research [ ] did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Prior Sale/Transfer: Date Price Source(s) Pierce Co. and MLS

Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) There have been no sales or transfer of interest in the previous three years per NWMLS and King County public records for the Subject. There have be no prior sales in past 3 years for the comparable sales unless noted.

Offerings, options and contracts as of the effective date of the appraisal No offerings, options and or contracts were noted or were brought to the attention of the appraiser as of the effective date of this appraisal.

NEIGHBORHOOD

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[ ] Stable	[X] Declining	PRICE $(000)	AGE (yrs)	One-Unit	60 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply			2-4 Unit	10 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[X] Under 3 mths	[ ] 3-6 mths	[ ] Over 6 mths	40 Low	0	Multi-Family	10 %
Neighborhood Boundaries	Neighborhood is bordered by Chamber Creek to the north, Interstate 5 to the east, American Lake to the south and Puget Sound to the west.							3,700 High	126	Commercial	15 %
								503 Pred.	50	Other pub	5 %

Neighborhood Description See Attached Addendum

Market Conditions (including support for the above conclusions) See Attached Addendum

SITE

Dimensions See Attached Survey Map Area 4,246sf Shape Irregular View 23.74 front feet

Specific Zoning Classification Resdental 3 Zoning Description See Attached Addendum

Zoning Compliance [ ] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [X] Illegal (describe) See Addendum

Highest and best use of the subject property See Addendum for comments on Highest and Best use.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley none	[ ]	[ ]

FEMA Special Flood Hazard Area [X] Yes [ ] No FEMA Flood Zone AE FEMA Map # 53053C0292E FEMA Map Date 3/7/2017

Site Comments See Attached Addendum

MARKET DATA ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	69xx 100th St SW Lakewood, WA 98499	9101 Gramercy Pl SW Lakewood WA 98498		11113 Lk Steilacoom Dr SW Lakewood WA 98498		11623 Madera Gardens Dr SW Lakewood WA 98499	
Proximity to subject		0.77 miles NW		0.62 miles SW		1.03 miles SE	
Sales Price	$		$ 300,000		$ 370,000		$ 579,000
Price $ /	0		39		22		31
Data Source	Client,Inspection	MLS #1962561/Pierce Co		MLS #2180014/ Pierce Co		MLS #2305787/ Pierce Co	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
		7/2024 clsd	9,200	2/2024 Clsd	8,200	12/2024 Clsd	1,725
Location	Lakewood	Lakewood		Lakewood		Lakewood	
Site/View	4,246sf	7597sf	-67	16,553sf	-246	18,916sf	-293
Lake Frontage	23.74ft	16ft Easement	2,240	88ft/Med bank	-18,500	103ff/Med Bank	-22,900
Amenities	Bulkhead	Dock	-0-	Dock	-0-	None	
Buildable	No	Yes	-270,000	Yes	-330,000	Yes	-521,000
Zoning	R3 City Lakewood	R3 City Lakewd		R2 City Lakewd		R2 City Lakewd	
Sales or Financing Concessions	n/a n/a	NoneNoted Cash		NoneNoted Private		NoneNoted Cash	
Net Adj. (Total)		[ ] + [X] -	$ 258,627	[ ] + [X] -	$ 340,546	[ ] + [X] -	$ 542,468
Indicated Value of Subject		Net Adj. -86.2% Gross Adj. 93.8%	$ 41,373	Net Adj. -92.0% Gross Adj. 96.5%	$ 29,454	Net Adj. -93.7% Gross Adj. 94.3%	$ 36,532

Summary of Sales Comparrison Approach See Attached Addendum

RECONCILIATION

Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report as of September 11, 2026 **, which is the effective date of this appraisal, is:**

[X] **Single point $** 34,000 [ ] **Range $** _____ **to $** _____ [ ] **Greater than** [ ] **Less than $** _____

This appraisal is made [ ] "as is," [X] subject to the following: See Scope of Work for Conditions of Value

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(gPAR™) General Purpose Appraisal Report 09/2016
GPARLAND_16 09232016

Land Appraisal Report

File No. 26-4473a

MARKET DATA ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	69xx 100th St SW Lakewood, WA 98499	9349 Dekoven Dr SW Lakewood WA 98499		11220 W Morris Blvd/PN495020026(Steilacoom, WA 98388		100th St S / P/N 0319042065 Tacoma WA 98444	
Proximity to subject		0.47 miles NE		5.00 miles SW		4.29 miles NE	
Sales Price	$		$ 150,000		$ 24,000		$ 3,500
Price $ /	0		18		1		2
Data Source	Client,Inspection	MLS #2442971 / Pierce Co		MLS #2045276/Pierce Co		Pierce Co Records	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
		2/2026 Clsd	1,500	3/2023 Clsd	735	9/2022 clsd	32
Location	Lakewood	Lakewood		Ketron Island		Lakewood	
Site/View	4,246sf	8,187sf	-79	17,010sf	-30	1,742sf	50
Lake Frontage	23.74ft	None	30,000	High Bnk/Sound	-0-	None	30,000
Amenities	Bulkhead	None		None	-0-	None	-0-
Buildable	No	Yes	-135,000	No	-0-	No	-0-
Zoning	R3 City Lakewood	R4 City Lakewd		R10 Pierce Co		NMSF Tacoma	
Sales or Financing Concessions	n/a n/a	NoneNoted Cash		NoneNoted Cash		NoneNoted Cash	
Net Adj. (Total)		☐ + ☒ -	$ 103,579	☒ + ☐ -	$ 705	☒ + ☐ -	$ 30,082
Indicated Value of Subject		Net Adj. -69.1% Gross Adj. 111.1%	$ 46,421	Net Adj. 2.9% Gross Adj. 3.2%	$ 24,705	Net Adj. 859.5% Gross Adj. 859.5%	$ 33,582

Summary of Sales Comparrison Approach See Attached Addendum

MARKET DATA ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 7		COMPARABLE NO. 8		COMPARABLE NO. 9	
Address	69xx 100th St SW Lakewood, WA 98499	98th St SW / P/N 7755000300 Lakewood WA 98499		Emerson St / P/N 7737000220 Fircrest WA 98466		2302 Oak Dr / PN2995200320 Steilacoom, WA 98388	
Proximity to subject		1.83 miles NW		3.97 miles NE		2.86 miles SW	
Sales Price	$		$ 735		$ 545		$ 4,000
Price $ /	0		1		1		5
Data Source	Client,Inspection	Pierce Co Records		Pierce Co Records		Pierce Co Records	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
		9/2023 Clsd	38	9/2023 Clsd	28	2/2025 Clsd	-31
Location	Lakewood	Lakewood		Lakewood		Steilacoom	
Site/View	4,246sf	750sf	70	757sf	70	855sf	68
Lake Frontage	23.74ft	None	30,000	Creek-GrnBlt	30,000	GrnBlt-Marsh	30,000
Amenities	Bulkhead	None	-0-	None	-0-	None	-0-
Buildable	No	No	-0-	No	-0-	No	-0-
Zoning	R3 City Lakewood	Re City Lakewd		R4 City Fircrest		R9.6 Steilacoom	
Sales or Financing Concessions	n/a n/a	NoneNoted Cash		NoneNoted Cash		NoneNoted Cash	
Net Adj. (Total)		☒ + ☐ -	$ 30,108	☒ + ☐ -	$ 30,098	☒ + ☐ -	$ 30,037
Indicated Value of Subject		Net Adj. 4096.3% Gross Adj. 4096.3%	$ 30,843	Net Adj. 5522.6% Gross Adj. 5522.6%	$ 30,643	Net Adj. 750.9% Gross Adj. 752.5%	$ 34,037

Summary of Sales Comparrison Approach See Addendum for comments

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Land Appraisal Report

File No. 26-4473a

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as " the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.

4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.

5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.

6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.

7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.

8. This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

10. The hypothetical site was visited and visually inspected February 16, 2026

11. The appraisal makes the following extraordinary assumptions:

a. That as the subject property is a hypothetical proposed site and no Pierce County recorded legal description exists, therefore the survey and legal description provided by the client credibly describes the dedicated public right-of-way proposed for vacation.

b. That the dedicated public right-of-way proposed for vacation is 4,246sf in size and includes 23.74 feet along Steilacoom Lake.

c. That the dedicated public right-of-way proposed for vacation is currently impacted by a perpetual easement granted to the southerly congruent property by Pierce County in 1966.

d. That based on the subjects physical size, waterfrontage and shape, it is considered a nonbuildable lot due to shoreline protections, critical areas and required building setbacks for any development in a R3 City of Lakewood zoned area.

e. That the section of 100th St SW directly to the north of the subject property remains an open to the public and available for access to Lake Steilacoom.

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Land Appraisal Report

File No. 26-4473a

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.

4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.

9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

As of the date of this report, Richard Hagar, SRA has completed the requirements of the continuing education program of the Appraisal Institute. By signing this report, We certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Additional Certifications:

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
As per USPAP, we fully dusclose that we have personally previously provided appraisal services for this property within the past 3 years. We originally completed a prior market study to establish an contributory value of the subject property to the client's property.

Definition of Value: [X] **Market Value** [ ] **Other Value:**

Source of Definition: Washington Pattern Instruction 150.08 definition of fair market

Fair market value means the amount in cash that a well-informed buyer, willing but not obligated to buy the property, would pay, and that a well-informed seller, willing but not obligated to sell it, would accept, taking into consideration all uses to which the property is adapted or may be reasonably adaptable.

ADDRESS OF THE PROPERTY APPRAISED:
69xx 100th St SW
Lakewood, WA 98499
EFFECTIVE DATE OF THE APPRAISAL: September 11, 2026
APPRAISED VALUE OF THE SUBJECT PROPERTY $ 34,000

APPRAISER

Signature: David R Connelly
Name: David Connelly
Company Name: American Home Appraisals
Company Address: 7683 SE 27th St, #300
Mercer Island, WA 98040
Telephone Number: 206-236-3037
Email Address: david@AmericanAppraisals.com
State Certification # 1700766
or License #
or Other (describe): State #:
State: WA
Expiration Date of Certification or License: 11/17/2026
Date of Signature and Report: 09/16/2026
Date of Property Viewing: 2/16/2026
Degree of property viewing:
[X] Did personally view [ ] Did not personally view

SUPERVISORY APPRAISER

Signature: Richard Hagar
Name: Richard Hagar, SRA
Company Name: American Home Appraisals
Company Address: 7683 SE 27th St, #300
Mercer Island, WA 98040
Telephone Number: 206-236-3037
Email Address: RH@AmericanAppraisals.com
State Certification # 1700454
or License #
State: WA
Expiration Date of Certification or License: 8/1/2027
Date of Signature: 9/16/2026
Date of Property Viewing:
Degree of property viewing:
[ ] Did personally view [X] Did not personally view

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LOCATION MAP

Client: Clinton Johnson & Sharlynn Gates	File No.: 26-4473a	
Property Address: 69xx 100th St SW	Case No.:	
City: Lakewood	State: WA	Zip: 98499



69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates

APPRAISAL ADDENDUM

INTENED USE

The intended use of this appraisal is to determine current See Simple Market Value of a 4,246sf dedicated public right-of-way parcel along the south side of 100th St SW with 23.74 feet along Steilacoom Lake proposed for vacation.

EXTRAORDINARY ASSUMPTIONS:

1. The hypothetical site was visited and visually inspected February 16, 2026
2. The appraisal makes the following extraordinary assumptions:
    a. That as the subject property is a hypothetical proposed site and no Pierce County recorded legal description exists, therefore the survey and legal description provided by the client credibly describes the dedicated public right-of-way proposed for vacation.
    b. That the dedicated public right-of-way proposed for vacation is 4,246sf in size and includes 23.74 feet along Steilacoom Lake.
    c. That the dedicated public right-of-way proposed for vacation is currently impacted by a perpetual easement granted to the southerly congruent property (PN 5030001430) by Pierce County in 1966.
    d. That based on the subject's physical size, waterfrontage and shape, it is considered a nonbuildable lot due to existing shoreline protections, critical areas and required building setbacks for any development within a R3 City of Lakewood zoned area.
    e. That the section of 100th St SW directly to the north of the subject property remains an open to the public and available for access to Lake Steilacoom.

69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates

PROPOSED LEGAL DESCRIPTION

The proposed *Legal Description and Survey* below were provided by the client. Survey was completed by AHBL describes the hypothetical proposed dedicated right-a-way parcel north of the client's property.

EXHIBIT "A"

(RIGHT-OF-WAY VACATION DESCRIPTION)

THAT PORTION OF 100TH STREET SW (KNOWN AS LAKE STEILACOOM AVE AS SHOWN ON "LAKE STEILACOOM PARK" PLAT, RECORDED UNDER VOLUME 4, PAGE 103, RECORDS OF PIERCE COUNTY, WASHINGTON), LYING WEST OF DEKOVEN DRIVE SW (KNOWN AS PARK BOULEVARD OF SAID PLAT) AND EAST OF STEILACOOM LAKE; BEING A PORTION OF THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER, OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON; SAID BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL DESCRIBED IN A QUIT CLAIM DEED RECORDED UNDER RECORDING 201912110114 (TAX PARCEL NUMBER 5030001430) RECORDS OF SAID COUNTY, ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 100TH ST SW;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL, SOUTH 89° 35' 19" WEST, 132.35 FEET TO A POINT AT THE EDGE OF WATER AS LOCATED IN MAY 2024 ;
THENCE NORTHWESTERLY ALONG SAID EDGE OF WATER LINE, NORTH 00° 24' 41" WEST, 23.74 FEET;
THENCE LEAVING SAID EDGE OF WATER AND NORTHEASTERLY NORTH 79° 27' 17" EAST, 76.97 FEET
THENCE SOUTH 84° 08' 41" EAST, 56.92 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF AFORESAID PARCEL;
THENCE SOUTHERLY ALONG SAID EXTENSION AND SAID EAST LINE OF AFORESAID PARCEL, SOUTH 00° 24' 41" EAST, 31.07 FEET TO THE **POINT OF BEGINNING**.

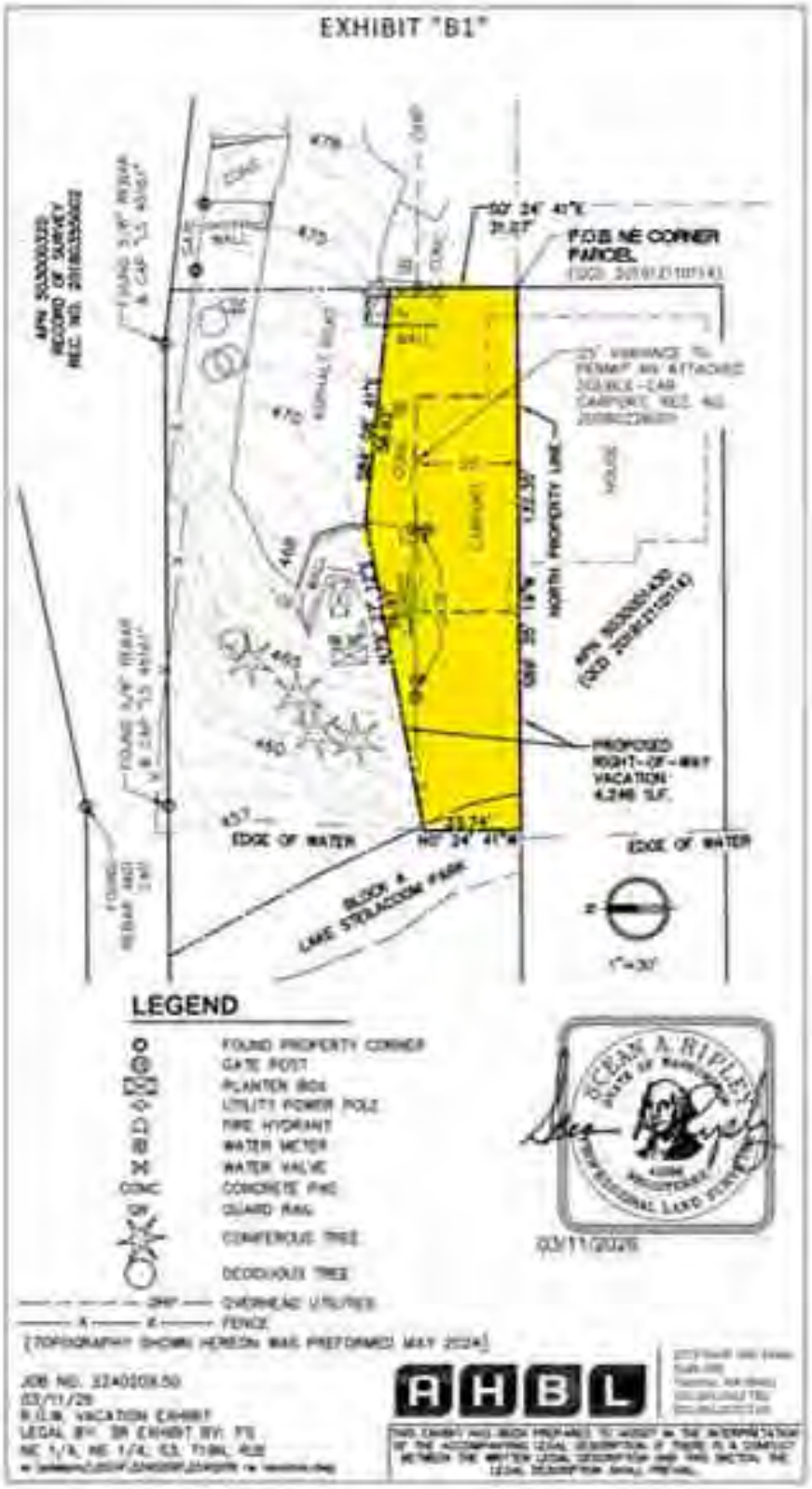
CONTAINING 4,246 SQUARE FEET, OR 0.10 ACRES MORE OR LESS.



03/11/2026

69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates



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SUBJECT PHOTOS

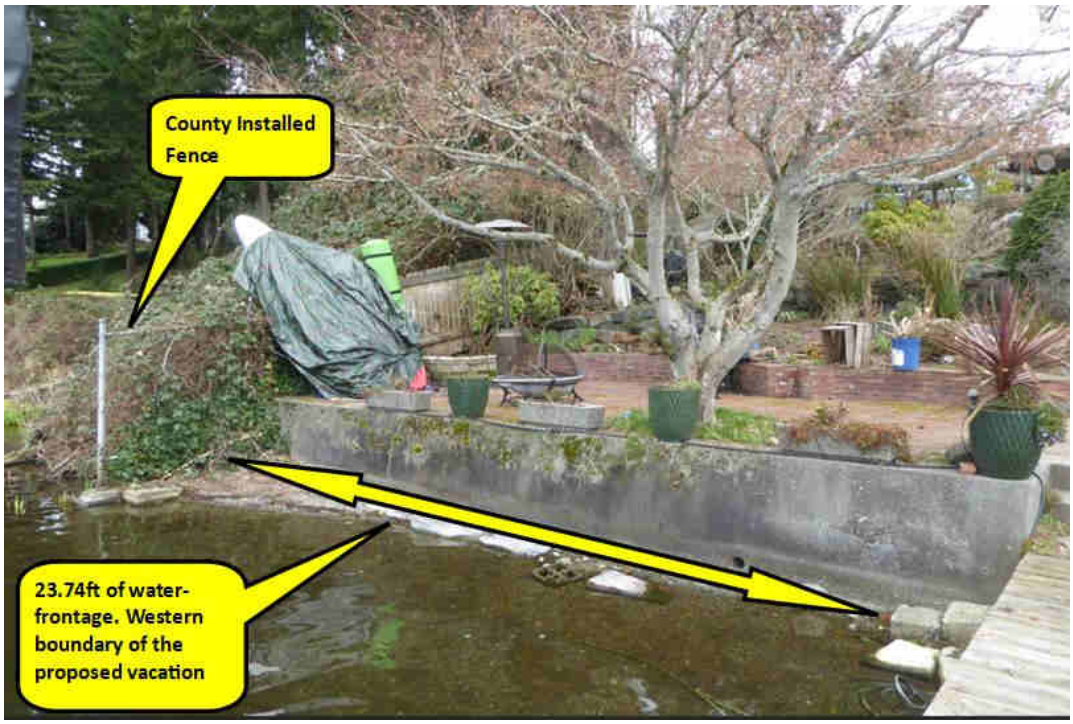




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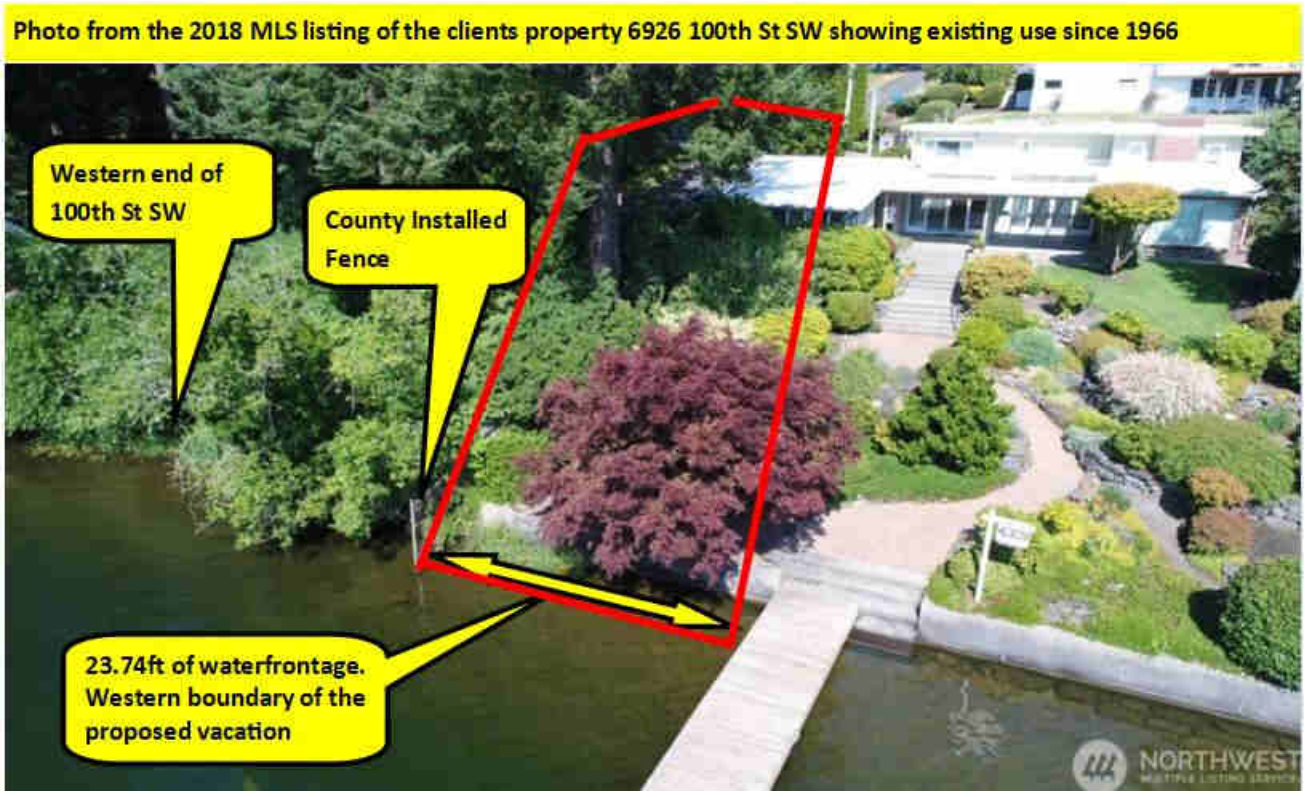
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NEIGHBORHOOD DESCRIPTION

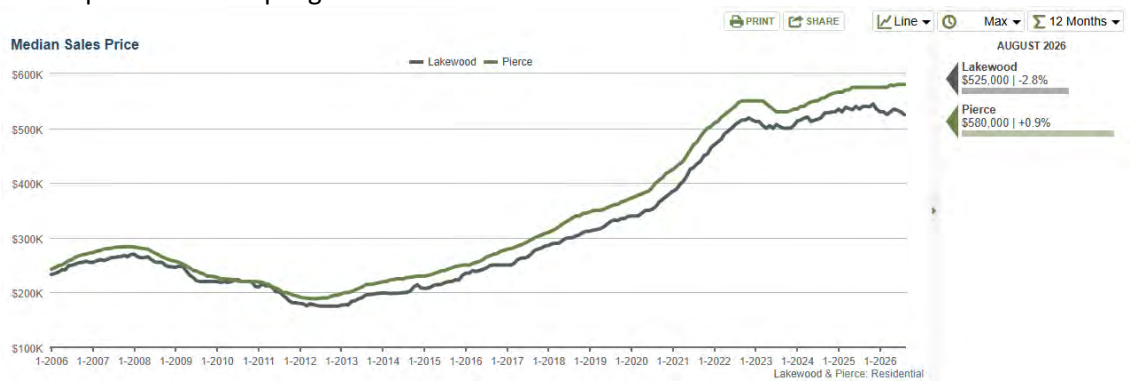
The subject is located along the eastern shoreline of Steilacoom Lake in the Clinton Park community. Clinton Park is located along the east side of Steilacoom Lake in the City of Lakewood, Pierce County. Lakewood is located just north of Joint Base Lewis-McChord and 8-10 miles south of Tacoma in Pierce County Washington. Per the City of Lakewood, Lakewood is the second largest city in Pierce County and the eighteenth largest in the state of Washington. Lakewood incorporated in 1996 has about 64,600 residents, over 3,000 businesses, and is centrally located between the ports of Tacoma, Olympia and Seattle. Lakewood also is the host community to Joint Base Lewis-McChord and Camp Murray, two major military installations. Location is convenient to support services; desired suburban, commercial and shopping activities are all within 3 miles. Professional office, commercial buildings, higher density condominium and apartment uses increase as the neighborhood transverses to the northwest toward Lakewood Mall. All levels of the Clover Park School district serve the subject location. Lakewood is a convenient central location 10 minutes from downtown Tacoma, 30 minutes from Olympia and less than an hour to Seattle. Bus and commuter rail service are available, and Lakewood is in close proximity to I-5, SR-512, US Hwy 99, and Joint Base Lewis-McChord.

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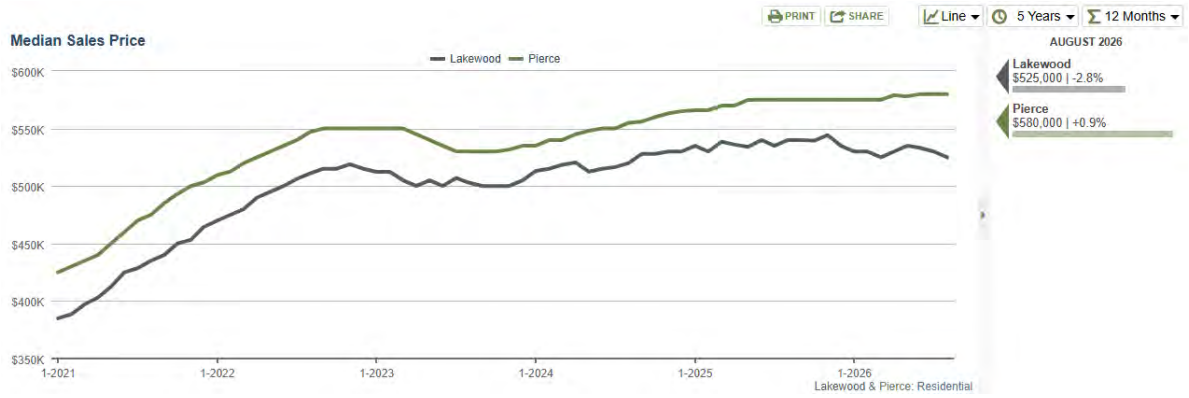
Client: Clinton Johnson & Sharlynn Gates

MARKET CONDITIONS

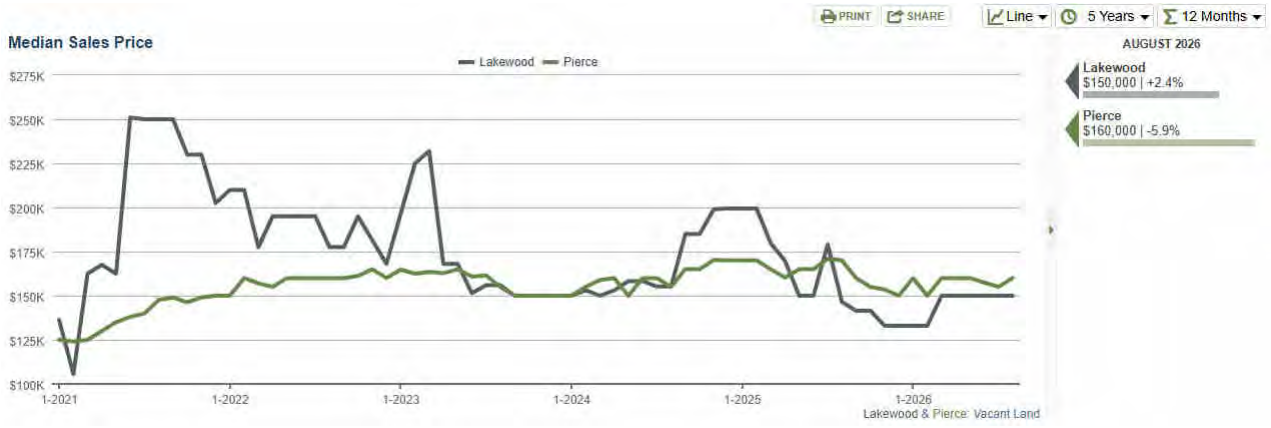
Median residential sale prices for properties in Lakewood and Pierce County were analyzed from 2006 to 2026. Market trends indicate that Median sale prices for single family properties steadily increased from 2012 into 2022 before the Covid pandemic slowed the market for 2023. Sale prices have generally stabilized over the past 3 years as compared to the rapid growth from 2012.



Reviewing the monthly changes over the past 5 years supports continued volitivity to minimal upward trends in Pierce County. The City of Lakewood has shown more fluctuations as interest rates have risen and unemployment levels have increased, year over year values for August indicate the housing market is down 2.8%.



The subject is a hypothetical vacant parcel, as such median sale prices for vacant land was reviewed on a moving 12-month average.



Reviewing vacant land sales on a moving 12-month average, indicates land values are up slightly 2.4% over the past 12 months. Based on monthly prices over the past 3 months page 1 of the appraisal form has been marked as decreasing.

Sales data over the prior 12 months in the City of Lakewood indicate there were 516 single family residential sales. Of those selling, 57.54% sold within 30 days with a median listing to selling price ratio of 100.00%, an additional 17.46% sold within 60 days. The median single family residential sale price over the same 12 months was $505,000 for a 1,684sf dwelling and the average sale price was $548,131 for a 1,900sf dwelling. List prices have ranged from $40,000 to $3,699,990. Sale prices ranged from $40,000 to $2,025,200. The average CDOM[1] is 59 and the median CDOM is 31 days. Inventory levels were less than 2 months. Less than 3 months of inventory trends toward an unbalanced market that typically places increasing pressure on prices.

The subject is a hypothetical vacant land parcel. Over the past 12 months in Lakewood there were only 6 MLS marketed land sales and currently only 11 active listings. Sales ranged between 120,000 and $175,000 and had an average marketing time of 211days.

Estimated Exposure Time

Although traditional residential properties are expected to have had a 30 - 270 day exposure time, based on the average marketing time of vacant land being 211 days. This is the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale, plus the escrow closing time, at market value on the effective date of the appraisal. The subject is an atypical nonbuildable residential site, as such it would be expected to have an extended exposure time due to the smaller number of potential buyers seeking a similar property, inability to obtain financing (cash buyer), and existing easement use impacting the site.

Estimated Marketing Time

Marketing time is estimated to be 30-270 days for the subject. This is the marketing time considered to take place going forward from the appraisal date in order to achieve the appraised value. Although there is a low supply of competing listings, current market conditions and rising interest rates. 120-365 days is a reasonable time to find a buyer for this property. Closing through escrow would take another ~30-60 days, assuming title is clear and the property is unencumbered.

[1] *Per the NWMLS: The CDOM (Cumulative Days on Market) field on listings is designed to show a true and accurate representation of the market time for a property. Matrix will auto-calculate the CDOM field when the listing is submitted by the listing broker. Days on Market (DOM): The number of days from the "List Date" (the date chosen by the listing firm and seller in the listing agreement that the property will be submitted to NWMLS as an Active listing) to the "off market" date (pending date, expired date, or inactive date) of the individual listing. Previous DOM: CDOM adds the Days on Market (DOM) of any previous listings of the same property if they have gone "off market" (Cancelled or Expired) within the last 90 days. If the property is sold and is listed by the new owner, the previous listing will not be included the CDOM calculation, even if it is relisted within 90 days*

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SITE:

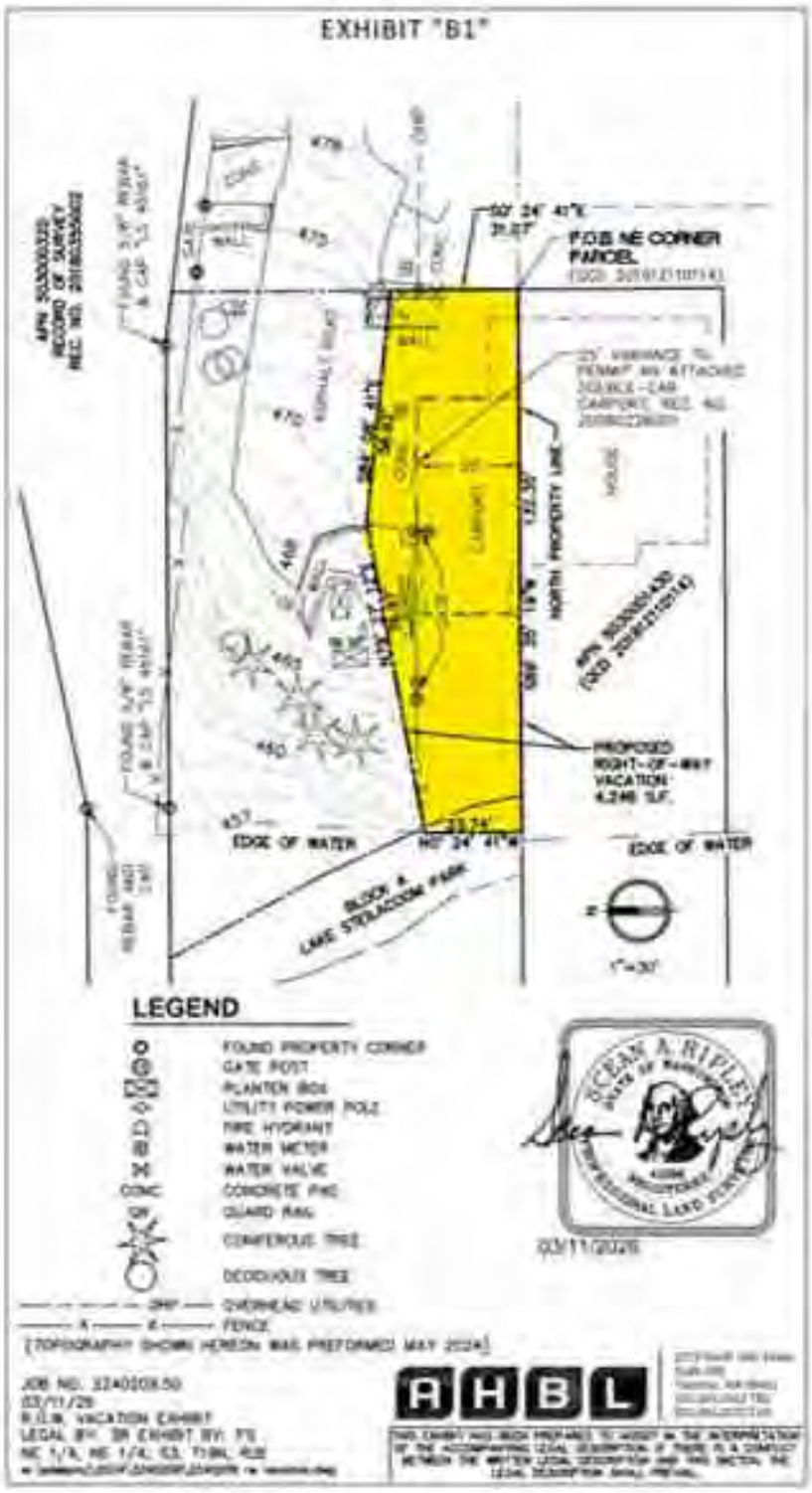
The proposed subject lot is 4,246sf dedicated public right-of-way parcel with 23.74 feet along Steilacoom Lake proposed for vacation.

The site gently slopes downward toward Steilacoom Lake. As the proposed parcel is a vacated section of 100th St SW, there is not a Pierce County assigned parcel number, legal description or property description.

Ingress/egress is via 100th St SW a public asphalt paved dead end street.

As of September 2026, the proposed parcel is extensively encumbered by the residential property to the south (6926 100th St SW / TP 503000-143-0).

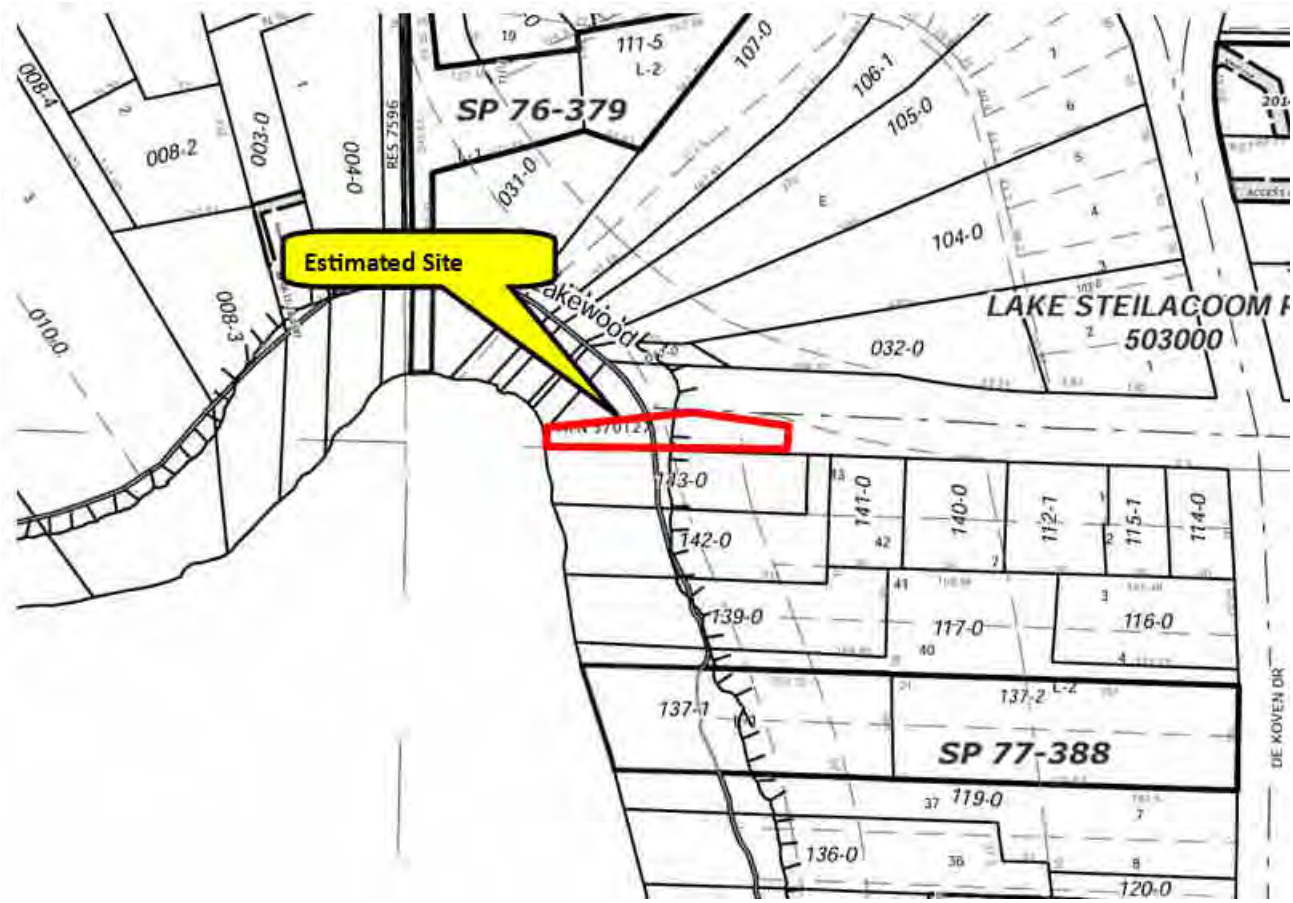
Pierce County granted a perpetual easement to the proposed site area in 1966. Easement allowed for the double carport to be constructed along the northern side of the improvements. The carport and portions of the dwelling are noted in the attached survey, additionally walkways and a concrete bulkhead have been located on the parcel for over the last 60 years.



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Pierce County Assessor On-line Map

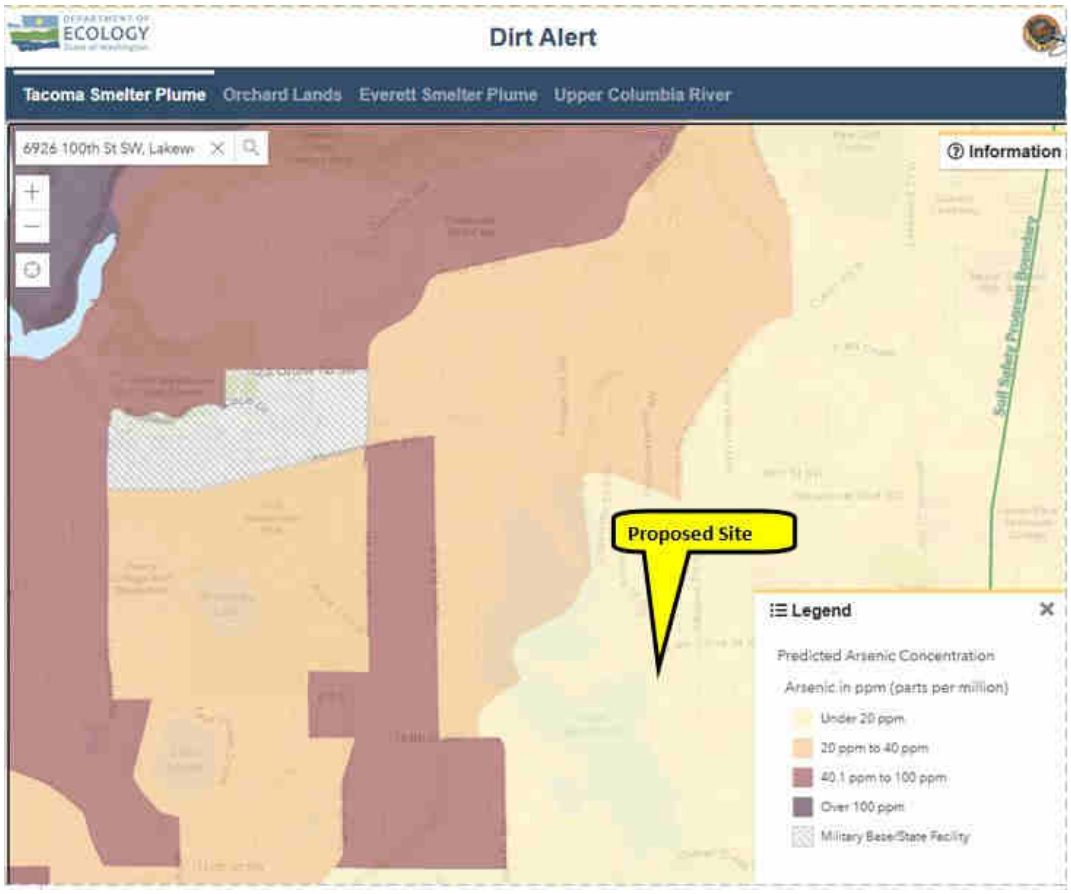


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ENVIRONMENTAL HAZARDS

Per Pierce County and the *Washington State Department of Ecology*, the subject is located just outside the higher contamination mapped areas to the west. The subject is located in a under 20 ppm estimated arsenic concentration soil area associated with the old Asarco Company in Tacoma. For almost 100 years, the Asarco Company operated a copper smelter in Tacoma. Air pollution from the smelter settled on the surface soil over more than 1,000 square miles of the Puget Sound basin. Arsenic, Lead, and other heavy metals are still in the soil as a result of this pollution. Per the Department of Ecology Arsenic and Lead can harm your health. You can be exposed by accidentally ingesting or inhaling contaminated soil. Children are especially at risk because they put dirty hands and toys in their mouths, and because their small bodies are still growing and developing. Washington State Department of Ecology has designated areas, per their on-line map, as to the levels of Arsenic and Lead. This has allowed the housing market/consumer additional information to consider when purchasing a residential property located within a designated area.



Appraiser makes the assumption that client is aware of location and exposure levels. All comparable sales have similar ppm levels.

State disclosure law, **Chapter 64.06 RCW**, or "Form 17," asks if the seller knows of any soil contamination. You can get this form from your real estate broker. If you have questions about filling it out, you should seek legal advice. A buyer cannot waive the right to Form 17 if the answer to any of the questions in the "Environment" section are "yes.

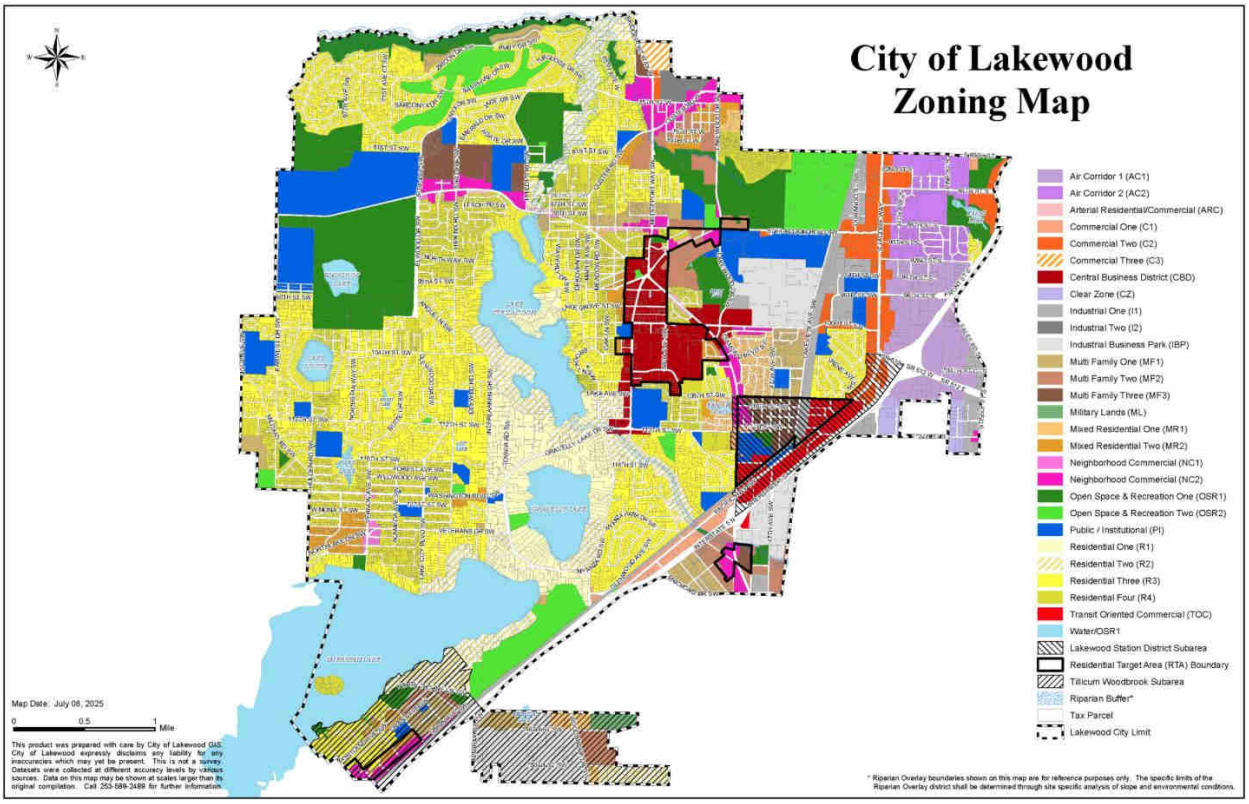
More information may be obtained at:
http://www.ecy.wa.gov/programs/tcp/sites_brochure/tacoma_smelter/2011/ts-hp.htm

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ZONING:

The subject site was originally platted and recorded in 1890. The subject is currently located in the City of Lakewood, Pierce County and is zoned R3.



Per City of Lakewood MC 18A.60.030 **Residential 3**

	R3
Density (units per acre)	4.8 DUA
Minimum Unit Density (units per lot) (B)(1)	2
Lot size	7,500 GSF
Building coverage (B)(2)	45%
Impervious surface	60%
Front yard/street setback	10 feet
Garage/carport setback	20 feet
Principal arterial and state highway setback	25 feet

Rear yard setback without an alley	10 feet
Rear yard setback with an alley (B)(3)	0 feet
Interior setback	Attached: 0 feet
	Detached: 5 feet
Building height	35 feet

B. *Specific Development Conditions.*

1. *Middle Housing.* For all Residential (R) zoning districts, a minimum of two (2) housing units per lot (excluding accessory dwelling units) are allowed on all lots that meet minimum lot size requirements and do not include critical areas or their buffers, or four (4) housing units per lot where additional affordable units are provided according to Chapter 18A.90 LMC or additional units are permitted in locations close to a major transit stop, as defined in RCW 36.70A.030(25) or its successor, under Chapter 18A.50 LMC, Article IV.

a. To qualify for additional units, an applicant shall commit to renting or selling the required number of units as affordable housing and meeting the standards below.

b. Dwelling units that qualify as affordable housing shall have costs, including utilities other than telephone, that do not exceed thirty (30) percent of the monthly income of a household whose income does not exceed the following percentages of median household income adjusted for household size, for the county where the household is located, as reported by the United States Department of Housing and Urban Development:

i. Rental housing: sixty (60) percent.

ii. Owner-occupied housing: eighty (80) percent.

c. The units shall be maintained as affordable for a term of at least fifty (50) years in accordance with RCW 36.70A.635(2)(a), and the property shall satisfy that commitment and all required affordability and income eligibility condition.

d. The applicant shall record a covenant or deed restriction that ensures the continuing rental or ownership of units subject to these affordability requirements consistent with the conditions in Chapter 84.14 RCW for a period of no less than fifty (50) years.

e. The covenant or deed restriction shall address criteria and policies to maintain public benefit if the property is converted to a use other than that which continues to provide for permanently affordable housing.

f. The units dedicated as affordable housing shall:

i. Be provided in a range of sizes comparable to other units in the development.

ii. The number of bedrooms in affordable units shall be in the same proportion as the number of bedrooms in units within the entire development.

iii. Generally, be distributed throughout the development and have substantially the same functionality as the other units in the development.

g. Minimum and maximum numbers of dwelling units per structure for middle housing are invalid, except as provided by the definitions of middle housing typologies.

h. An applicant may also apply the Multifamily Tax Exemption (MFTE) program to its affordable dwelling units, provided the units qualify in accordance with Chapter 3.64 LMC.

2. The maximum lot coverage is as follows:

a. For lots with a unit density of six (6): fifty-five (55) percent.

b. For lots with a unit density of four (4) or five (5): fifty (50) percent.

c. For lots with a unit density of three (3) or less: forty-five (45) percent.

d. Unless the City has a different pre-existing approach to measuring lot coverage, lot coverage is measured as follows: the total area of a lot covered by buildings or structures divided by the total amount of site area minus any required or planned dedication of public rights-of-way and/or designation of private rights-of-way. Lot coverage does not include building overhangs such as roof eaves, bay windows, or balconies and it does not include paved surfaces.

3. The minimum setback for a rear alley is zero (0) feet. It is three (3) feet for a garage door where it is accessed from the alley.

4. No hard surface areas shall be allowed within the dripline of a significant tree to the maximum extent possible, subject to the tree preservation regulations of Chapter 18A.70 LMC, Article III.

5. The process used for reviewing compliance with middle housing design standards shall be administrative review as described under Chapter 18A.20 LMC.

C. *Tree Preservation Incentives.*

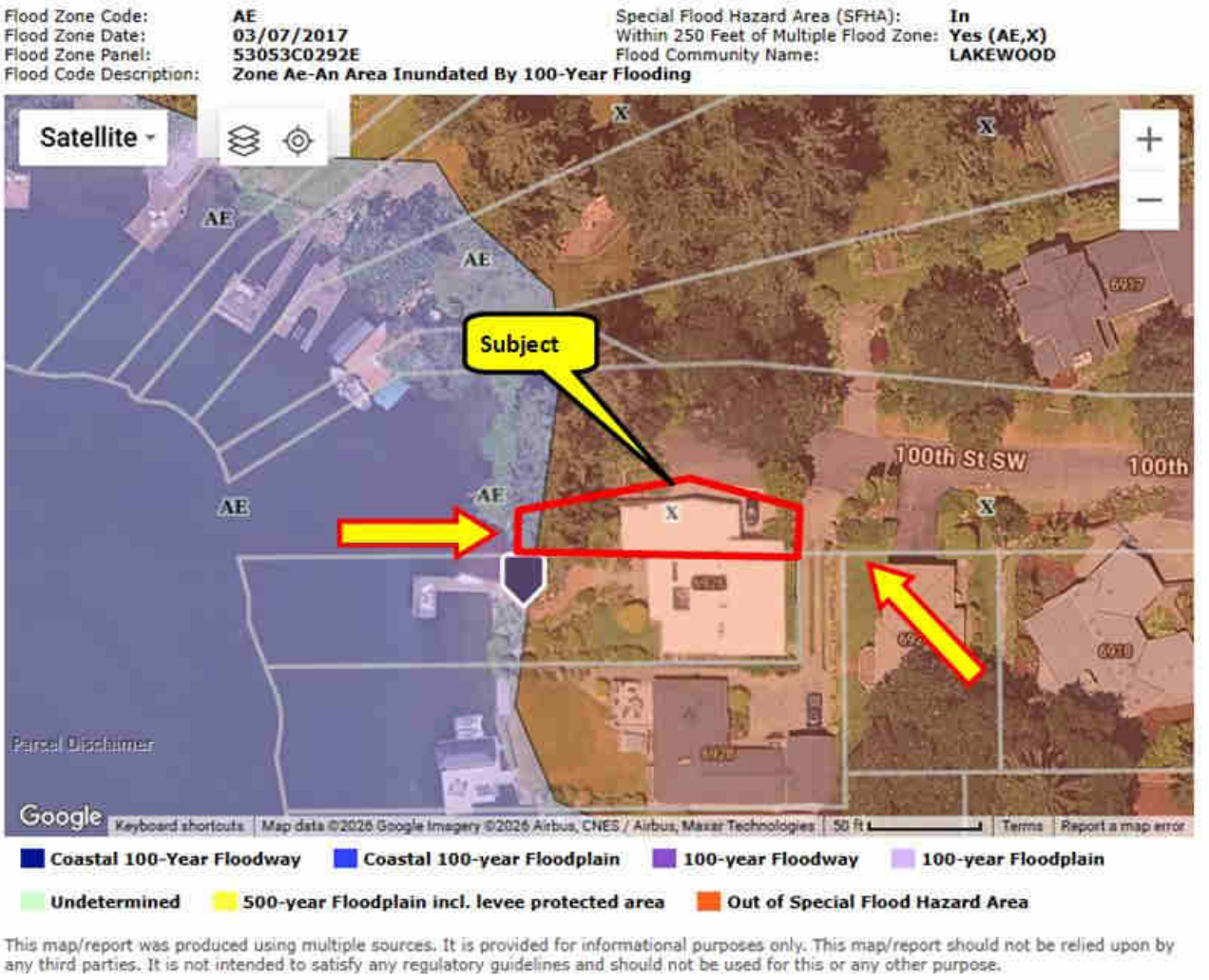
1. The Director may reduce a rear yard and/or side yard building setback to compensate for significant or heritage tree preservation; provided, that the setback is not reduced more than five (5) feet, is no closer to the property line than three (3) feet, is the minimum reduction required for tree preservation, and complies with LMC 18A.60.100, Building transition area.

2. The Director may increase the amount of allowable impervious surface by five (5) percent to compensate for the preservation of a significant or heritage tree. [Ord. 831 § 2 (Exh. A), 2025; Ord. 813 § 2 (Att. D), 2024; Ord. 794 § 2 (Exh. A), 2023; Ord. 775 § 1 (Exh. A), 2022; Ord. 726 § 2 (Exh. B), 2019.]

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FLOOD MAP



The subject is property is located within a designated flood zone **AE.** The majority of the site is located outside any flood zone concerns, yet the area along the shoreline is located within a mapped 100-year flood zone. Location is not atypical for lake front properties, although buyers need to give consideration to seasonal water fluctuations, the set-back requirements for any future development from the shoreline may have greater impact on values.

Highest and Best Use:

Highest and best use is defined as:[2]

The reasonably probable use of property that results in the highest value…….. To be reasonably probable, a use must meet certain conditions.

A determination of highest and best use is guided by the following parameters: 1) physically possible; 2) legally permissible; 3) financially feasible; and 4) maximally productive. Highest and best use is analyzed both on an as vacant and as improved basis.

As if Vacant

Physically Possible: The hypothetical subject site is an irregular shaped dead-end street parcel and contains 4,246sf square feet[3] with 23.74 feet along Lake Steilacoom. As such, it does have adequate size, shape and topography to allow development of a very small detached residential dwelling. The hypothetical site will be below average size for the immediate neighborhood, and may have minimal width and depth for development. Site has adequate ingress and egress from 100th St SW.

Legally Permissible: Current City of Lakewood R3 zoning designation which generally restricts the property to residential uses, though a handful of other residential complimentary uses such as schools and daycares are permitted as well. The subject's hypothetical site size (4,246sf) does not have the minimum requirements for development (7,500sf), the site is narrow and does not appear to have the width to allow for minimum improvement boundary line and lake frontage set backs (65ft[4]). As the hypothetical lot does not have the size, depth and width and is governed by lake frontage shoreline environmental constraints it would be considered a Nonbuildable Lot under Lakewood MC 17.04.070[5]. Therefore, it is assumed that development of residential dwelling would not be legally permissible.

Current existing easement and encumbrance use from the adjacent property to the south would further restrict development and have a negative impact on market value.

Financially Feasible and Maximally Productive: The hypothetical subject property consists of a substandard gently sloped on-grade irregular shaped site, with multiple development issues resulting from its size, configuration, water frontage and encroachments. It appears to have typical ingress/egress from a paved publicly maintained street. The property is zoned for lower-density single-family development; though a handful of other complimentary uses are allowed. Based on a review of market activity and recent development in the subject's immediate area, the highest and best use of the property, as if vacant, is for undeveloped native growth lake frontage area.

Assuming the site is nonbuildable, any development along the shoreline is/will be restricted due to shoreline restrictions and any buyer will need cash or private financing, the number of potential buyers becomes very limited. The most likely buyer would be a congruent site who could incorporate the area into an existing parcel. The second most likely buyer would be a non-waterfront ownership in the immediate neighborhood seeking private lake access, yet the subject property already abuts a developed public access point to the lake to the north.

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[2] From *The Appraisal of Real Estate*, Fourteenth Edition, 2013, Appraisal Institute, page 332

[3] Per AHBL Survey

[4] Lakewood MC 16.10.040C2 Table II

[5] City of Lakewood 17.04.070 There may be situations where legal lot of record may be deemed unbuildable because of size, dimension, topography, lack of access, environmental constraint or other factors. When anticipated, information regarding limitations and constraints may be required to be noted on the certificate of compliance, or the City may issue some other appropriate form of notice. [Ord. 591 § 16, 2015.]

As Improved

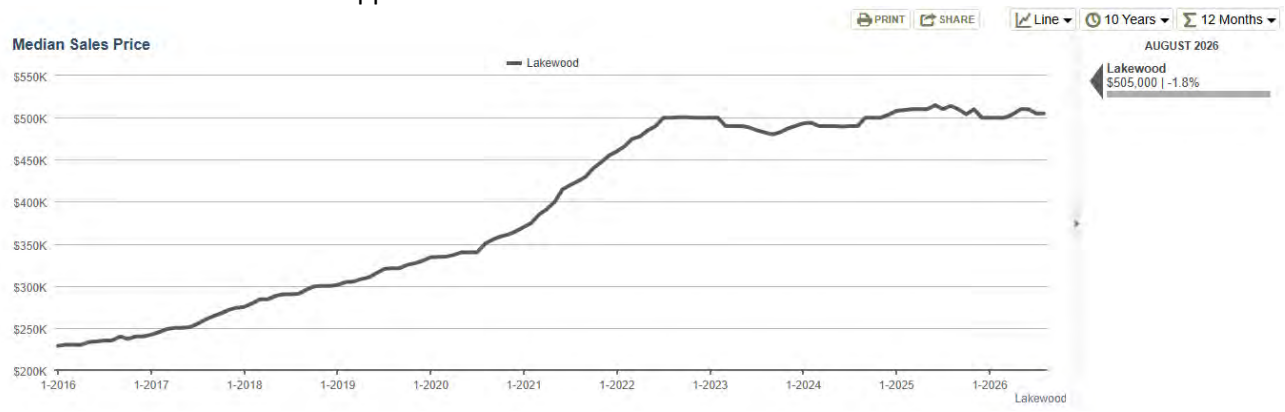
The hypothetical subject site is currently extensively encumbered by a carport, walkways, fences/gates, landscaping and bulkhead from the adjacent parcel to the south. Continued perpetual easement use from the adjacent property to the south maximizes it highest and best use.

SUMMARY OF SALES COMPARISON APPROACH

The subject is a proposed 4,246sf assumed residential zoned dead-end street lake front parcel. Due to size, dimensions and environmental constraints (lake frontage) it would be assumed the hypothetical site would be described as a nonbuildable lot. Sale search focused on vacant parcels in and around the Steilacoom Lake marketing area. Due to the built-up nature of the neighborhood and limited sales over the past 3 years, sale search was expanded to adjacent communities. Emphasis was placed on similar nonbuildable lots, similar sized parcels, location appeal, proximity to utilities and sites with similar amenities.

Marketing Time Adjustments:

Median yearly sale prices in Lakewood on a 12-month moving average from 2016 into 2026 in the subject's marketing area have been analyzed for single family properties. Market trends indicate that Median sale prices for residential properties over the past 4 years have fluctuated between $460,000 and $505,000 after peaking in August 2025 at $514,000. Sale prices have been adjusted based on the percentage change between the sales closing date and the effective date of the appraisal.



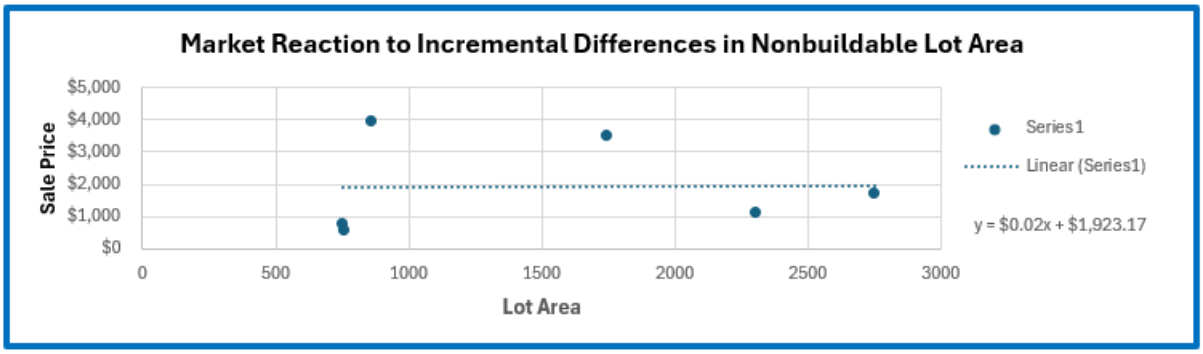
Location Adjustments:

Sales are all located in the general Southeast Pierce County/Lakewood marketing area. Differences if applied between local communities have been based on matched paired sales and individual commented on.

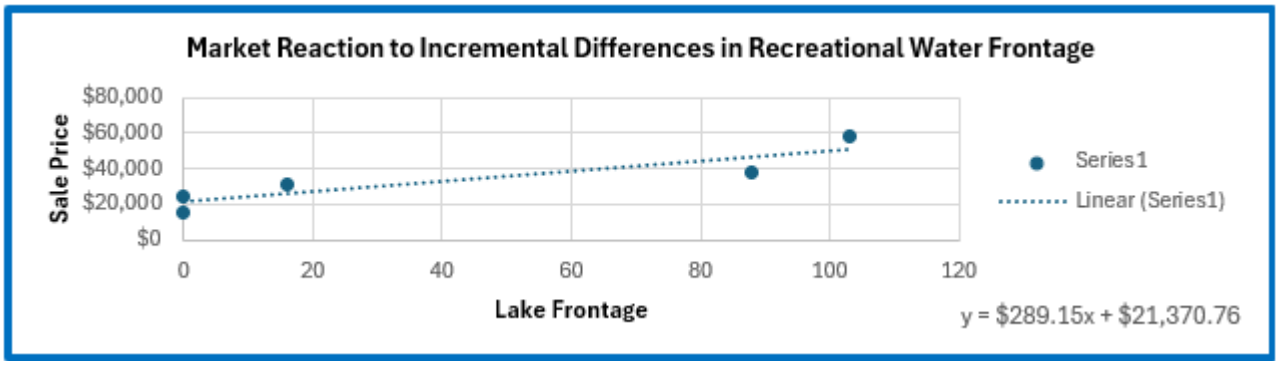
Lot Adjustments:

Sales have been adjusted for differences in lot size. Lot sizes have been adjusted for incremental differences in site area.

Regression models on nonbuildable parcels indicate the difference in incremental square footage to be $0.02/square foot. Sales have been adjusted at $0.02/sf within the grid section of the attached appraisal.



Frontage:
Comparable sales with waterfrontage have been adjusted for incremental differences in frontage. Based on a match paired sale analysis of waterfront sales adjusted for nonbuildable usage, the adjusted sale prices were compared to measure the residual differences in waterfrontage. Trendline results indicates the market pays $289/front foot for differences in frontage. Trendline results indicate properties lacking any waterfrontage would have an estimated total market reaction of $28,235 based on the subject's 23.74ft of estimated lake frontage. ((23.74ft x $289.15/ft)) + $21,370.76) Comparables lacking waterfrontage have been adjusted upward at a rounded $30,000.



Waterfrontage: A separate analysis was completed to estimate the markets' reaction to Lake Steilacoom access and or private use. Study 1 buyers paid a $22,000 premium for an easement allowing private access to 8ft of lake frontage that included a dock. In Study 2 buyers paid a $38,000 (rounded) premium for a separate 440sf nonbuildable waterfront parcel with 20 front feet along the eastside of Lake Steilacoom.

Both study's give additional support for the $30,000 adjustment ascribed to the non waterfront comparables.

Study 1 – Valuation of Private Lake Steilacoom Easement

Target Property: 19017 Lagoon Lane S, Lakewood, WA 98498

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Client: Clinton Johnson & Sharlynn Gates



10917 Lagoon Lane S, Lakewood, WA 98498

MLS#: 2389361 | Status: S | List Price: $989,000
Area: 39 | Stat Dt: 06/26/2025 | Sold Price: $989,000
Sub Prop: Residential | Office: Morrison House Sotheby's Intl
Community: Lake Steilacoom | Phone: (253) 581-5100
Style Code: 10 - 1 Story | Broker: Michael Morrison
Phone: (253) 606-5925 (Home)

Beds: 4 | Dues: $0.00 | PTS: (253) 292-9276
Baths: 2.75 | Yr Built: 1959 | Owner: Brian Shaw
Cov Prk: 2 | Fireplcs: 2 | Occ Name: Brian Shaw
SqFt: 3,635 | Price/SF: $272.08 | Occ Type: Vacant
Lot Size: .755 ac/32,898 sf | Tax ID: 4725001971 Realist Map
Compensation: 2.5% | CDOM: 5 | Ann Tax: $9,037.00
Tax Yr: 2025

View: Lake, See Remarks
Water: Lake, No Bank
Key: MLS Keybox, ShowingTime, Vacant
Offers: Seller intends to review offers upon receipt
Direct: Gravelly Lake Drive to Lake Steilacoom Drive to RIGHT on LAGOON lane (by entrance to EVERGREEN TERRACE) to home on left
Marketing Remarks: They don't make them like this anymore. SINGLE level living w/ your PRIVATE DOCK on about 8' feet of LAKE STEILACOOM. Classic mid century modern w/ luxury woods throughout like Mahogany, Cherry, Birch & Swedish Finish oak. Wood wrapped family room w/ wet bar; beams and vaulted ceilings; classic mid century kitchen; dining and generous living room w/ Italian marble surround. MASSIVE windows overlook rear yard; SPORTS COURT and LAKE. Oversized deck flows from family room; dining and living rooms for entertaining ease. PRIMARY BEDROOM w/ lake views, tons of storage & attached bath; 3 more bedrooms; one Hollywood style serves as JR. SUITE. Impeccably maintained; newer elec panel; windows & sliders; updated insulation. Classic & Updated

The target property is a recent Steilacoom Lake rambler sale on the west side of the lake. Sale included a perpetual non-exclusive easement for ingress and egress to Steilacoom Lake. The 8ft wide by 215+-ft long easement across the neighboring properties came with a dock along the water per MLS listing photos. The property was listed for 5 days and sold for 100% of its list price at $989,000.



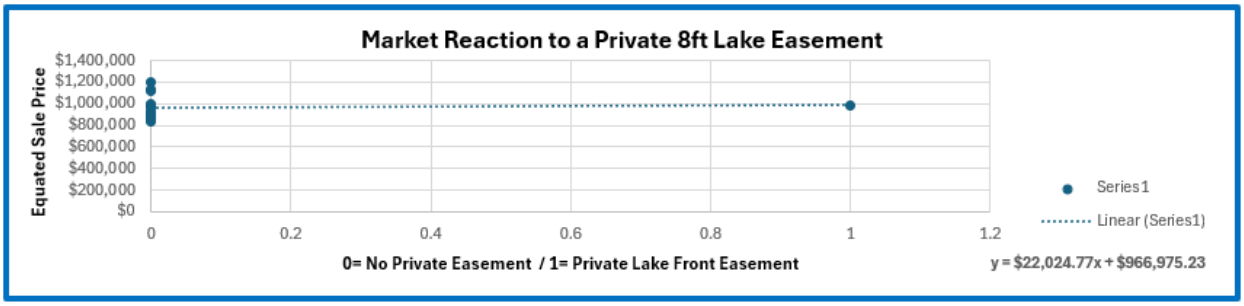




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Client: Clinton Johnson & Sharlynn Gates

The market analysis involved finding Comparable properties in the immediate neighborhood around Steilacoom Lake, that sold around the same time as the Target property that did not have any exclusive easement access to the lake. Thirteen Comparable sales were discovered that had sold around the same time frame. Sales ranged from 1,170sf to 4,371sf (target 3,365sf) and were built between 1950 and 1980 (target 1959 built). All sales have similar Steilacoom Lake views. The 13 Comparable sales were equated to the Target for differences in square footage, lot size and garage parking, and a regression analysis was completed to measure the average difference in adjusted sale prices between the target and the comparables to establish a market reaction to the private lake access easement.

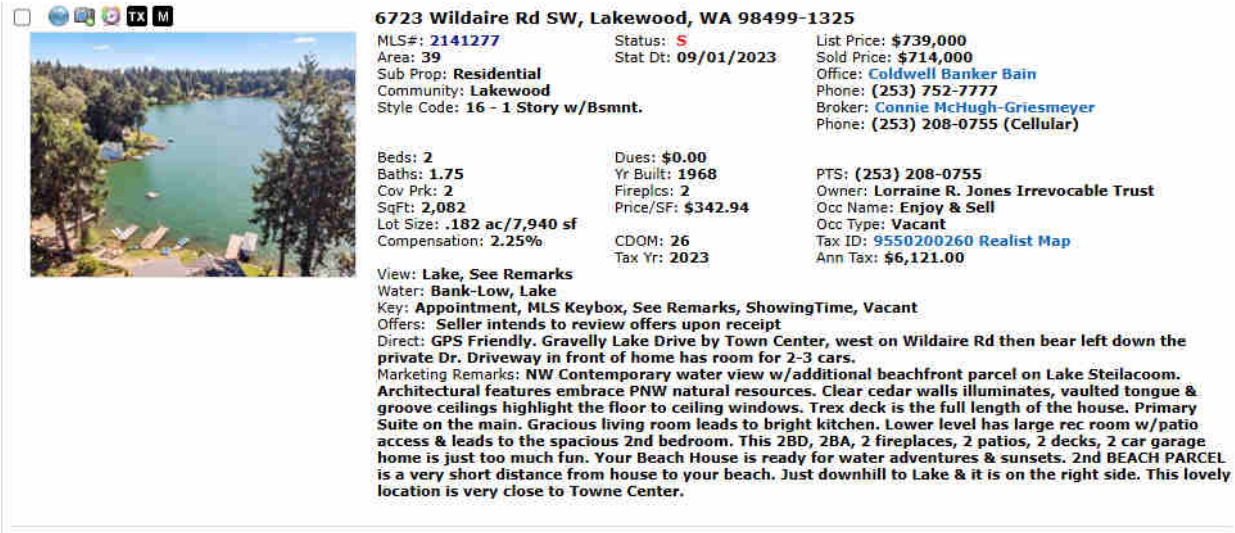


Regression results indicate:

When a single-family home around Steilacoom Lake has a private easement for lake frontage the Lakewood market appears to pay a premium of $22,024 for the waterfrontage with a dock.

Study 2 – Valuation of Private Recreational Lot on Steilacoom Lake

Target Property: 6723 Wildaire Rd SW, Lakewood, WA 98499



6723 Wildaire Rd SW, Lakewood, WA 98499-1325

MLS#: 2141277 | Status: S | List Price: $739,000
Area: 39 | Stat Dt: 09/01/2023 | Sold Price: $714,000
Sub Prop: Residential | Office: Coldwell Banker Bain
Community: Lakewood | Phone: (253) 752-7777
Style Code: 16 - 1 Story w/Bsmnt. | Broker: Connie McHugh-Griesmeyer
Phone: (253) 208-0755 (Cellular)

Beds: 2 | Dues: $0.00 | PTS: (253) 208-0755
Baths: 1.75 | Yr Built: 1968 | Owner: Lorraine R. Jones Irrevocable Trust
Cov Prk: 2 | Fireplcs: 2 | Occ Name: Enjoy & Sell
SqFt: 2,082 | Price/SF: $342.94 | Occ Type: Vacant
Lot Size: .182 ac/7,940 sf | Tax ID: 9550200260 Realist Map
Compensation: 2.25% | CDOM: 26 | Ann Tax: $6,121.00
Tax Yr: 2023

View: Lake, See Remarks
Water: Bank-Low, Lake
Key: Appointment, MLS Keybox, See Remarks, ShowingTime, Vacant
Offers: Seller intends to review offers upon receipt
Direct: GPS Friendly. Gravelly Lake Drive by Town Center, west on Wildaire Rd then bear left down the private Dr. Driveway in front of home has room for 2-3 cars.
Marketing Remarks: NW Contemporary water view w/additional beachfront parcel on Lake Steilacoom. Architectural features embrace PNW natural resources. Clear cedar walls illuminates, vaulted tongue & groove ceilings highlight the floor to ceiling windows. Trex deck is the full length of the house. Primary Suite on the main. Gracious living room leads to bright kitchen. Lower level has large rec room w/patio access & leads to the spacious 2nd bedroom. This 2BD, 2BA, 2 fireplaces, 2 patios, 2 decks, 2 car garage home is just too much fun. Your Beach House is ready for water adventures & sunsets. 2nd BEACH PARCEL is a very short distance from house to your beach. Just downhill to Lake & it is on the right side. This lovely location is very close to Towne Center.

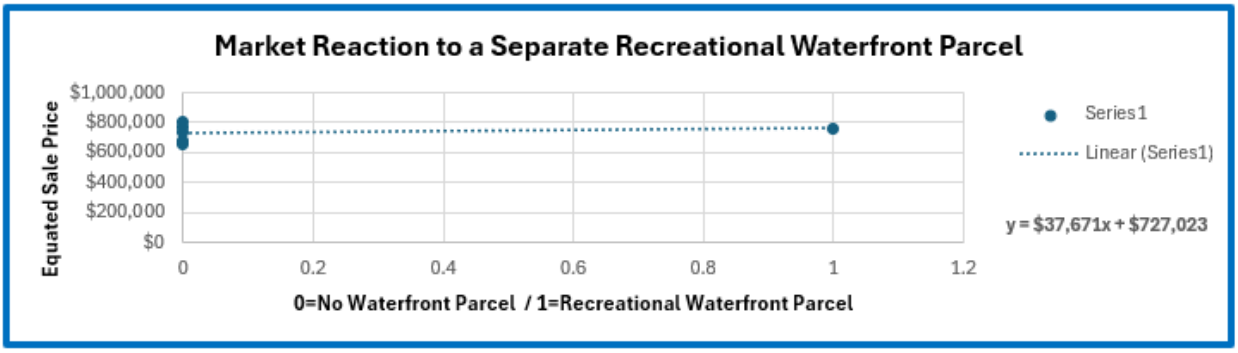
The target property is a recent Steilacoom Lake daylight basement sale on the east side of the lake. The target property is situated on an upland site located about 180ft east of the water's edge, or about 3 lots east of the lake. The target property sale included a separate fee simple interest waterfront parcel at the end of Wildaire Rd SW, that Pierce County describes as having 20 feet of frontage along the lake and 440sf in size, this area only represents

above water area and not the additional 844sf of below waterline area for where the dock once was. The separate parcel does not currently have dock, but it is assumed one could be rebuilt. Pierce County currently values the parcel at $32,100 for the 2026 tax assessment. The property was listed for 26 days and sold for $714,000 or 96.62% of its $789,000 list price.





The market analysis involved finding Comparable properties in the immediate neighborhood around Steilacoom Lake, that sold around the same time as the Target property that did not have a second privately owned recreational waterfront parcel. Thirteen Comparable sales were originally discovered that sold around the same time frame as the Target property. Sales ranged from 2,446 to 3,272sf (target 2,082sf) and were built between 1947 and 1986 (target 1968 built). All sales have similar Steilacoom Lake proximity and views. Of the original 13, the 5 most representative Comparable sales were then equated to the Target for differences in square footage, lot size and garage parking, and a regression analysis was completed to measure the average difference in adjusted sale prices between the target and the comparables to establish a market reaction to the second recreational waterfront parcel.



Regression results indicate:

When a single-family home around Steilacoom Lake has a separate private recreational waterfront parcel market appears to pay a premium of $37,671 or $38,000 rounded for the separate recreational waterfront parcel without a dock.

Amenities:

The subject parcel has a concrete bulkhead along the shoreline. Comparables 1 and 2 have newer docks, yet based on a matched paired analysis, after adjusting sale prices for frontage and lot size the market appears to make no additional adjustment for a dock.

Water/Sewer:

The subject and comparable sales all appear to have mostly similar access to water and sewer lines. No adjustments appear to be warranted for minor differences.

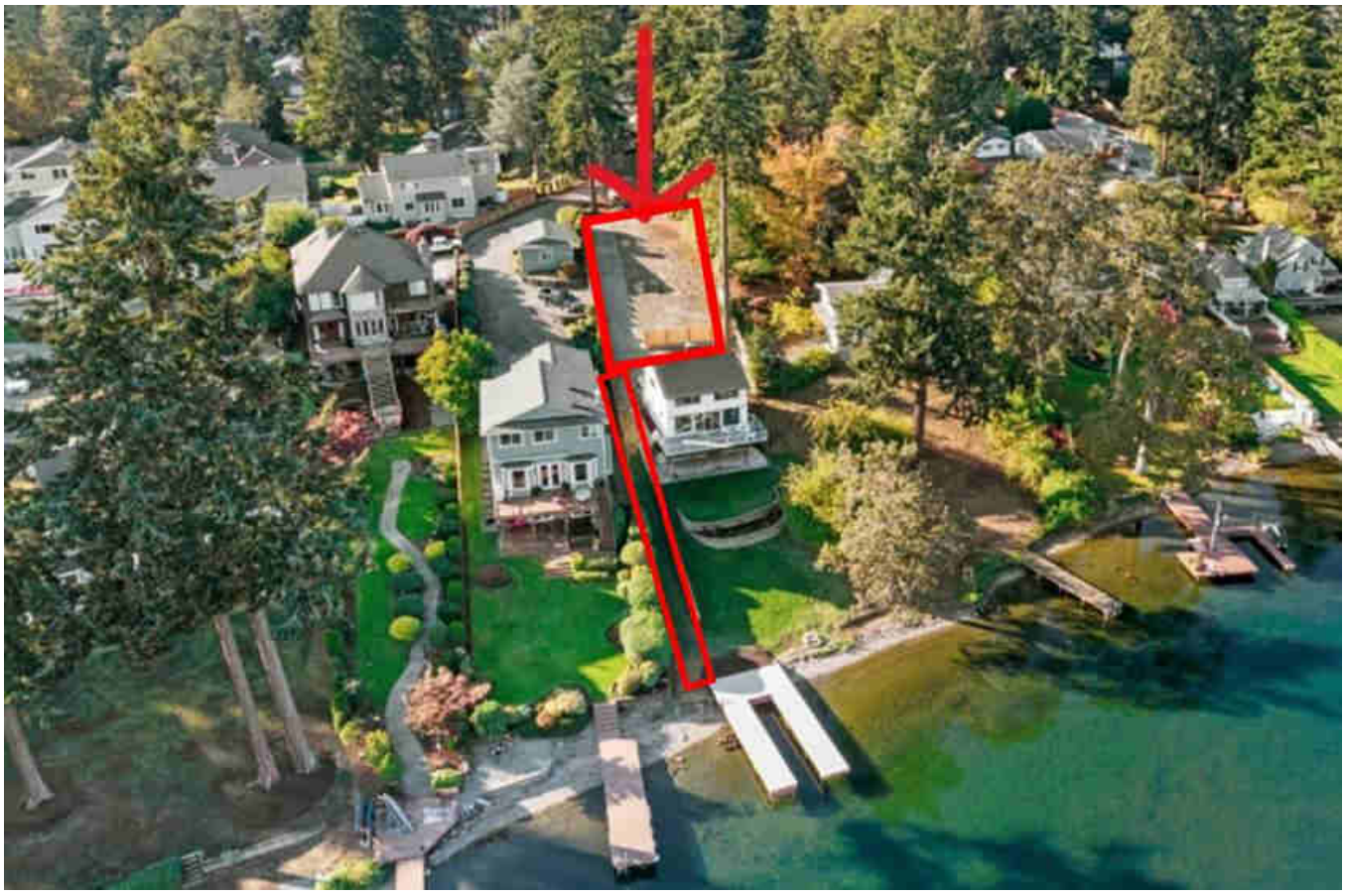
Zoning:

Zoning information has been noted, yet as the propose hypothetical subject site is assumed to be a nonbuildable, therefore, minor differences in residential zoning have been noted and any measurable adjustment would be included in the buildable vs nonbuildable adjustment.

69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates

Comparable Sale #1



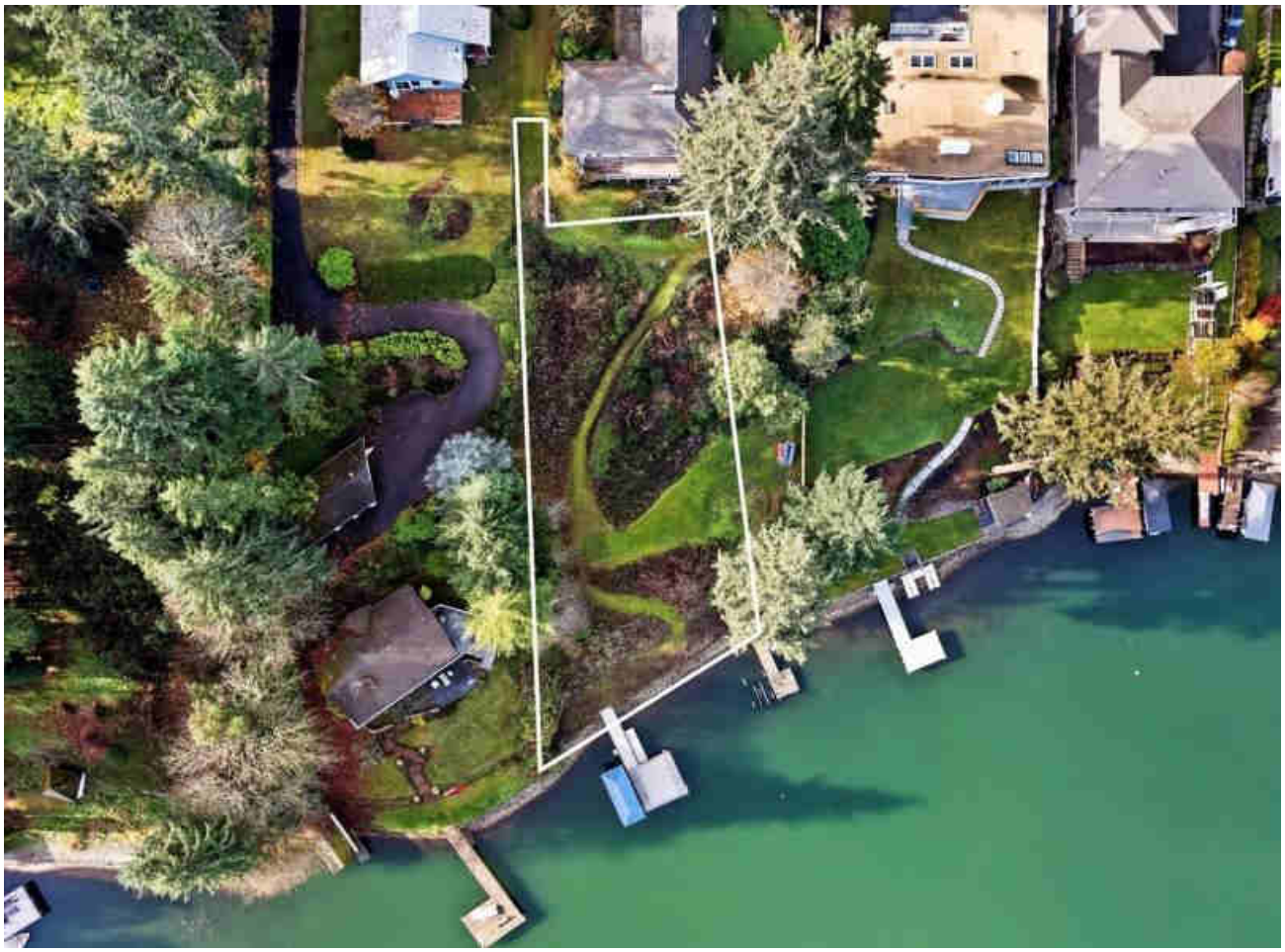
9101 Gramercy PL SW, Lakewood WA is a larger residential site along the westside of Lake Steilacoom with 16ft access easement with shared dock on Lake Steilacoom.
Sale is a new buildable short-platted site with plans and drawings for a new residential dwelling.
MLS listing indicates all utilities are on site, Comparable has been adjusted downward for its superior ability to be developed with a residential dwelling.

Sale was listed for $249,000 for 158 days before the listing was cancelled on 4/16/2023. Comparable sold off market on 7/24/2024 for $300,000. Original waterfront property 9105 Gramercy Pl SW was purchased in 2021 for $570,000 before site was short-platted in 3/2022. Owner remodeled older home and resold it for $855,000 on 2/2023 for $855,000 and sold the undeveloped vacant upland parcel on 3/2023 for $220,000 after trying to market it as on-site improvements were being developed. No new marketing occurred before the owner of the waterfront parcel purchased the subject site on 7/2024 for $300,000.
Photos have been obtained from the mls, no exterior inspection has been made as of the date of the report.

69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates

Comparable Sale #2



11113 Lk Steilacoom Dr SW, Lakewood, WA is an older short plated Lake Steilacoom site at the south end of the lake. The parcel has 88 feet along the lake, full bulkhead and new oversized dock per mls listing. Water, sewer and gas are in the street and will need to be extend to the site, due to topography, sewer will need to be pumped up the street.
Comparable is superior in size and is considered a superior buildable site.
Site was listed for a total of 433 days after originally being listed for $850,000. After 7 price adjustments and 3 difference listings, the sale sold 2/29/2024 for $370,000. There have been no other sales in the past 3 years.
Photos have been obtained from the mls, no exterior inspection has been made as of the date of the report.

69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates

Comparable Sale #3



11623 Madera Gardens Dr SW, Lakewood WA is a larger Gravelly Lake parcel along the north end of the lake. Sale is a sloped waterfront site with 103 front feet along the shoreline. Per Pierce County parcel maps the site fronts along a common Madera community owned water front parcel, although they are allowed to build a dock.
Overall sale is a superior buildable site with superior overall utility. Geotech study indicates proposed building footprint is located at the top of the site over 100 feet north of the lake at the top of the slope.
Site was purchased 12/10/2024 for $579,000 after 23 days on the market. Buyer relisted the property 7 months later for $635,000 and remains on the market for $600,000 (mls #2532737).
NO other sales have been noted in the past 12 months. Photos have been obtained from the mls, no exterior inspection has been made as of the date of the report.

69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates

Comparable Sale #4



9349 Dekoven Dr SW, Lakewood WA is a larger buildable residential lot east of the subject. Sale is a non waterfront easement accessed parcel. Sale has been adjusted for superior buildability, larger size and inferior waterfront amenity.
Comparable originally sold in 2018 for $96,660 after creation as an individual site. Comparable was relisted 7 years later in June 2025 for $169,000 before selling in 206 days for $150,000. Photos have been obtained from the mls, no exterior inspection has been made as of the date of the report.

69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates

Comparable Sale #5



11220 W Morris Blvd, Steilacoom WA is a larger recreational property on Ketron Island in Puget Sound. The ferry accessible Island (4 times a day) is 221acres in size and has a population of around 20 full time residents. Lack of sewer on the island and small platted sites restrict most site to recreational use. The site has high bank Puget Sound waterfront. MLS listings make no mention of direct beach access only views of the sound. Comparable lacked water.

Similar recreational (nonbuildable) use warranted analysis. Distance from the subject and restricted island access (ferry boat) reduces some market appeal.

Property was listed 3/15/2023 for $16,000 as an estate sales and sold for cash in 2 days for $24,000. It has more recently sold 9/25/2025 in a non-listed “friend” transaction per Pierce County for $28,000. Photos have been obtained from the mls, no exterior inspection has been made as of the date of the report.

69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates

Comparable Sale #6





100 St S / PN 0319042065, Tacoma WA is a smaller former vacated street sale east of the subject in Tacoma. The 1,742sf parcel was purchased by the ownership to the south 5 years after the buyers bought the improved property to the south.

The comparable has limited utility to the general market but has the greatest value to the southern congruent parcel as it allows for ingress/egress and larger overall site area.

Sale has been adjusted for smaller site size and the subjects superior waterfront amenity. As a stand alone parcel it is a similar nonbuildable site due to its physical size. As the site non-buildable no location adjusted was ascribed.

Sale was a non-mls listed private transaction. Comparable previously sold 10/1/2020 for $1,995 and in 2019 for $655. Photos have been obtained from the Pierce County GIS, no exterior inspection has been made as of the date of the report.

69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates

Comparable Sale #7



98th St SW / PN 7755000300, Lakewood WA is a smaller former vacated alley northeast of the subject in Waughop Lake area of Lakewood. The 750sf parcel was purchased by an ownership several lots to the west and not by the congruent parcel ownership to the south. Buyer additionally owns 2300sf vacated alley parcel to the west of the sale.

The comparable has limited utility to the general market but has the greatest value to the properties along the southern side of the vacated alley as it could allow greater utility and increased accessibility.

Sale has been adjusted for smaller site size and the subjects superior waterfront amenity. As a stand alone parcel it is a similar nonbuildable site due to its physical size. As the site is non-buildable no location adjusted was ascribed.

Sale was a non-mls listed private transaction sold by Pierce County. Photos have been obtained from the Pierce County GIS, no exterior inspection has been made as of the date of the report.

69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates

Comparable Sale #8



Emerson St / PN 7737000220, Fircrest WA is a small triangular shaped parcel abutting a native growth protected greenbelt and Leach Creek. The 757sf parcel was purchased by a noncongruent ownership four lots to the east.
The comparable has limited utility as a creek frontage nonbuildable site fronting Emerson St a 3 lane arterial, Pierce County describes the site a greenbelt common area.
Sale has been adjusted for smaller site size and the subjects superior waterfront amenity. As a stand alone parcel it is a similar nonbuildable site due to its physical size. As the site is nonbuildable no location and or traffic noise obsolescence is warranted.
Sale was a non-mls listed private transaction sold by Pierce County, there have no other previous transactions. Photos have been obtained from the Pierce County GIS maps, no exterior inspection has been made as of the date of the report.

69xx 100th St SW, Lakewood WA 98499

Client: Clinton Johnson & Sharlynn Gates

Comparable Sale #9



2302 Oak Dr / PN 1995200320, Steilacoom WA is a small triangular shaped parcel abutting a Farrells Marsh Park greenbelt. The 855sf parcel was purchased by a noncongruent ownership across the street as potential additional parking per Pierce County historical aerial photos.
The comparable has limited utility as a nonbuildable site abutting the park.
Sale has been adjusted for smaller site size and the subjects superior waterfront amenity. As a stand alone parcel it is a similar nonbuildable site due to its physical size. As the site is non-buildable no location is warranted.
Sale was a non-mls listed private transaction, there have no other previous transactions in the past 30 years. Photos have been obtained from the Pierce County GIS maps, no exterior inspection has been made as of the date of the report.

Summary of Sales

Comparable sales are all mostly undeveloped vacant residential neighborhood parcels in the subjects general marketing area. Due to the subjects assumed nonbuildable status, distance between sales was expanded into neighboring communities.
Comparables 1-4 are superior larger buildable sites and were subsequently marketed as buildable sites for a detached residential home. Comparables 1-3 are similar lake frontage parcels; Comparable 4 is a non waterfront parcel in the immediate neighborhood.
Comparables 5-9 are all assumed to be similar non-buildable and or recreational sites and could not support the development of a detached residential dwelling due to similar size, setback constraints and critical area encroachments.

Analyzing all 9 comparable sales the original sale prices ranged from $545 to $579,000. The adjusted sale prices ranged from $24,705 to $41,373. The subjects Lake Steilacoom frontage warrant an upper valuation. The subjects current easement use from the congruent property to the south, physical size, physical shape and shoreline critical areas a lower valuation would be warranted.

The most likely hypothetical buyer would be the congruent ownership to the south or immediate upland non waterfront property seeking private access to Lake Steilacoom. Yet the same upland non-waterfront buyer could access Lake Steilacoom via the developed public access currently at the end of 100th St SW, therefore the only additional benefit of acquiring the subject would be potentially limited storage of a small boat. The average adjusted sales price of all 9 sales is $34,188.

The subjects Clinton Park location and waterfrontage along Steilacoom Lake warrant a higher estimated value. Current perpetual easement use, physical size and public lake access along the northern boundary warrant a lower valuation. Due to the lack of fee simple sales of unbuildable lake front sales heavy consideration has been given to all 9 sales.

An estimated fee simple market value of $34,000 has been ascribed the hypothetical subject site.

The Final opinion of the subject's fee simple market value on September 16, 2026 is:

$34,000*

*This value uses multiple Extraordinary Assumptions. The use of these Assumptions of condition and views affected the assignment results.

David R. Connelly

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Mercer Island WA 98040
Office: 206.236.3037
David@AmericanAppraisals.com

David Connelly Tax ID# 41-3990847
American Home Appraisals Tax ID# 91-1456771

QUALIFICATIONS OF APPRAISER

Experience

American Home Appraisals: 12/2013-Current
Residential Appraiser / Real Estate Consultant

Connelly Appraisal, Inc.: 1995-Current
Owner/ Senior Appraiser / Real Estate Consultant

Washington Mutual: 12/2000-3/2004
Staff Appraiser

Stay Appraisal Service: 1986-1995
Staff Appraiser / Assistant Appraiser / Research Assistant

Gouge Inspections: 1990-1997
Field Assistant

Bradshaw Appraisal: 1989-1992
Assistant Appraiser / Research Assistant

Expert in appraising complex properties and unique homes, waterfront properties, custom construction, equestrian properties and 2-4 family properties.

Specialization in properties with detrimental conditions and or with secondary objectives such as loss of value involving legal questions, insurance, easements, divorce, landslides and floods. Experienced in retrospective and or hypothetical valuations.

Market Studies have included *Loss of View*, *Impact of Cellular Towers on Residential Properties*, *Valuation of Lake Frontage in Connection to Lot Size*, *Contributory Value of Moorage/Dock Ownership*, *Contributory Value of private community beach*, *Market Reaction to Surplus verse Excess Land and Impact of On-site Parking*.

Assisted in: Veterans Administration condominium project appraisals, proposed subdivision development appraisals, restaurants, warehouses and small commercial appraisals.

Qualified Expert Witness:
King County Superior Court
Snohomish County Superior Court
Pierce County Superior Court
Island County Superior Court

Certification / Licenses
Certified Residential Real Estate Appraiser, State of Washington #1700766

Real Estate Education

Education

University of Washington

Bachelor of Arts Degree, School of Geography, March 1992
Concentration in Real Estate, Land Use, Urban and Social Planning

Real Estate Appraisal Fundamentals

Completed 36 hours, March 1992, Lake Washington Institute of Technology

Applied Residential Property Appraisal

Completed 36 hours, June 1992, Lake Washington Institute of Technology

Washington Real Estate License Training

Completed 60 hours, August 2007

Continuing Education:

2026-2027 7-Hour National USPAP Update - completed 7 hours, February 12, 2026- Appraiser Education Service
Valuation Bias and Fair Housing Laws and Regulations - completed 7 hours, December 17, 2025- Appraiser eLearning
Appraisers Guide to the New URAR – Appraisal Institute - completed 7 hours, July 22, 2025
New State Zoning Laws, Part 1 - completed 3.5 hours, April 30, 2025- The Hagar Institute
New State Zoning Laws, Part 2 - completed 3.5 hours, April 30, 2025- The Hagar Institute
New State Zoning Laws, Part 1 - completed 3.5 hours, December 7, 2023- The Hagar Institute
New State Zoning Laws, Part 2 - completed 3.5 hours, December 7, 2023- The Hagar Institute
All Day All Residential Training – Appraisal Institute - completed 7 hours, June 1, 2023
Highest and Best Use - completed 7 hours, April 20, 2023- The Hagar Institute
2022-2023 7-Hour National USPAP Update - completed 7 hours, April 13, 2023-The Hagar Institute
New Construction: Essentially Luxury Homes - completed 3 hours, August 2022- McKissock
How to Handle ADUs and MILs - completed 7 hours, August 2022-The Hagar Institute
2022-2023 7-Hour National USPAP Update - completed 7 hours, August 2022- Appraiser eLearning
Measuring With ANSI & the 2021 ANSI Update - completed 4 hours, February 2022 -Appraiser eLearning
Appraisal Adjustments II - completed 7 hours, February 2022 -The Hagar Institute
2020-2021 7-Hour National USPAP Update - completed 7 hours, October 2020 -McKissock
Residential Construction and the Appraiser - completed 7 hours, October 2020-McKissock
Matrix 1: Essentials - completed 3 hours, June 2020 -NWMLS
Statistical Tools - completed 3 hours, June 2020 -NWMLS
Realist Property Records - completed 3 hours, June 2020 -NWMLS
Appraisal Adjustments II - completed 7 hours, September 2019-The Hagar Institute
Finding Comparables - completed 7 hours, November 2018 -The Hagar Institute
Practical Use of Excel - completed 2 hours, September 2018 -The Hagar Institute
2018-2019 7-hour National USPAP Update - completed 7 hours, May 2018- The Hagar Institute
All Residential All Day - AI - completed 7 hours, April 2018
Photography and Inspections Requirements - completed 5 hours, December 2017- The Hagar Institute
Condition Adjustments - "How The Cost Approach Helps" - completed 7 hours, November 2017- The Hagar Institute
Persistent Appraisal Failures - completed 7 hours, November 2016- The Hagar Institute
2016 National USPAP Update - Completed 7 hours, November 2016-McKissock
All Residential, All Day - completed 7 hours, May 2016-Appraisal Institute

Water Conservation for Real Estate Professionals Part II - completed 3 hours, April 2015-S.E.E.C. LLC
Water Conservation for Real Estate Professionals Part I - completed 4 hours, April 2015-S.E.E.C. LLC
Navigating the Green Fields within the MLS input form - completed 3.5 hours, November 2014 -S.E.E.C. LLC
2014-2015 National USPAP Update -Completed 7 hours, October 2014-McKissock
Defining Market Value & How to Adjust for Concessions - Completed 4 hours, September 2014-The Hagar Institute
Home Improvement & Fixer-Uppers - Completed 3 hours, May 2014-The Hagar Institute
Rejected Appraisals~ Issues Related to AQM & UAD Failures - Completed 7 hours, May 2014-The Hagar Institute
Where Are Real Estate Prices Headed -Completed 3 hours, April 2014-The Hagar Institute
Real Estate Fraud -Completed 6 hours, March 2014-The Hagar Institute
Appraisal Subject Matter Electives -Completed 20.00 hours, July 2013
Statistics, Modeling and Finance - Completed 15.0 hours, June 2013
Residential Sales Comparison and Income Approaches - Completed 30.0 hours, June 2013
Residential Market Analysis and Highest & Best Use - Completed 15.0 hours, June 2013
Residential Report and Case Studies - Completed 15.0 hours, May 2013
Residential Appraiser Site Valuation and Cost Approach - Completed 15.0 hours, May 2013
Advanced Residential Applications and Case Studies - Completed 15.0 hours, May 2013
Appraising Green Homes: Construction Methods and Trends – 7 hours, September 24, 2010, Earth Advantage Institute
Appraising Green Homes: Valuation Techniques – Completed 7 hours, September 25, 2010, Earth Advantage Institute
Washington Real Estate Practices - Completed 30 hours, July 7, 2009, Train Agents
Contemporary Trends in Real Estate - Completed 30 hours, September 12, 2009, Train Agents
2009 National USPAP Update - Completed 7 hours, September 25, 2009
REO & Foreclosures -Completed 5 hours, September 3, 2009
The New Residential Market Conditions Form (1004MC) – Completed 3 hours, March 24, 2009, Appraisal Institute
All Residential, All Day - Completed 4 hours, March 24, 2009, Appraisal Institute
Foreclosure Rescue and Short Sales - Completed 2 hours, May 21, 2008, Appraisal Institute
Residential Appraising- How to handle a changing market – Completed 7 hours, March 28, 2008, Appraisal Institute
The Dirty Dozen -12 USPAP requirements for every appraisal - Completed 3 hours, Sept 11, 2007
ACOW IX-Key Elements of Narrative Report Writing - Completed 3 hours, August 17, 2007
ACOW IX – Fraud Update - Completed 3 hours, August 17, 2007
Residential Appraising- Planning for Success - Completed 7 hours, March 9, 2007, Appraisal Institute
ACOW VIII – Hypothetical Conditions - Completed 6 hours, August 18, 2006
Changing Faces of Housing in the Urban Settings – Completed 4 hours, September 23, 2005, Appraisal Institute
Subdivision Seminar - Completed 4 hours, September 21, 2005, Appraisal Institute
Professionals Guide to the URAR- Completed 7 hours, September 9, 2005, Appraisal Institute
ACOW VI –Fannie May Forms Workshop - Completed 3 hours, August 20, 2004
ACOW VI – If Only The Appraiser Had Said No…- Completed 3 hours, August 20, 2004
Data Sources: For Real Estate Appraisers - Completed 2 hours, May 19, 2004, Appraisal Institute
2004 USPAP Update - Complete 7 hours, February 20th, 2004, Value One, William King
2003 USPAP Update - Complete 7 hours, October 4, 2003, Appraisal Institute
What is Back Yard Worth - Completed 7 hours, January 24, 2003, Appraisal Institute
Standards of Prof. Practice, Part A (USPAP) - Complete 15 hours, September 25, 2002, Appraisal Institute
Crossing The Line: Home Mortgage Fraud - Complete 4 hours, October 8, 2002, Appraisal Institute
Residential Design and Functional Utility - Completed 7 hours, May 11, 2001, Appraisal Institute
Advanced Real Estate Purchase & Sales - Completed 15.5 hours, March 29 & 30, 2001, Law Seminars International
Regression Analysis in Appraisal practice -Completed 7 hours, March 9, 2001, Appraisal Institute
Uniform Standard of Professional Appraisal Practice - Completed 15 hours, February 1999, Mykut Real Estate School
The Examination & Inspection of Sites and Buildings for Appraisers - 16 hours, The ARIES Co., December 12, 1998
FHA Appraising & The 203 (k) Program - Completed 15 hours, April 29, 1997, Lee and Grant
FHA Appraiser training - Completed 8 hours, January 29, 1997, Washington Mortgage Lenders
The New URAR and FIRREA - Completed 7 hours, January 1994, Real Estate Education, Inc.

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Cindy Huang	Integrative Family Law
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Katherine Kent	Whitaker Kent Ordell PLLC

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Mariko Raynor	Integrative Family Law PLLC
Mark Thompson	Mix Sanders Thompson
Matt Sweeney	Matthew L. Sweeney PLLC
Matthew Link	McFerran Law PS
Morgan E Smith	Wilson,Smith,Cochran,Dickerson
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Rachel Culver	Whitaker Kent Ordell, PLLC
Rand L. Kohler	Rand L Kohler Law
Richard Bersin	Inslee Best
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Scott Blair	Brain Injury Law
Sebastian Toth	Holt Woods & Scisciani LLP
Shata Kelley	Ledger Square Law PS
Shaun Van Eyk	Van Eyk and Moore, PLLC
Steve Freeborn	Freeborn Law Offices
Steven A Rockey	Rockey Stratton PS
Steven R Leppard	O'brien Barton & Hopkins, PLLP
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Timothy Ginski	Patterson Bray Attorney, Tn
Todd Allen	REED McCLURE
Vic Lam	Law Office of Vic S Lam PS
William Friedman	Perkins Coie LLP

Banks / Lenders

Washington Trust Bank
Northern Trust
Sound Community Bank
Peoples Bank
First Sound Bank
Homestead Community Land Trust
Timberline Bank

Copy of Washington State License


STATE OF WASHINGTON

DEPARTMENT OF LICENSING - BUSINESS AND PROFESSIONS DIVISION

THIS CERTIFIES THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

LICENSING

CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER

DAVID R CONNELLY

1700766 License Number

09/16/2013 Issue Date

11/17/2026 Expiration Date

Marcus J Glasper, Director

RICHARD J. HAGAR, SRA

7433 S.E. 27th Street
Mercer Island, WA 98040
Business Phone: (206) 236-3037

National Speaker - Author - Lecturer - Educator

2000 to Present: **The Hagar Institute,** Mercer Island, WA
President

Nationally recognized Speaker, Author, Lecturer and Educator for banks, lending institutions, real estate professionals, law enforcement and numerous federal government agencies. Influential leadership relating to current legislation for industry guidelines and best practices in the lending and real estate sectors. Co-developed both: real estate classes delivered to professionals via Internet sites; as well as a break through system used to disseminate and sell clock-hour instruction. Nationally recognized instructor in Washington, and at least 10 other states, in the fields of: Compliance, Appraising, Real Estate Fundamentals, Real Estate Principles, Practices & Essentials, Ethics, Bank Compliance, Construction & Land Development, Selling/Listing/Marketing, and Mortgage Fraud, to name just a few.

1988 to Present: **American Home Appraisals** Mercer Island, WA
President / Consultant

SRA Designation with the Appraisal Institute (Fewer than 1% of appraisers nation-wide receive this designation.

Expert in appraising extreme high-end estates and unique homes, single & multi-family residences, condominiums, raw land and subdivisions. Appraisals with ancillary objectives such as: forensic appraising, loss of value involving legal questions, rights of ownership, easements, divorce, land-slides, waterfront, etc. Comprehensive appraisal work for local and national lenders, title insurance companies, attorneys, corporations as well as for private entities . Have been called upon to provide expert witness work and give testimony relating to Property Rights, Foreclosure, and Fraud in District, Superior and the Federal Court Systems in multiple states.

Expert Review appraiser for government agencies, attorneys, local and national lenders as well as for the Appraisal Institute. Specializing in the geographical areas of: King, Pierce, and Snohomish counties, Ocean Shores and areas of Eastern Washington.

2002 to Present: **North Seattle Community College,** Seattle, WA
Real Estate Instructor

Teach Washington State accredited classes to real estate professionals and lay people. Wrote, developed and instruct the following courses for NSCC: Real Estate Investment, Advanced Level Investment Strategies, Appraisal of multi-family and single family housing, as well as authored and instruct classes relating to Mortgage Fraud and Foreclosure.

1997 to 2006: **Professional Directions Inc,** Kirkland, WA
Real Estate Instructor

Developed and taught Washington State accredited classes to real estate professionals and lay people

1986 to 1988 **Ken Fletcher & Associates** Bellevue, WA
Professional Real Estate Appraiser

Appraised single family residences, condominiums, raw land, developed lots, construction appraisals, and final inspections in King and Snohomish counties.

1984 to 1989: **William A. Bain & Associates** (Coldwell, Banker, Bain Assoc) Bellevue, WA
Realtor / Sales Consultant /Development Coordinator

Recognized as a multi-million dollar Sales Associate specializing in the expensive home resale market as well as new construction, and condominiums.

Assisted developers and sellers by:

- Preparing market evaluations used in determining fair market value for homes, condominiums, and developments.
- Performance analysis for determining single family housing (the type, size, cost, and locations) for future developments.
- Interfaced with engineers, architects, and government agencies in creating plat layouts, plat approvals, and floor plans suitable for site and consumer demand.
- Vast knowledge of financing, mortgage banking, construction loans, and the escrow process

1978 to 1982: **B.C Northwest Construction General Contracting firm**. Issaquah, WA
Sales and Design Consultant / Development Coordinator / Land Purveyor

Designed homes and assisted in conceptualizing subdivisions, home(s) placement and acquisition of acreage for the specific purpose of creating new subdivisions.

Managed and interfaced with plat engineers, surveyors and government agencies while guiding projects through the entire governmental platting process. Platting process included both short and long plats between 2 and 128 lot subdivisions. Subdivisions included the acquisition of easement rights for ingress/egress, sewer and water together with arranging financing for the actual subdivision and ground breaking.

Assisted in acquisition of financing for the construction of more than 100 homes.

1977 to 1984: **The John's Real Estate Corporation** Mercer Island, WA
Sales Consultant / Plat Manager / Development Coordinator

Multi-million dollar producer, principally selling and listing homes for first time home buyers, time share condominiums, vacant land and recreational land in vacation or tourist spots in Washington.

Assisted in the development of single family homes for first time home owners.

Real Estate sales - residential, land, developments, and condominiums.

Assisting developers and sellers by:

- preparing market evaluations used in determining fair market value for homes, condominiums, and developments.
- performance analysis for determining single family housing (the type, size, cost, and locations) for future developments.
- interfacing with engineers, architects, and government agencies in creating plat layouts, plat approvals, and floor plans suitable for site and consumer demand.

Vast knowledge of financing, mortgage banking, construction loans, and escrow companies.

Author Supplement ~ to the resume of
RICHARD J. HAGAR, SRA

7433 S.E. 27th Street
Mercer Island, WA 98040
Business Phone: (206) 236-3037

National Speaker - Author - Lecturer - Educator

Mr. Hagar is considered by insiders to be a nationally recognized authority on all issues related to compliance and legislation relevant to real estate appraisals, lending, mortgage fraud and recent federal and state legal changes impacting the entire industry. As the author of 4 books, with the Reference Guide to Appraisal Review being the most recently published, Mr. Hagar frequently provides articles in nationally syndicated newspapers such as the Wall Street Journal and The Seattle PI, as well as in industry specific journals such as WorkingRE and AMLA. In addition to being a Webinar and class room instructor, he also hosts a monthly show on KPLU/NPR radio, as well as designing and authoring classes specifically tailored to the needs of lenders, appraisers, governmental regulators and law enforcement agencies.

Author and Instructor of the following:

Classes/Training

Bank Compliance, Credit Unions and Mortgage Brokers:

- Introduction To The **Bank Secrecy Act** and Anti Money Laundering (AML/BSA) - What's a SAR?
- Recognizing Frauds, Money Laundering And The Reporting of SARs
- The Prosecutor and Investigators Guide To Real Estate and Mortgage Fraud
- How One Loan Originator Destroyed A Bank
- What Policies And Procedures Mortgage Brokers Must Implement
- How to Identify and Prevent Real Estate and Mortgage Fraud
- Organized Crime's Involvement with Real Estate Fraud
- Real Estate Fraud - The Documents
- Real Estate Appraisers Involvement with Mortgage Fraud
- Foreclosure "Rescue" and Short-Sales

Appraisal classes:

- The Art of Determining Appraisal Adjustments
- Rejected Appraisals - Explanation of Fannie Mae's New Automated "Review" Program
- Appraiser Independence & Mandatory Reporting of USPAP Violations
- The Cost Approach, Why It's Important
- Land Value - How To Find Hidden "Sales" & Data
- Analyzing Purchase and Sale Agreements
- Uniform Appraisal Dataset and The Required New Language of Appraising
- Uniform Appraisal Dataset ~ The Detailed Explanation
- New Laws Impacting Appraisers and the Use of AMC's
- Appraisal Management Companies ~ Laws, Issues And Solutions
- Top 20 Questions Asked of Appraisers And How To Answer
- Valuing High End Properties
- Defining Market Value and How to Adjust For Concessions
- Appraising Ultra High End Homes
- Lender Pressure / Fraud
- What's My Backyard Worth?
- Real Estate Investment
- Fixer Uppers & Rehab
- Tools for Investors
- Real Estate Appraisal -Introduction
- Real Estate Appraisal - Advanced Feasibility Studies
- Appraisal of Small Income Residential Property
- Appraisal of Unusual Residential Properties
- Waterfront properties - Special Appraising Techniques
- Examining the Expert Witness (UW law school)

Real Estate classes:

- Real Estate Investment
- Appraisal of Small Income Residential Property
- Real Estate Appraisal
- How to Identify and Prevent Real Estate and Mortgage Fraud
- The Impact of Real Estate Fraud
- Issues with Foreclosures and Short-Sales
- Appraisal of High End Properties
- Real Estate Appraisal for Agents
- Real Estate Appraisal for Mortgage Brokers
- Valuation of Waterfront Properties
- Appraising Unusual Residential Properties
- The Growth management Act
- Top 20 Questions Asked of Appraisers And How to Answer
- Defining Market Value & How To Adjust for Concessions
- Use of Computers and other Technologies
- Lender Pressure
- Appraising High End Homes
- Fixer Uppers and Rehab.
- Tools for Investors
- Home Improvement & Fixer-Uppers
- Investment Tools & Resources
- Where Real Estate Prices are Headed
- Issues with Mortgage Elimination & Foreclosures

Other:

Instructor-Faculty: North Seattle Community College (NSCC)
2001- Present: Classes taught at NSCC:

- Res 183 Basic Appraisal Procedures
- Res 184 Residential Market Analysis
- Res 187 Residential Report Writing
- Res 106 Real Estate Fraud
- Res 107 Foreclosure Rescue and Short Sale Scams
- Res 210 Investment
- Res 240 Real Estate Economics

Books

Top Questions Lenders Ask Appraisers (And How The Should Be Answered)

Richard Hagar - 2015
The 50 questions clients and lenders ask appraisers along with the correct answers that the appraiser should supply. (Lender and appraiser versions)

Reference Guide To Appraisal Review

Richard Hagar – 2014
The laws, codes, interagency guidelines and Fannie Mae Requirements of Appraisal Review.

The Investigators Guide to Real Estate and Mortgage Fraud

Asked by various law enforcement agencies to write / publish a manual for Bank Regulators, Prosecutors, Police and Government Agencies (this book is not available to the general public). The book included specific State and Federal laws, time lines and indictments., and how to effectively prosecute.

Real Estate & Mortgage Fraud

Richard Hagar & John Woods – 2006

8 Steps Towards Real Estate Wealth

Richard Hagar – 2005 / 2008
30 Week Instruction Manual for College
Sold through Barnes and Noble Bookstores

Real Estate Advisor

Richard Hagar - 1997
Over 200 articles on various aspects of owning & operating real estate including:

- The Highs and Lows of Being a Landlord,
- First Time Home-Buyers Guide
- Time Shares, The Real Story,
- What Makes a Good Real Estate Agent & How to Select One,
- All About Lenders and How to Borrow Money.

Magazine & News Articles

More than 15 articles have been written for numerous national publications including:

- Working RE (real estate agent and appraiser)
- Valuation (real estate appraiser)
- Regulatory Crier (NASCUS)
- Seattle PI (general public)
- The Advocate (lender and mortgage brokers)

Co Author - Laws

- Washington Mortgage Brokers Practices Act (RCW.19.146)
- Federal SAFE ACT
- Foreclosure and Distressed Home Owners Act (RCW 59.18)
- Multiple States: Licensing of Appraisal Management Companies (Washington - RCW 18.235).

Education Supplement ~ to the resume of

RICHARD J. HAGAR, SRA

7433 S.E. 27th Street
Mercer Island, WA 98040
Business Phone: (206) 236-3037

National Speaker - Author - Lecturer - Educator

Appraisal AND Real Estate Agent Courses Taken:

USPAP. . . . . 7.0 credit hours 04/15
Puget Sound Real Estate Market Update. . . . . 2.0 credit hours 02.15
Escrow Scene Investigation. . . . . 3.0 credit hours 02/15
Fall Real Estate Conference 2014. . . . . 7.0 credit hours 10/14
Liability Issues for Litigation and Non-Lending Appraisal Assignments . . . . . 3.0 credit hours 08/14
Getting the Most Out of a " Green" Appraisal . . . . . 3.5 credit hours 08/14
Update of the UCDP and UAD . . . . . 2.5 credit hours 08/14
13 Legislative Actions .. . . . .5 credit hours 08/14
Appraiser Liability Issues.. . . . . 2 credit hours 08/14
USPAP Changes 2014/2015 . . . . . 1 credit hour 08/14

Business Practices & Ethics. . . . . 5 credit hours 07/13
Appraisal Curriculum Overview.. . . . . 7 credit hours 07/13
Current Issues in WA Real Estate. . . . . 3 credit hours 07/13
Washington Real Estate Transitions.. . . . . 3 credit hours 07/13
Foreclosure Fairness Mediation & Short Sales. . 4 credit hours 06/13
Law and the Appraiser .. . . . . 2 credit hours 05/13
Government Loans . . . . . 3 credit hours 05/13
All Residential All Day. . . . . 7 credit hours 03/13
Regression Analysis. . . . . 2 hours 09/12
USPAP Update 2012-2013. . . . . 7 credit hours 09/12
18th Annual Real Estate Conference.. . . . . 7.5 credit hours 12/11
Red Flags. . . . . 4 credit hours 11/11
RESPA Reform . . . . . 3 credit hours 10/11
Distressed Properties . . . . . 3 credit hours 10/11
ACOW Summit XIII Presenter of class ~ The Art of Appraisal Adjustments. . . . . 3 credit hrs 08/11
USPAP & Fannie Mae Compliance Issues . . . . . 2 credit hours 08/11
Medley of Appraisal Issues. . . . . 3 credit hours 08/11
The Dirty Dozen.. . . . . 3 credit hours 7/11
7 Hour National USPAP. . . . . 7 credit hours 11/10
ACOW Summit XII, Day 1 . . . . . 6 credit hours 8/10
ACOW Summit XII Day 2 . . . . . 6 credit hours 8/10
2009 Fall Real Estate Conference by AI. . . . . 7 credit hours 12/09
2008-2009 National USPAP Update .. . . . . 7 credit hours11/09
Title & Escrow Fundamentals . . . . . 3 credit hours 7/09
Appraiser Commission . . . . . 3 credit hours 5/09
USPAP 7 Hr Update and Business Practice Ethics 7 credit hours 10/08
Attacking/ Defending and Appraisals in Litigation. 6 credit hours 9/08
Appraising Legal Issues & Moot Court .. . . . . 6 credit hours 9/08
ACOW Summit Day 1 .. . . . . 3 credit hours 8/08
ACOW Summit Day 2. . . . . .6 credit hours 8/08
Real Estate Ethics.. . . . . 3 credit hours 7/08
Contract Law. . . . . 3 credit hours 7/08
Principles of Finance/Mortgage Market.. . . . . 3 credit hours 7/08
Taxation of Real Estate and Capital Gain.. . . . . 3 credit hours 7/08
Water Rights & Supply Issues. . . . . 3.5 credit hours 10/08
Buyer Agency.. . . . . 4 credit hours 7/08
Core Curriculum.. . . . . 4 credit hours 8/07
National USPAP.. . . . . 7 credit hours 6/07
Explaining Market Value. . . . . 2 credit hours 2/07

When Are You An Agent?. . . . . 3 credit hours 10/08
Legal Update. . . . . 3 credit hours 3/06
High Value Homes- Part 2. . . . . 4 credit hours 10/06
Appraising Waterfront Homes(OREA). . . . . 7 credit hours 8/06
Appraisal Today(OREA). . . . . 7 credit hours 8/06
Appraisal Today(OREA). . . . . 7 credit hours 8/06
Mortgage Fraud and Appraisers(OREA). . . . . 7 credit hours 8/06
Foreclosure Rescue Scams(KCBA). . . . . 6.5 credit hours 7/06
Subdivision Analysis. . . . . 4 credit hours 6/06
What is A Backyard Worth.. . . . . 7 credit hours 4/06
Hypothetical Cond. & Extraordinary Assump.. . . . 2 credit hours 2/06
National USPAP.. . . . . 7 credit hours 12/05
Appraisal Commission. . . . . 3 credit hours 11/05
Proposed Trainee Regs.. . . . . 6 credit hours 8/05
State Licensing Update.. . . . . .3 credit hours 8/05
Professional's Guide to URAR. . . . . 3.5 credit hours 7/05
Mathematical Modeling.. . . . . 3.5 credit hours 7/05
Battle in Seattle: Residential Hot Buttons.. . . . . 3 credit hours 7/05
Beat The Clock.. . . . . 3 credit hours 7/05
Appraising Ultra High End.Homes. . . . . 3 credit hours 7/05
New appraisal Forms. . . . . 3 credit hours 7/05
Hot Topics. . . . . 3 credit hours 7/05
Math Modeling.. . . . . 3 credit hours 7/05
Appraising The Tough Ones (AI).. . . . . 3 credit hours 5/05
Mortgage Fraud Case Studies . . . . . 6 credit hours 2/05
Real Estate Agent Ethics . . . . . 3.5 credit hours 12/04
Appraisers' Toolbox and Technology.. . . . . 4 credit hours 11/04
If Only the Appraiser Had Said No. . . . . 3 credit hours 8/04
Fannie Mae Forms Workshop . . . . . 3 credit hours 8/04
Analyzing Small Income Investment Properties . . . 3 credit hours 6/04
They Got Caught (Pro Directions). . . . . 3 credit hours 5/04
Understanding Credit Scoring (Chicago Title).. . . . 3 credit hours 5/04
Data Sources for Real Estate (AI) . . . . . 2 credit hours 5/04
Basic Income Capitalization (310)(AI). . . . . 30 credit hours 2/04
What's Legally Permissible? (AI). . . . . 2 credit hours 2/04
New Const. and Lien Issues (Chicago Title). . . . . 3 credit hours 11/03
Short Sales (First AM). . . . . 4 credit hours 10/03
Uniform Standards of Professional Pracitce (AI).. 7 credit hours 10/03
Real Estate Financing/Land Use Planning (AI). . . 2 credit hours 10/03
(MLS)Locator Computer Sys. (WAR). . . . . 3.5 credit hours 10/03
Lender Pressure (AI). . . . . 3 credit hours 8/03
Appraisal Landmines (AI). . . . . 7 credit hours 8/03
Washington State Appraisal Issues (AI).. . . . . 2 credit hours 5/03
Revisions to Real Estate Forms (WAR).. . . . . 7 credit hours 2/03
Real Estate Outlook (AI). . . . . 2 credit hours 2/03
What's my back yard worth? (AI). . . . . 7 credit hours 1/03
Business Market (AI). . . . . 2 credit hours 1/03
Understanding Mold Claims and Managing Risk.. . 2 credit hours 9/02
Fannie Mae, Appraisal Issues and D.T.U. . . . . 2 credit hours 6/02
Master Planned Community Development (AI).. . . 2 credit hours 4/02
Easements and Their Affect on Value (AI) . . . . . 4 credit hours 11/01
Partial Interest Valuation - Undivided (AI). . . . . 7 credit hours 10/01
Technology - the New Paradigm (AI). . . . . 4 credit hours 10/01

Making Money with Today's Technology
(Realtors) .. . . . . 3 credit hours 10/01
Price Sells Property (Pro Directions) . . . . . 3 credit hours 7/01
Keep Your License (Pro Directions). . . . . 7.5 credit hours 7/01
Puget Sound Residential Real Estate (AI). . . . . 2 credit hours 6/01
Uniform Standards of Professional Practice (AI). 8 credit hours 5/01
Waterfront titles in Washington. . . . . 3 credit hours 10/01
AIRD - Residential Database . . . . . 2 credit hours 11/00
Case Studies Residential Highest and Best use . . 7 credit hours 9/00
Washington Real Estate Practices. . . . . 30 credit hours 2/00
Appraising of Unusual Residential Properties .. . 2 credit hours 1/00
Automated Valuation Models . . . . . 7 credit hours 5/99
Loss Prevention Program for RE Appraisers. . . . 4 credit hours 10/99
The FHA and the Appraisal Process . . . . . 7 credit hours 9/99
Growth Management Act . . . . . 2 credit hours 4/99
Appraising Waterfront properties.. . . . . 2 credit hours 2/99
FNMA Requirements for Desktop Underwriting .4 credit hours 11/98
Appraising complex properties . . . . . 4 credit hours 11/98
Standards of Appraisal Practice .. . . . . 7 credit hours 9/98
Appraising High-Value and Historic Homes. . . . 7 credit hours 4/98
Growth Management . . . . . 5 credit hours 7/97
Alternative Residential reporting forms . . . . . 7 credit hours 2/97
Advanced Writing Skills . . . . . 7 credit hours 5/96
Legal Liabilities. . . . . 4 credit hours 1/96
Real Estate instructor training course, ... 15 credit hours 11/95
The Fundamentals of Relocation Appraisals . . . . 7 credit hours 10/95
Collateral Assessment Training. . . . . 7 credit hours 8/95
Appraising FHA Properties (HUD) .. . . . . 8 credit hours 11/94
Understanding Limited Appraisals & Report Opt .7 credit hours 7/94
Appraisal Review - Residential Properties . . . . . 7 credit hours 5/94
Real Estate Law (MYKUT) .. . . . . 30 credit hours 10/93
FIRREA/New URAR Seminar (AIREA) . . . . . 7 credit hours 10/93
Appraisal Review Symposium (AIREA) . . . . . 4 credit hours 10/92
U.S.P.A.P (Bellevue Community College) .. . . 15 credit hours 4/91
FIRREA/FNMA Requirements (AIREA) .. . . . . 7 credit hours 3/91
Residential Valuation (AIREA) . . . . . 39 credit hours 10/90
FIRREA Seminar
(Office of Thrift Supervision).. . . . . 4 credit hours 9/90
Real Estate Appraisal Principles (AIREA) . . . 39 credit hours 2/89
Standards of Professional Practice (AIREA) . 24 credit hours 4/88
Real Estate Contract Law (Board of Realtors) . 8 credit hours 1982
Real Estate Financing.. . . . . 7 credit hours 1982
Real Estate Finance & Law. . . . . 8 credit hours 1980

Additional Appraisal Seminars:
Mortgage Brokers Practices Act (Participated in creating the law)1994
Washington Mutual Appraisal Requirements 1991
FNMA Requirements Seminar (AIREA) 1990
Real Estate Values in King County (AIREA) 1989
FNMA/FHLMC Requirements Seminar (FHLBB) 1987

Bank Compliance Supplement ~ to the Resume of
RICHARD J. HAGAR, SRA

7433 S.E. 27th Street
Mercer Island, WA 98040
Business Phone: (206) 236-3037

National Speaker - Author - Lecturer - Educator

Advanced Instruction

Special training provided to Government and Banking Agencies including:

- Homeland Security
- Federal Bureau of Investigations (FBI)
- Secret Service
- Drug Enforcement Administration (DEA)
- Immigration Customs Enforcement (ICE)
- IRS - Criminal Investigations (IRS-CI)
- Federal Deposit Insurance Corporation (FDIC)
- Department of Financial Institutions (multiple states)
- Attorney's General Office (Multiple states)
- Corporate Securities and Finance
- Department of Licensing (Agent, Appraiser, Bank, Mortgage Broker - Multiple states)
- Association of Credit Union Internal Auditors (ACUIA)
- National Association of State Credit Union Supervisors (NASCUS)
- Multi-State Drug and Organized Crime Task Forces

Banks, Mortgage Lenders and Credit Unions ~ Compliance and Training Webinars

Author and Instructor:

- New Exemptions, Requirements, Audits, Compliance and Fines
- Appraisals and AMCs The Dodd-Frank Act Creates a New Compliance Reality
- Appraiser Independence and the Mandatory Reporting of USPAP Violations - Banking Version
- Required Licensing or Registration of Loan Originators
- Get Ready for the Implementation of the SAFE Act
- SAFE Act #3 Policies, Procedures and Compliance Considerations For Lending Institutions
- Identifying and Preventing Real Estate & Mortgage Loan Fraud for Banks & Lending Institutions
- Mortgage Loan Scams - When Real Estate Isn't "Real"
- Lawsuits and Banks
- Compensation: New Federal Regulations Impact Compensation
- Compliance, Audits and Foreclosures: What "Robo-signers" mean to Foreclosures and Small Banks
- Compliance Regarding Appraisals and AMCs
- Understanding Appraisal Management Companies (AMCs) & Other Third-Party Relationships
- Appraisal Process – New Requirements
- Appraisals: What You Need To Know NOW!
- Fannie Mae and Freddie Mac's Appraisal Requirements
- Appraisals: New rules, new forms, new procedures
- Understanding Commercial Real Estate Appraisals: Reviewing the Appraisal
- Appraisal Review - Saving Time and Cost
- Understanding the Loan Modification and Foreclosure "Rescue" Business

Focused Classes ~ Author and Instructor:

- Introduction To The **Bank Secrecy Act** and Anti Money Laundering (AML/BSA) - What's a SAR?
- Recognizing Frauds, Money Laundering And The Reporting of SARs
- The Prosecutor and Investigators Guide To Real Estate and Mortgage Fraud
- How One Loan Originator Destroyed A Bank
- What Policies And Procedures Mortgage Brokers Must Implement
- How to Identify and Prevent Real Estate and Mortgage Fraud
- Organized Crime's Involvement with Real Estate Fraud
- Real Estate Fraud - The Documents
- Real Estate Appraisers Involvement with Mortgage Fraud
- Foreclosure "Rescue" and Short-Sales

Member & Contributor

- International Association of Financial Crimes Investigators

Special Services - Fraud Profiling, Expert Witness or Consultant For:

- Department of Justice/US Attorney's Office Oregon and Washington.
- Attorney General - Washington, Oregon, Arizona, Illinois.
- Department of Financial Institutions - Washington, Arizona, and Indiana.
- Department of Corporate Securities and Finance - Oregon.
- Portland Police.
- Snohomish and King County Drug Task Force
- Clark County Sheriff's Office - Drug Task Force.
- Federal Public Defenders Office - Washington, and Oregon

"In the Media" ~ Supplement to the resume of

RICHARD J. HAGAR, SRA

7433 S.E. 27th Street
Mercer Island, WA 98040
Business Phone: (206) 236-3037

National Speaker - Author - Lecturer - Educator

Webinars created for National Magazine:
Working Real Estate 2011 to Present

- March 2015: How to Support and Prove Your Adjustments
- February 2015: Keeping Off Fannie Mae's New Appraiser "Black List"
- February 2015: Fannie Mae's AQM, Understanding Quality and Condition Ratings
- January 2015: Top 5 Questions Asked of Appraisers and How to Answer

Prior to 2014:

- Defining Market Value and How to Adjust for Concessions
- Appraiser Liability and Independence - How to Protect Yourself
- Fannie Mae's AQM and How To Stay Out of Trouble
- Appraisal Review & The Law
- Surviving AMCs: Get Paid & Protect Yourself
- 3 Part Series - How To Limit Liability, Maintain Independence & Fight Influence
- Appraisal Review & The Law
- Top 5 Questions Asked of Appraisers And How to Answer
- 1,000 Appraisals A Year: Realities of Appraiser Liability

NPR ~ KUOW 94.9 - Richard Hagar

01/13 Recovery Of The Housing Market? Your Housing Questions Answered
09/11 Your Housing Questions Answered
05/11 The Housing Market & You
02/11 Is it Ethical to Walk Away From a Mortgage?
10/10 Facing Foreclosure? How to Fight
09/10 Forestalling Foreclosure
05/10 The Housing Market
04/10 Foreclosures, The Housing Market & You
01/10 Foreclosures & You
07/09 Navigating the Current Housing Market
06/09 Shore Sales, Foreclosures & First Time Home Buyers
10/08 Buying or Selling A Home?
07/08 Real Estate & Mortgage Fraud
01/08 Foreclosures, Fraud

KPLU 88.5 Richard Hagar and John Maynard ~ Monthly: ***"Street Cents"***

10/13 Property $$: Computers Versus The Human Eye
09/13 New Apartments Filling Up While Retail Space Below Sits Empty
08/13 Buying A Historical Landmark
07/13 Seattle's Hot Housing Market Says " Buy Don't Rent"
06/13 Money For Thin Air: Selling Your Home's Air Rights
05/13 Better To Talk More And Text Less When Buying A Home
04/13 Foreclosed Houses At Higher Risk of Meth Contamination
03/13 Are You Living On A Garbage Dump?
02/13 Seattle Property Values: Catching Up with San Francisco?
01/13 High Tides And Storms Risky for Waterfront Property
12/12 Fewer Parking Spaces in Seattle
11/12 Full Disclosure or Risk a Lawsuit
08/12 Population Growth & Housing in Seattle
06/12 It's not an Apartment or a Condo, It's a Co-op!
05/12 Bank Loans hard to get for Fire Stations & Churches
03/12 Real Estate Commissions Aren't Set in Stone
02/12 Rough Time Refinancing? Try Again
01/12 Not all Condos are Buildings in the Investment World
12/11 For Some, Adjustable Rate Mortgages Make Sense
11/11 Banks Give Money For Keeping A Foreclosed House Looking Good
09/11 New Home Sales: Great Deals in Center of Our State or at the End of A Runway
08/11 Aurora Motels - Entering a Time of Change
05/11 Bad Traffic and Future Congestion Could Sabotage Home Sales
04/11 Relief for Strapped Borrowers: "Foreclosure Fairness" Is Now Law
04/11 How High and Low Can You Go
03/11 Walking Away From A Mortgage
02/11 Seattle Area Foreclosures Surpass National Average
12/10 Wrongful Foreclosures

Radio Shows:

- Monthly on KPLU/Seattle, Title of Show: ***"Street Cents"***
- Quarterly on NPR/KUOW

EXHIBIT “A”

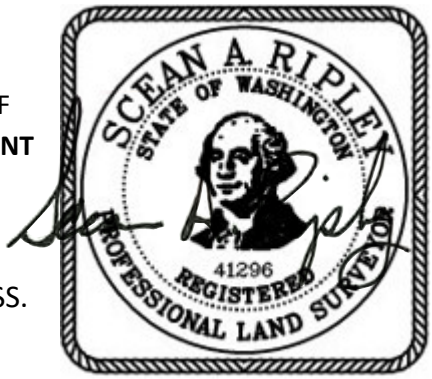
(RIGHT-OF-WAY VACATION DESCRIPTION)

THAT PORTION OF 100TH STREET SW (KNOWN AS LAKE STEILACOOM AVE AS SHOWN ON “LAKE STEILACOOM PARK” PLAT, RECORDED UNDER VOLUME 4, PAGE 103, RECORDS OF PIERCE COUNTY, WASHINGTON), LYING WEST OF DEKOVEN DRIVE SW (KNOWN AS PARK BOULEVARD OF SAID PLAT) AND EAST OF STEILACOOM LAKE; BEING A PORTION OF THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER, OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF LAKEWOOD, PIERCE COUNTY, WASHINGTON; SAID BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL DESCRIBED IN A QUIT CLAIM DEED RECORDED UNDER RECORDING 201912110114 (TAX PARCEL NUMBER 5030001430) RECORDS OF SAID COUNTY, ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 100TH ST SW;

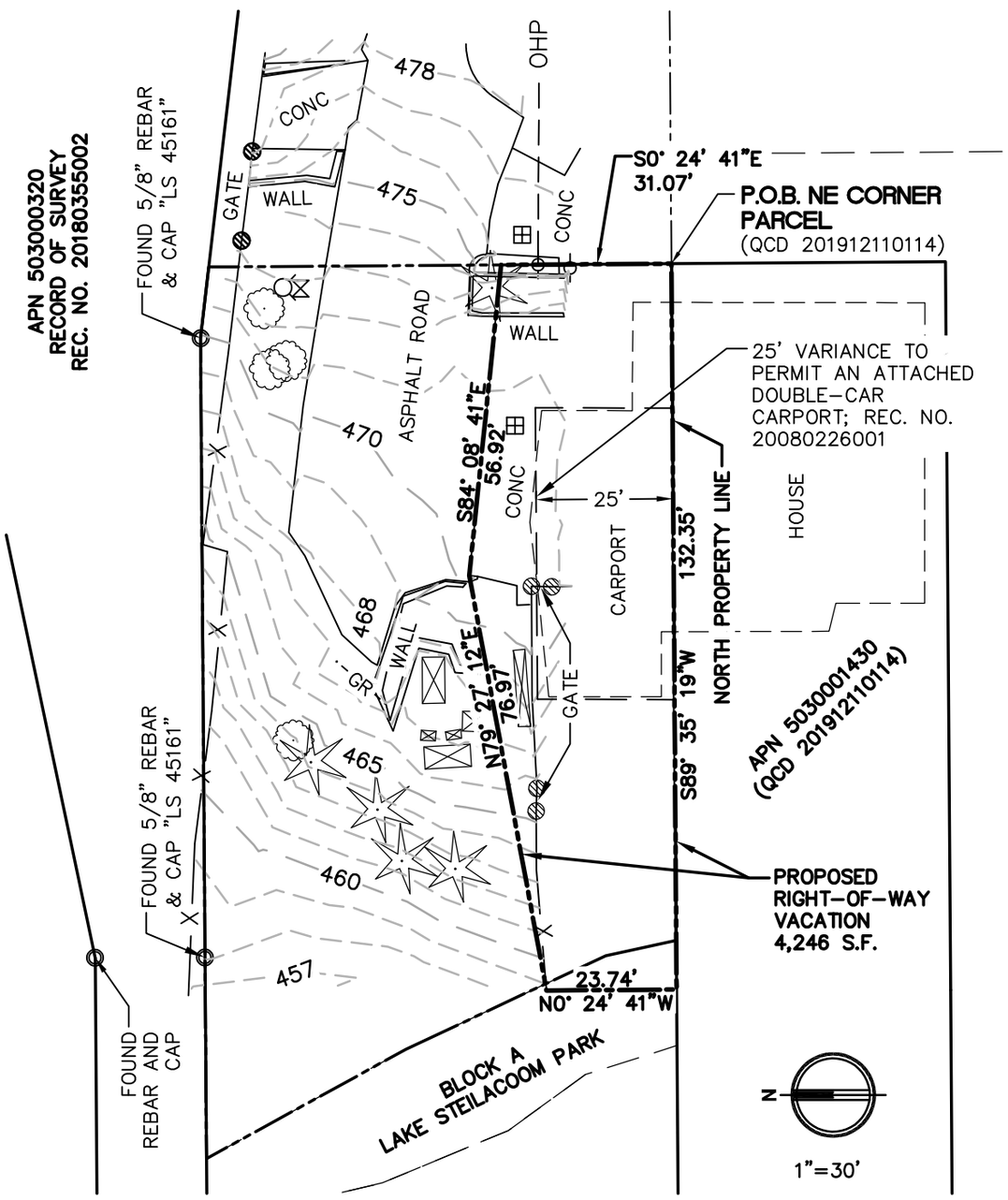
THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL, SOUTH 89° 35’ 19” WEST, 132.35 FEET;
THENCE LEAVING SAID NORTH LINE, NORTH 00° 24’ 41” WEST, 23.74 FEET;
THENCE NORTH 79° 27’ 17” EAST, 76.97 FEET
THENCE SOUTH 84° 08’ 41” EAST, 56.92 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF AFORESAID PARCEL;
THENCE SOUTHERLY ALONG SAID EXTENSION AND SAID EAST LINE OF AFORESAID PARCEL, SOUTH 00° 24’ 41” EAST, 31.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,246 SQUARE FEET, OR 0.10 ACRES MORE OR LESS.



09/16/2026

EXHIBIT "B1"



LEGEND

	FOUND PROPERTY CORNER
	GATE POST
	PLANTER BOX
	UTILITY POWER POLE
	FIRE HYDRANT
	WATER METER
	WATER VALVE
CONC	CONCRETE PAD
GR	GUARD RAIL
	CONIFEROUS TREE
	DECIDUOUS TREE
OHP	OVERHEAD UTILITIES
X	FENCE

[TOPOGRAPHY SHOWN HEREON WAS PREFORMED MAY 2024]

SCEAN A. RIPLEY
STATE OF WASHINGTON
41296
REGISTERED
PROFESSIONAL LAND SURVEYOR

09/16/2026

JOB NO. 2240209.50
09/16/26
R.O.W. VACATION EXHIBIT
LEGAL BY: SR EXHIBIT BY: FS
NE 1/4, NE 1/4, S3, T19N, R2E
w:\sdskproj\2024\2240209\2240209 rw vacation.dwg

AHBL
2215 North 30th Street,
Suite 200,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

PROJECT MEMO

TO:	Clint Johnson 6926 100th Street SW Lakewood, WA 98499	**DATE:**	September 16, 2026
FROM:	Scean Ripley, PLS Tacoma - (253) 383-2422	**PROJECT NO.:** **PROJECT NAME:**	2240209.50 100th St ROW Vacation
SUBJECT:	Response to City's comments dated 09/08/2026		

Dear Mr. Johnson,

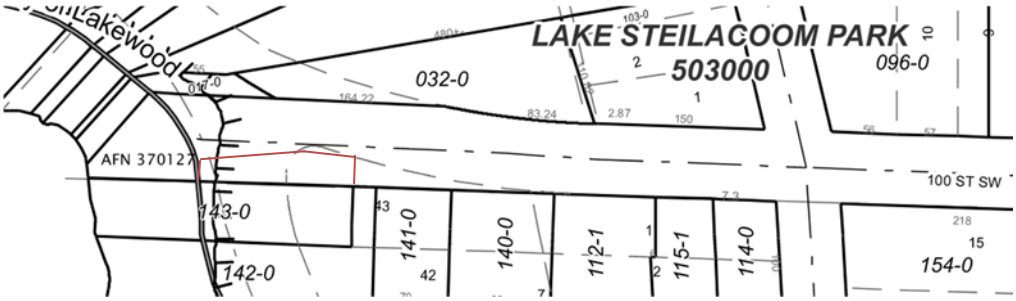
The following is our response to the City of Lakewood staff comments regarding the proposed 100th Street SW right-of-way vacation:

- Westerly boundary / OHWM
  - The submitted survey identifies the westerly boundary as the "edge of water as located in May 2024." Because the water's edge is variable, additional information is needed to establish the proposed vacation boundary.
  - Provide a revised survey/legal description tied to the ordinary high water mark (OHWM); identify the method, date, and surveyor responsible for locating the OHWM; and confirm whether any portion of the proposed vacation lies waterward of the OHWM.
  - Ch. 58.09 RCW; Ch. 90.58 RCW; LMC Title 16 Lakewood Shoreline Master Program

Response:

The "Edge of Water" notation shown on the survey was intended for informational purposes only and was not intended to represent a property boundary, ownership line, or the limits of the proposed vacation area. To eliminate potential confusion, the "Edge of Water" reference has been removed from the legal description and exhibit map.

Based on our review, the OHWM is not necessary to define the limits of the proposed vacation. The existing right-of-way for 100th Street SW includes portions of Lake Steilacoom Avenue, Lake Boulevard, and Block A as shown on the plat of Lake Steilacoom Park, recorded in Volume 4, Page 103, Records of Pierce County, Washington. The area proposed for vacation is located primarily within Lake Boulevard and a small portion of Block A.



Regarding Chapter 58.09 RCW, it is our understanding that the City's concern may relate to discrepancies or encroachments identified during the survey process.
The purpose of the proposed vacation is to resolve existing encroachments affecting the right-of-way. Upon completion of the vacation, those encroachments would no longer exist. Should the vacation not be approved, a Record of Survey would be prepared and recorded in accordance with applicable statutory requirements.

With respect to Chapter 90.58 RCW and the Lakewood Shoreline Master Program, we understand these regulations may affect shoreline jurisdiction, permitting, and development review. However, they are not necessary for establishing the proposed vacation boundary, which is based on existing platted right-of-way. If the City requires identification of the OHWM for future improvements or shoreline permitting considerations, we believe that would be a separate matter from the right-of-way vacation request currently under review.

- Survey flagging
    - The application includes a sealed survey, but the materials submitted do not indicate whether the proposed vacation boundaries were physically flagged.
    - Confirm whether the boundaries were flagged and provide the date and photographs, if available.
    - LMC 12.05.220(C)(3)

Response:

The original petition line was flagged in the field during our survey efforts. As the revised vacation proposal moves forward, we will schedule our survey field crew to stake the proposed vacation boundary and document the staking with photographs. Our field crews are currently scheduled approximately three weeks in advance. We will provide photographs and supporting documentation following completion of the field work and will advance the work sooner if scheduling permits.

Scean Ripley, PLS
AHBL Survey Project Manager

c: Chris Dodos - AHBL

Q:\2024\2240209\50_SUR\NON_CAD\Outgoing\20260916 Legal Description_Momo w-response to city comments\2240209.50 ROW Vac of 100th St in Lakewood_Memo responce to city comments.docx

PETITION FOR VACATION OF STREET OR ALLEY

City of Lakewood | Planning & Public Works

Authority: Chapter 35.79 RCW · RCW 35A.47.020 · Chapter 12.05 LMC, Article II

TO THE LAKEWOOD CITY COUNCIL: The undersigned, being owners of an interest in real property abutting the street or alley described below, respectfully petition the City Council of the City of Lakewood, Pierce County, Washington, to vacate the right-of-way described in Section 1, pursuant to Chapter 35.79 RCW, RCW 35A.47.020, and Chapter 12.05 LMC, Article II.

This petition must be signed by the owners of more than two-thirds (2/3) of the property abutting upon the portion of the street or alley sought to be vacated. Sufficiency of the petition is governed by RCW 35A.01.040. *(RCW 35.79.010; LMC 12.05.210, 12.05.220(A))*

1. RIGHT-OF-WAY PROPOSED FOR VACATION

LMC 12.05.210 – .220

STREET OR ALLEY NAME

6926 100th St SW

AREA TO BE VACATED (SQ. FT.)

4246

ADJOINING / ABUTTING PARCEL NO(S).

5030001430

RECORDED PLAT, DEED, OR DEDICATION INSTRUMENT

201912110114

LOCATION AND DESCRIPTION OF AREA PROPOSED TO BE VACATED *(full or partial street end; describe the portion retained, if any)*

A portion of the public right of way that lies within the owner's carport, parking area and fence.

Attach: an exact legal description of the portion of right-of-way to be vacated, prepared and sealed by a professional land surveyor registered in the State of Washington. All surveys shall be accomplished as required by Chapter 332-130 WAC and the Survey Recording Act, Chapter 58.09 RCW, and shall identify the specific parcels abutting the right-of-way. Flagging indicating the boundaries of the street or alley shall be installed when the survey is conducted. *(LMC 12.05.220(C))*

2. RESERVATION OF EASEMENTS

RCW 35.79.030; LMC 12.05.250

The City of Lakewood retains, and retains the right to exercise and grant, easements in, under, over, and across the area proposed to be vacated for the construction, repair, and maintenance of existing and future public utilities and services, including easements for utility companies duly franchised in the City of Lakewood. Any ordinance vacating the area may retain such easements or require their conveyance. Approval of this petition does not release, relocate, or extinguish any easement or utility facility unless the vacating ordinance expressly so provides. Relocation of any facility is at the petitioners' sole expense.

3. WATER BODY DETERMINATION

RCW 35.79.035; LMC 12.05.240

Does any portion of the right-of-way proposed for vacation abut a body of fresh or salt water? ☑ **YES** ☐ **NO**

IF YES, NAME OF WATER BODY

Lake Steilacoom

If any portion abuts a body of fresh or salt water, the City **shall not** vacate the street or alley unless the additional criteria and requirements of LMC 12.05.240 and RCW 35.79.035 are satisfied. These include a City resolution and findings that the right-of-way is not presently used as a street or alley and is not suitable for port, beach or water access, boat moorage, launching sites, park, public view, recreation, or educational purposes; an inventory of all rights-of-way abutting the same body of water; a suitability study; posted notice at the site; a finding that the vacation is in the public interest; and **payment of the full fair market value before the vacation becomes effective**. The City's use of the proceeds is restricted by statute.

4. PETITIONER STATEMENT ON COUNCIL DECISION CRITERIA

LMC 12.05.230(F)

The City Council's determination shall include, but is not limited to, the following criteria. Respond to each below or attach a narrative. Responses are the petitioners' statements and are not findings of the City.

PETITION FOR VACATION OF STREET OR ALLEY

City of Lakewood · LMC 12.05, Article II

4.1 WHETHER A CHANGE OF USE OR VACATION WILL BETTER SERVE THE PUBLIC GOOD

Yes, it will resolve the matter of the perpetual variance over the public right of way without vacat

4.2 WHETHER THE STREET OR ALLEY IS NO LONGER REQUIRED FOR PUBLIC USE OR PUBLIC ACCESS

N/A

4.3 WHETHER SUBSTITUTION OF A NEW AND DIFFERENT PUBLIC WAY WOULD BE MORE USEFUL TO THE PUBLIC

N/A

4.4 WHETHER CONDITIONS MAY SO CHANGE IN THE FUTURE AS TO PROVIDE A GREATER USE OR NEED THAN PRESENTLY EXISTS

Not likely

4.5 KNOWN OBJECTIONS BY ABUTTING PRIVATE PROPERTY OWNERS, GOVERNMENTAL AGENCIES, OR MEMBERS OF THE PUBLIC

Variance re carport, parking area and fence line

5. PETITIONER SIGNATURES

RCW 35.79.010; LMC 12.05.230(C)

Print your name beneath your signature and print your complete mailing address legibly to assure notice of the public hearing. Attach additional sheets in the same format if needed.

1. PRINCIPAL PETITIONER

SIGNATURE	PRINT NAME
Clint Johnson (Sep 24, 2026 18:10:09 GMT+1)	Clint Johnson

PIERCE CO. PARCEL NO.	ABUTTING FRONTAGE (LF)	MAILING ADDRESS
5030001430		6926 100th St SW, Lakewood WA 98499

2. PETITIONER / ABUTTING OWNER

SIGNATURE	PRINT NAME
Sharlynn Gates (Sep 24, 2026 18:35:35 GMT+1)	Sharlynn Gates

PIERCE CO. PARCEL NO.	ABUTTING FRONTAGE (LF)	MAILING ADDRESS
same		same

3. PETITIONER / ABUTTING OWNER

SIGNATURE	PRINT NAME

PIERCE CO. PARCEL NO.	ABUTTING FRONTAGE (LF)	MAILING ADDRESS

PETITION FOR VACATION OF STREET OR ALLEY

City of Lakewood · LMC 12.05, Article II

4. PETITIONER / ABUTTING OWNER

SIGNATURE | PRINT NAME

PIERCE CO. PARCEL NO. | ABUTTING FRONTAGE (LF) | MAILING ADDRESS

5. PETITIONER / ABUTTING OWNER

SIGNATURE | PRINT NAME

PIERCE CO. PARCEL NO. | ABUTTING FRONTAGE (LF) | MAILING ADDRESS

6. PETITIONER / ABUTTING OWNER

SIGNATURE | PRINT NAME

PIERCE CO. PARCEL NO. | ABUTTING FRONTAGE (LF) | MAILING ADDRESS

7. PETITIONER / ABUTTING OWNER

SIGNATURE | PRINT NAME

PIERCE CO. PARCEL NO. | ABUTTING FRONTAGE (LF) | MAILING ADDRESS

8. PETITIONER / ABUTTING OWNER

SIGNATURE | PRINT NAME

PIERCE CO. PARCEL NO. | ABUTTING FRONTAGE (LF) | MAILING ADDRESS

6. STATEMENT OF UNDERSTANDING AND EXECUTION

Chapter 35.79 RCW; LMC 12.05, Article II

In signing this petition, the Principal Petitioner certifies that he or she has read, understands, and agrees to the following:

☑ **Title is not warranted.** The City of Lakewood does not warrant title to any vacated land. Such title as passes by virtue of the vacation vests according to law. Petitioners are advised to obtain independent legal and title advice.

☑ **Council discretion.** Filing this petition does not entitle petitioners to a vacation. The City Council may grant, condition, or deny the petition. If granted, the vacation is accomplished by ordinance with such conditions or limitations as the Council deems necessary to preserve any desired public use or benefit. *(LMC 12.05.250)*

☑ **Hearing.** Upon receipt of the petition, the Director or designee shall bring the petition before the City Council within 30 calendar days. The Council shall fix the hearing date by resolution, not more than 60 days nor less than 20 days after adoption of the resolution. *(LMC 12.05.230(A))*

☑ **Notice.** Not less than 20 days' notice of the hearing will be given by publication, by posting placards at each end of the street or alley, and by mail to all petitioners, to owners of abutting property, and to owners of property within 300 feet of the area to be vacated. Notice will also be sent to the designated representative of the petitioners. *(LMC 12.05.230(C))*

☑ **Objections.** The statutory protest bar — under which written objections by 50 percent or more of the abutting owners prohibit the City from proceeding — applies to a City Council-initiated vacation, not to a vacation initiated by petition. *(RCW 35.79.020; LMC 12.05.230(D))* Objections to a petitioned vacation by abutting private property owners, other governmental agencies, or members of the public are nonetheless a criterion the City Council must consider in deciding whether to vacate. *(LMC 12.05.230(F)(5))*

☑ **Compensation.** Compensation is **not** fixed at one-half of the appraised value in every case. Where the area has been dedicated public right-of-way, open or unopened, for 25 years or more, or was acquired at public expense, the City may require up to the full appraised value; and where any portion abuts a body of fresh or salt water, no vacation is effective until the full fair market value has been paid. In all cases petitioners also pay the full cost of physical closure and road repairs, and payment is due **prior to the effective date** of the vacating ordinance. Appraised value is determined from an appraisal by a state-certified appraiser holding an MAI or SRA designation from the Appraisal Institute, obtained at petitioners' expense. *(RCW 35.79.030, .035; LMC 12.05.240(B)(5); 12.05.260(A), (D))*

☑ **Recording.** A certified copy of any ordinance vacating the right-of-way will be recorded by the City Clerk with the Pierce County Auditor. *(LMC 12.05.270)* All recording fees and associated costs are the responsibility of, and shall be paid by, the petitioners.

☑ **Accuracy.** The information provided in this petition and its attachments is true and correct to the best of the Principal Petitioner's knowledge.

DESIGNATED REPRESENTATIVE FOR NOTICE	EMAIL	TELEPHONE
Heather Burgess	"Heather Burgess" <hburgess@d	360-742-3500

MAILING ADDRESS OF DESIGNATED REPRESENTATIVE

909 A Street, Suite 900, Tacoma WA 98402

RESPECTFULLY SUBMITTED THIS 21 DAY OF September , 20 26

SIGNATURE OF PRINCIPAL PETITIONER	DATE
Clint Johnson (Sep 24, 2026 18:10:09 GMT+1)	Sep 24, 2026

Submit to: *City of Lakewood, Planning & Public Works, 6000 Main Street SW, Lakewood, WA 98499. This form is prescribed by the Director pursuant to LMC 12.05.220(A). In case of conflict between Chapter 12.05 LMC, Article II and Chapter 35.79 RCW or RCW 35A.47.020, the statutory provisions control. (LMC 12.05.200)*

COL Pet 092026

Final Audit Report 2026-09-24

Created:	2026-09-24
By:	Jonathan Whittington (jwhittington@dfpblaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6WXmP7bXVm6o7RjKp05UHHi0zZeIJ4l5

"COL Pet 092026" History

Document created by Jonathan Whittington (jwhittington@dfpblaw.com)
2026-09-24 - 4:47:30 PM GMT

Document emailed to cpjlakewood@hotmail.com for signature
2026-09-24 - 4:48:53 PM GMT

Email viewed by cpjlakewood@hotmail.com
2026-09-24 - 5:08:53 PM GMT

Signer cpjlakewood@hotmail.com entered name at signing as Clint Johnson
2026-09-24 - 5:10:07 PM GMT

Document e-signed by Clint Johnson (cpjlakewood@hotmail.com)
Signature Date: 2026-09-24 - 5:10:09 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Document emailed to Sharlynn Gates (sgates6716@aol.com) for signature
2026-09-24 - 5:10:11 PM GMT

Email viewed by Sharlynn Gates (sgates6716@aol.com)
2026-09-24 - 5:34:29 PM GMT

Document e-signed by Sharlynn Gates (sgates6716@aol.com)
Signature Date: 2026-09-24 - 5:35:35 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-09-24 - 5:35:35 PM GMT

j.a. brennan associates PLLC
landscape architects & planners
2701 First Avenue | Suite 510 | Seattle, WA 98121
t | 206.583.0620 | w | jabrennan.com

City of Lakewood Street Ends Water Access Concept Designs

Technical Memo

To:	**City of Lakewood – Parks, Recreation and Community Services** Mary Dodsworth, *Director* Stacey Reding, *Capital Projects Coordinator*	**Date:**	11-22-2022
From:	J. A. Brennan Associates, PLLC	**Project:**	City of Lakewood Street Ends Water Access Concept Designs
	Street Ends Water Access Concept Designs Technical Memo		

Introduction

The City of Lakewood contracted with Landscape Architecture firm JA Brennan Associates to complete an inventory of street ends as public access sites in an effort to explore the potential to enhance and better connect the community to water-access within the City. Street ends are designated public right-of-way (ROW) and border four lakes within the City including American Lake, Gravelly Lake, Lake Louise, and Lake Steilacoom. Following field assessment for each site, research has been conducted to review policy relating to the development of each site, and a design program was developed to guide schematic-level development. Using field observation, City GIS data, and following equity and environmental goals outlined in regional and City planning documents; concept site plans and cost estimates have been developed for each location.

These sites were previously selected and assessed in 2009 with Parks and Recreation Advisory Board (PRAB) review and recommendation as shown in Appendix A on page 33. During the previous assessment and report, 14 total sites were selected to measure potential for public access and gauge community support of future potential development.

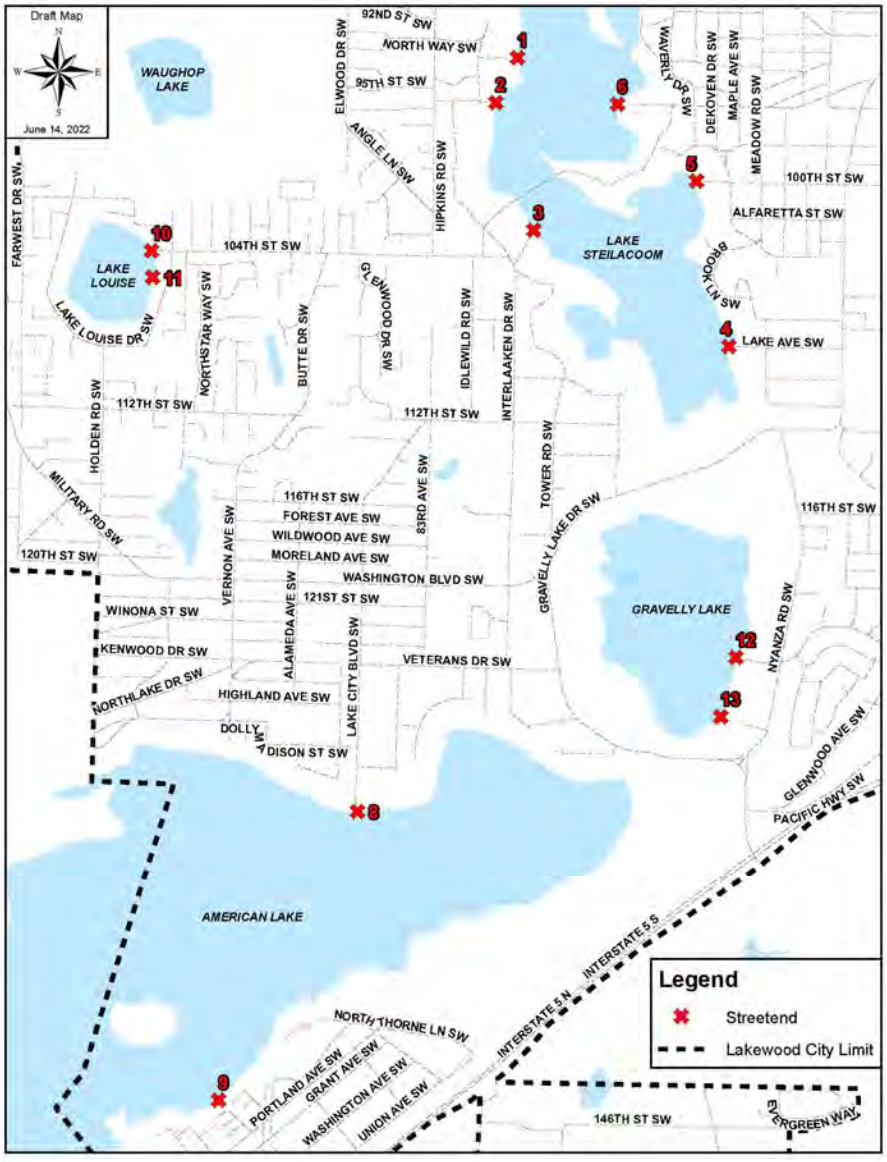
As outlined in the following memo and proposed concept site plans, the potential for improved waterfront access will enhance and expand recreational opportunities for the community and meet the needs of comprehensive and recreational policy plans by improving access to water, improving and increasing recreational opportunities while providing thoughtful environmental management. The scale of opportunity for access improvements is varied as each site is unique in size, terrain, vegetation and existing capacity for use. Due to current site access challenges including dense vegetation and impassable terrain encountered during field assessment, two of the 12 total sites were not included in the site plan proposed development designs (Hilltop Ln on Gravelly Lake and Holly Hedge Ln on Lake Steilacoom).

The project site numbering follows the numbering system developed as part of the 2009 Lakefront Street Ends Summary Table as shown in Fig 1. and by map in Fig 2.

Figure 1: Street Ends

Street End Site	Lake
1. Westlake Ave	Steilacoom
2. Mt Tacoma Dr	Steilacoom
3. Beach Lane	Steilacoom
4. Lake Avenue	Steilacoom
5. 100th Street	Steilacoom
6. Holly Hedge Ln.	Steilacoom
8. Lake City Blvd	American
9. Wadsworth St	American
10. 104th St/ Melody Ln	Louise
11. Holden St	Louise
12. Hilltop Ln	Gravelly
13. Linwood Ln	Gravelly

Figure 2: Street End locator map developed in 2009



Design Considerations

- One of the four lakes within the City currently has no developed public access to the water- Gravelly Lake
- Current public access to water within Lakewood is limited and capacity issues at certain sites such as American Lake Park has experienced safety issues in recent years.
- Creating equitable access to the water throughout the City is desired
- Inquiries from the public regarding access to the water via street ends at all of lakes continue to be made with emphasis on seasonal peaks in demand during the summer months

Preliminary Project Goals

1. Improve utilization of public land for all people
2. Improve sense of place at designated street ends
3. Provide community and neighborhood water access
4. Improve the livability of Lakewood
5. Improve the diversity of recreational activities
6. Improve and promote environmental stewardship
7. Provide ADA access (at a minimum of one site per lake)**
8. Enhance views
9. Consider impacts on and to neighbors
10. Improve community walkability
11. Enhance visibility via CPTED practices to improve site safety
12. Improve wayfinding to and at each site
13. Create equitable lake access and recreation on public lands

**ADA Access: Harry Todd Park, on the south side of American Lake in the Tillicum community was recently improved in 2021 to provide ADA access and planning & future construction are currently underway to provide ADA access to the lake at American Lake Park (slated to be completed by 2024).

Criteria for Proposed Improvement of Sites for Design

- Sites previously identified and assessed as outlined in City of Lakewood Legacy PROS Plan
- The site can support a diversity of recreation and includes easy access to the lake's waterfront.
- Unused or under-utilized City ROW has the opportunity for improved public access to the lakefront.

Supporting Plans and Policies

- State SCORP Plan
- City of Lakewood Legacy PROS Plan
- City of Lakewood Shoreline Management Program
- Lakefront Street Ends Summary Book Report August 15, 2008
- Relevant Code to consider as development occurs:
    - LMC Chapter 14.02 Environmental Rules and Procedures
    - LMC Chapter 18A.70 Community Design, Landscaping, and Tree preservation

Other Related Plans and Documents

- Pierce County Bike Map Plan

Property Ownership Considerations

- Some sites appear to have encroachment by neighbors, which will need to be formally identified through future site surveys and legally addressed before finalizing any implementation strategy.

Site Inventory & Analysis

For this inventory, JA Brennan Associates completed a site visit with City staff and completed a photographic inventory. Using City GIS data and field observations, a base map for each site has been prepared in coordination with City staff. The inventory includes site soils, topography, limited wind and wave impacts analysis, views, surrounding land use, existing and proposed access, and vegetative communities. Following is a summary of the findings and observations of the access sites.

Site Soils Summary:

Soils investigation was based on a limited review of the Natural Resource Conservation Service (NRCS) data. For the most part, the soils are consistently the same. During the next stage of design, a geotechnical investigation is recommended to verify soil for the sites if structures are proposed, as required. Several sites have nothing more than paths and landscaping and will not need geotechnical work.

The site soil appears suitable for site development. The NRCS classification notes include:

- Pierce County Area, Washington
  41A—Spanaway gravelly sandy loam

"The Spanaway series consists of very deep, somewhat excessively drained soils that formed in glacial outwash. They are on terraces and plains. Slopes are 0 to 15 percent. The mean annual precipitation is about 1,270 millimeters. The mean annual temperature is about 10 degrees C."

Verify soils for each site, as required.

Zoning Summary:

A review of the land use code was conducted to assess the surrounding zoning for each site. The zoning is consistently R2 or R3, which is single-family residences.

Residential R3 – Single family residence – Section 18A.10.120
"The Residential 3 (R3) and Residential 4 (R4) zoning districts are the City's primary residential zones, which provide for single-family dwellings in established residential neighborhoods. The Residential 4 (R4) designation provides for increased residential density through smaller lot sizes and allowance for residential development comprising two (2) units per lot.

The R3 and R4 zoning districts are applicable to lands designated Single-Family in the comprehensive plan."
Link:
https://lakewood.municipal.codes/LMC/18A.10.120

Residential R2 – Single family residence – Section 18A.10.120
"The Residential 1 (R1) and Residential 2 (R2) zoning districts provide for a continuation of large residential lots in specific areas where a pattern of large lots and extensive tree coverage exists. These zoning districts seek to preserve the identity of these residential areas, preserve significant tree stands and riparian environments along lake shores and within stream corridors, and reduce traffic volumes in the east-west arterial corridors.

Applicability. The R1 and R2 zoning districts are applicable to lands designated Residential Estate in the comprehensive plan."

Link:
https://lakewood.municipal.codes/LMC/18A.10.120

Shoreline Critical Area Ordinance:

The Shoreline Management Program and Chapter 14.02 Environmental Rules and Procedures should be consulted during any future final design development to comply with regulatory policy.

Field observations noted indication of wetland species. An OHWM delineation should be performed for the next phase of the design as development within critical area buffers such as along a shoreline or wetland, including impervious surfaces, is subject to the requirements for Critical Areas contained in this SMP. Impervious surface coverage within the approved lake setback shall be limited to ten percent (10%) within twenty-five (25) feet of the OHWM and twenty percent (20%) within the remaining portion of the applied setback.

Program and Concept Design

The project aims to develop ROW street end sites to improve water access to the variety of lakes in the City of Lakewood for the greater community and to provide opportunities for passive activities at each site. The primary passive activities may include:

1. Lake and wildlife viewing
2. Hand-carry boating access
3. Small gathering
4. Wading
5. Picnicking
6. Fishing
7. Socializing

Design Approach

The following is a list of activities and facilities planned for the sites depending on site conditions. These program elements will be common to each site as appropriate to the scale, vegetation, and topography.

Consistent design program elements between sites include:

Parking Strategy:

a. Prioritize using existing available parking in the ROW, with no significant improvements. No vehicular parking stall striping will be provided unless a site is ADA accessible.
b. ADA parking at sites designated as accessible only. ADA stall will be designed to meet van stall guidelines. One stall with 96" (8') parking space and a 96" (8') aisle, or a 132" (11') parking space and a 60" (5') aisle.
c. One ADA site per lake with a preference for Westlake on Steilacoom Lake, Lake City Blvd on American Lake & Holden St. on Lake Louise
d. Parking area will be paved and/or striped to meet ADA van stall criteria with a connecting accessible route
e. Priority is for improved pedestrian access for the neighborhood and not to emphasize creating new parking spaces
f. Bicycle parking is proposed for each site
g. No parking signs as necessary

Placemaking — A small entry space or plaza at each site. Space may include:

a. Site marker – that includes the name of the lake. Use a consistent theme or vernacular as a place-making element. The proposed marker feature is a decorative steel pole that names the lake as a common identity or wayfinding marker to the Lake.
b. Stainless steel pipes provide consistent eye-catching access markers at each site. Pipes will have lake names with blue vinyl letters and blue vinyl stripes that echo the water droplet pattern.
c. Benches & Picnic Tables
d. Bike parking – Simple U-style lock-up station.
e. Gathering areas and paths shall be crushed rock for all non-accessible areas. Accessible sites will include an asphalt paved walkway.
f. Conceptual Public Art Graphics– on flatwork at street end entry and on vertical concrete walls where they exist at a site. Develop a consistent theme for the flatwork and art painting. The concept plan work has proposed a water droplet or wave ripple effect created using a colored

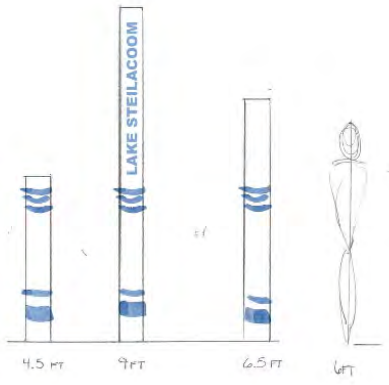


Figure 1: Potential marker concept

thermoplastic surface treatment. The thermoplastic paint system is available in a variety of widths and colors.

g. Bollards – as traffic control barriers in place of traffic guardrails to create open views and enhance a sense of arrival.

Signage:

a. Improve awareness of the street end access; include offsite signage that directs the community and neighbors to the street end water access sites. These could be on the closest arterial street.
b. Signage/wayfinding at site entrance for public access points at least one sign per site.
c. Park Rules Sign with Parks preferred policy for users to 'pack-it-in, pack-it-out'
d. Interpretive signs, where appropriate

Pathway to water:

a. Pathways will be laid out to preserve existing significant tree features to the extent possible
b. To support improved inclusivity and usability of the street end access, to the extent feasible, the improvements will create pathway routes that follow the 2015 Architectural Barriers Act Standards (ABAS).
c. Accessible route longitudinal running slope should not exceed 8.33% following the technical requirements of the outdoor developed area guidelines Chapter 10 ABA Standards (https://www.access-board.gov/aba/guides/chapter-10-outdoor/). Short segments are permitted to have a running slope of 10% to 12%. 5% is preferred.
d. Access path – Material crushed rock (1/4" minus crushed rock) or asphalt.
e. Surveys were not conducted to support this assessment and design. Site contours are GIS-based, and the two-foot contours' accuracy is at conceptual level. The final design at each site will verify the slope with an actual field survey. JA Brennan Associate's design staff has provided limited field measurements to verify the slope for the proposed concept designs.
f. Provide a moment for respite or pause on the way to the water. It may include small gathering areas for seating.
g. Some sites have steep slopes that may offer an opportunity for a viewpoint or widened node along the access path that offers a moment for users to enjoy lake views.
h. Seating may include a bench, bench swing, stone seat, or picnic table.
i. Stone seat could be a cut stone to serve as seating and or stair.
j. ADA accessible –one site provided for each lake as required by public policy.
k. Provide ADA parking stall at accessible sites.
l. Terrace steps where needed; site-specific steps may be stone.
m. Stairs and steps will be treads and risers with pressure-treated wood or stone steps. Treads will be a timber header with crushed rock backfill. Landings will be crushed rock.
n. Site grading and low retaining walls may be required to support access. Walls will be stone or concrete unit blocks, varying by site as required to meet grades.

Fencing or barrier to delineate private properties:

a. Perimeter fencing is proposed to delineate each site
    i. Concrete rail fence. The concept plans have prioritized using a two-rail concrete rail fence due to its longevity as a material choice.
    ii. City of Lakewood Standard: Chain link fence with slats and pine rail fence with welded wire mesh infill.

Landscape planting:

a. Preserve existing trees.
b. Provide maintainable site vegetation and landscaping through native meadow areas (eco-turf), or lawn at most access sites, with some proposed small trees and low native plantings.
c. Follow CPTED criteria and ensure site lines for views are enhanced or maintained into the site for safety.
d. Site improvements may require some native shoreline buffer enhancement to satisfy shoreline code requirements; where appropriate, certain sites will include low native buffer plants. Max height of shrubs is preferred at 3'-4'.

e. Create a step-able landscape where appropriate with lower-growing native plants (salal/ferns/snowberry mix or similar).
f. For larger access sites, when trying to achieve a buffer or screen to the adjacent properties with planting, prioritize the use of native or naturalized smaller trees that require less frequent watering.
g. Remove and manage invasive weed species.
h. The proposed improvements do not include irrigation to support landscaping. Gator Bags could be utilized to support new tree establishment. Proposed trees have therefore been limited anticipating CPTED sight lines, minimal-no irrigation support and potential costs to replace and maintain.

Natural shoreline beach enhancement:

a. Where applicable, place pea gravel substrate above the ordinary high-water mark (OHWM). If the beach has a decent substrate, no action is needed.
b. Use habitat boulders as slope retaining, if needed, and natural features at the lakeshore edge.
c. Incorporate natural materials such as quarried stone or boulder seats or cut stone, as a step feature and a seating element.
d. Use habitat logs or beach logs where appropriate.
e. Provide limited deck facilities as required for an accessible site location. Deck material will be natural wood that is pressure-treated or composite materials. The deck may be required to be an open grated system; in this instance, we recommend a fiberglass reinforced system.
f. Provide for hand carry boat put in where feasible at the water access sites.
g. Make fishing available as a passive use.
h. Consider a beach mat for accessible beach locations.

Encroachment:

a. The City will need to execute survey work and facilitate encroachment resolution for several sites
b. Determine extent of encroachment removal
c. Assess enforcement, legal reconciliation or removal process, timeline and budget implications
d. ROW demarcation – at neighbor's property line might be best facilitated through public and/or owner communication during next phase of improvement

Site Analysis Summaries & Proposed Plans

Steilacoom Lake Summary

" Steilacoom Lake is a reservoir approximately 4 km (2.5 mi) southwest of Tacoma in Pierce County, Washington, United States. Its boundaries lie entirely within the City of Lakewood, Washington. The reservoir covers approximately 306 acres (1,240,000 m2) and has a mean depth of 11 ft (3.4 m) and a maximum depth of 20 feet (6.1 m). Steilacoom Lake is a freshwater lake that drains into Puget Sound via Chambers Creek, beginning at its northern tip. The lake is fed at its southeastern end by two creeks: Ponce de Leon Creek, which originates in springs below Lakewood Towne Center, and Clover Creek, which flows from its source near Frederickson to the lake."

Source: https://lakemonster.com/lake/WA/Lake%20Steilacoom%20-water-temperature-476

Steilacoom Lake Sites

Site #1 Westlake Ave



Introduction
This site is on the west side of Steilacoom Lake at the street end of SW Westlake Ave and the intersection of W Shore Ave. The neighborhood is single-family residences. Street access is a two-lane asphalt paved surface with on-street parking available. There are currently no signs indicating this is a public (water) access site. A traffic barrier and guardrail protect the undeveloped street end from vehicles driving into the lake.

Existing invasive vegetation is well established, with blackberry and ivy dominating the site. An existing user trail offers a path to the lake. Three plastic yard furniture seats exist at the lake edge creating a small space for respite and indicating current public use of the site

Zoning
Residential R3 – Single family residence – Section 18A.10.120.

Access Easement
Public ROW, no apparent easements exist on the City property.

Site Width and Length
Approximate ROW width is 60', Length +/- 160'.

Site Soils
See Site Inventory Summary on page 3

Topography
The site is gently sloped with a sandy, gravelly beach. Due to these conditions, pedestrian access to the water is very achievable as noted by current desire paths to the lakeshore by the local community

Wind and Wave Impacts
No apparent wave impact or erosion concerns. Neighbors' fences on each side of the street access project into the lake, protecting the site.



Vegetative Communities
The site is covered in blackberry and is edged by neighboring screening planting comprised of laurel, rhododendron and pieris. No significant trees exist on site; adjacent residential properties provide decent tree canopy cover.

Wetland plant species are evident at the lake edge, including native juncus, invasive reed canary grass and invasive yellow iris.

Parking Analysis
On-street parking is available. On-street parking appears to be viable in this location.

Visual Resources and Signage
The site has a great view for looking at the lake. Public access signage is not provided but may help to identify this resource as a public amenity. Removal of blackberry through the site would improve visibility through the site to the lake.

Structures
No structures are apparent on the site. Adjacent fences by the neighbors create a sense of enclosure.

CPTED Concerns

Tall invasive vegetation does not allow for sight lines to the water edge. Minimal existing trees within this site offer future potential to maintain better sight lines into and through the site, as the majority of the vegetation consisted of grasses, blackberries and other understory and herbaceous scrub species.

Encroachment

No apparent concerns.

Utilities

Overhead power at the entry point to the site.
No apparent drainage or sewer structures.

Accessible Route Opportunities

Creating an accessible route to the water appears feasible.

Recommendations

This site offers significant potential as a priority for potential development. Improvements to existing site conditions could achievably improve neighborhood access and provides a strong option for accessible lakefront access among all the sites along Lake Steilacoom

Proposed improvements include:

1. Provide one ADA van parking stall. Create an accessible route to a picnic table with a water view.
2. Resurfacing of the asphalt paved area is proposed to accommodate ADA van stall parking and the entry sequence to the site
3. New surfacing is proposed at the entry to create a small arrival space to the street end site
4. The site entry improves the site's identity as a public street end for use by the greater community, offering access to the shore of Steilacoom Lake. Currently, the site is overgrown with invasive species and limited lake views.
5. The street end marker is centrally located to align with the street's center line, creating a visual connection to the site
6. Traffic-rated bollards are proposed to replace the existing guardrail and open the site lines to the street end space
7. Painted street art at the entry to highlight the entry to the public space
8. New perimeter fence is a concrete rail fence to delineate the ROW edge to adjacent neighbors.
9. The proposed path is a 6' wide asphalt path that meanders its way through the site navigating the slope and creating an accessible route to the water's edge. A picnic table offers a moment of respite for users and provides views of the lake.
10. A secondary moment is offered at the shore edge with a small concrete seat wall feature before accessing the beach.
11. Beach enhancements include adding a blended rounded gravel rock mix of 1" diameter to pea gravel-sized material placed above OHW. Habitat boulders are proposed as informal seating elements and beach features.
12. Landscape improvements include invasive removal and native plant restoration at the site's edges. The plant palette will be limited to low-growing shrubs such as sword fern, salal and snowberry. Primary restoration will be native meadow seed.

NOTES:

1. USE AVAILABLE ON STREET PARKING.

EX. HOUSE

EX. SHED

EX.WOODEN FENCE

6'WIDE ACCESSIBLE ASPHALT PATH SLOPE MAX 8%

STEILACOOM LAKE

CONCRETE SEAT WALL

EX.ROOTWAD

BOULDERS

ADA VAN PARKING SIGN

ADA VAN ACCESSIBLE PARKING STALL

SAWCUT EX.ASPHALT BEGIN NEW ASPHALT

STREET END MARKER

WESTLAKE AVE SW

STREET ART

BOLLARDS

BIKE RACK

224 222 220 218 216 214 212 210 208 206

NATIVE MEADOW

NATIVE MEADOW

ENHANCED BEACH

BOULDER RETAINING WALL

ELECTRIC POLE SAVE & PROTECT

DRIVE ACCESS,TYP.

CONCRETE RAIL FENCE

LOW NATIVE SCREEN PLANTING

ACCESSIBLE PICNIC TABLE

EX.TREE SAVE & PROTECT

EX. HOUSE

EX. CONCRETE DRIVEWAY

EX. HOUSE

1 WESTLAKE AVE SW - STEILACOOM LAKE (ACCESSIBLE)

LAKEWOOD STREET ENDS - CONCEPT PLANS

CITY OF LAKEWOOD, WA •1996•

j.a. brennan associates PLLC

Scale: 1/8" = 1'-0"

0' 8' 16'

DATE : 01/11/2023

Site #2 – Mt Tacoma Drive SW



This site is located at the intersection of 96th St and Mt Tacoma Drive SW. The street end is buffered from the view with conifer spruce and fir species that have been planted by the community at the entry to the street end shoreline access.

Zoning
Residential R3 – Single family residence – Section 18A.10.120.

Access Easement
Public ROW, no apparent easements exist on the City property.

Site Width and Length
Approximate ROW width is 30'. Length 90' (Includes drive lane).

Site Soils
See Site Inventory Summary on page 3

Topography
The berm at the entry creates a steep slope to navigate. The site is long, narrow, and gently sloping. A gravelly or sandy beach is apparent.

Wind and Wave Impacts
No apparent wave impact or erosion concerns. Low water/high water data should be reviewed in the next stage of design.

Vegetative Communities
Entry to the site is not welcoming as the existing conifer trees planted buffer the main access from view.

The site is densely covered in tall grasses and grape vine and is edged by neighboring hedge planting comprised of laurel. No significant trees exist on site. The adjacent residential property to the south provides decent tree canopy cover. An existing fig tree creates a sense of discovery and provides seasonal fruit to the site.

The shoreline edge is vegetated with emergent grasses and willow species.
Wetland plant species are evident at the lake edge, including native Juncus, invasive reed canary grass and invasive yellow iris.

Parking Analysis
On-street parking is available, though the ROW is narrow and creates challenges for vehicles to turn around. On-street parking appears to be viable in this location.

Visual Resources and Signage
The site has a great view for looking at the lake. Public access signage is not provided but may help to identify this resource as a public amenity. Removal of blackberry through the site would create site lines to the lake.

Structures
No structures are apparent on the site. Adjacent fences by the neighbors create a sense of enclosure. Neighbors to the south appear to have a wall structure and seating area on or adjacent to the site.

CPTED Concerns
Conifer species at the entry do not allow site lines to the water edge. Views through the site to the lake are currently encumbered by tall overgrown vegetation.

Encroachment
Possible encroachment on the south edge of the property. A survey is required to verify.

Utilities

No apparent overhead power.
An existing drainage structure at the site entry exists. A catch basin is at the northwest point of entry to the site; the location of a pipe outlet was not clear.

Accessible Route Opportunities

Creating an accessible route to the water appears feasible.

Recommendations

This site offers opportunity for concept design to provide improvements for neighborhood access

Proposed improvements include:

1. Maintain existing available parking in ROW
2. New concrete surfacing is proposed at the entrance to create a small arrival space
3. The street end marker is off-set from the arrival space to ensure site lines to the lake and maintain a visual connection to the site
4. Traffic-rated bollards are proposed to replace the existing guardrail and open the site lines to the street end space
5. Painted street art at the entry to highlight the entry to the public space
6. New perimeter fence is a concrete rail fence to delineate the ROW edge to adjacent neighbors.
7. The proposed path is a 4' wide crushed rock path that meanders its way through the site navigating the slope and creating a route to the water's edge. A picnic table offers a moment of respite for users and provides views of the lake.
8. Low retaining walls comprised of stone or concrete are proposed to manage the slope and grade change to create the path and picnic table space
9. Beach enhancements include adding a blended rounded gravel rock mix of 1" diameter to pea gravel-sized material placed above OHW. Habitat boulders are proposed as informal seating elements and beach features.
10. Preserve existing Japanese maple
11. Landscape improvements include invasive removal and native plant restoration at the site's edges. The plant palette will be limited to low-growing shrubs such as sword fern, salal and snowberry.
12. Apparent encroachment is managed with a fence. A survey is needed to verify ROW and property boundaries.

NOTES:

1. USE AVAILABLE ON STREET PARKING.

EX. HOUSE

EX.DRIVEWAY

DRIVE ACCESS, TYP.

BOULDERS WITH COBBLE STONE

EX.CATCH BASIN SAVE & PROTECT

CONC.RETAINING WALL

EX.JAPANESE MAPLE SAVE & PROTECT

CONCRETE RAIL FENCE

4'WIDE CRUSHED ROCK PATH

EX.STRUCTURE

APPARENT ENCROACHMENT

STREET END MARKER

BOLLARDS

STREET ART

SURFACE WITH CONCRETE

SAWCUT EX.ASPHALT BEGIN NEW ASPHALT

BIKE RACK

MT. TACOMA DR SW

224 222 220 218 216 214 212 210 208 206

NATIVE MEADOW

LOG BENCH

BOULDERS

BEACH ENHANCEMENT

LOG BENCH

CONCRETE RAIL FENCE

APPARENT ENCROACHMENT

STEILACOOM LAKE

2 MT TACOMA DR SW - STEILACOOM LAKE

LAKEWOOD STREET ENDS - CONCEPT PLANS

CITY OF LAKEWOOD, WA 1996

j.a. brennan associates PLLC

Scale: 1/4" = 1'-0"

0' 4 8'

DATE : 01/11/2023

Site #3 – Beach Lane



Introduction
This site, located near the intersection of Interlaken Lane SW and Beach Lane SW, is in a single-family residential neighborhood. The street end offers open site lines to Steilacoom Lake. The site is not inviting to the public, as it feels like it is part of the adjacent residential property. Ornamental plantings, lawn and a small vegetable patch are established in the ROW. The property to the north is planted with a hedge row framing the space.

Zoning
Residential R2 – Single family residence – Section 18A.10.120.

Site Width and Length
Approximate ROW width is 30'. Length +/- 152'.

Access Easement
Public ROW, no apparent easements exist.

Site Soils
See Site Inventory Summary on page 3

Topography
The site is sloped at the upper portion and becomes more gently sloping closer to the lake edge.

Wind and Wave Impacts
No apparent wave impact or erosion concerns. Low water/high water data should be reviewed in the next stage of design.

Vegetative Communities
Entry to the site is readily available as low ornamental plantings frame the entry. The site is primarily lawn, with ornamental plantings and a vegetable garden. No significant trees exist on site. The shoreline edge is vegetated with emergent grasses and yellow iris. Wetland plant species are evident at the lake edge, including native juncus, invasive reed canary grass and invasive yellow iris.

Parking Analysis
On-street parking is available, though the ROW is narrow and creates challenges for vehicles to turn around. On-street parking appears to be viable in this location. The potential for adjustments in the ROW to widen the shoulder for parking may be considered.

Visual Resources and Signage
The site has a great view for looking at the lake. Public access signage may help to identify this resource as a public amenity. Gardens and plantings by a neighbor could be an asset to the site. Existing landscaping maintained by the neighbor supports a pleasant experience as the site is cared for, but it does not feel welcoming as a public space.

Structures
No structures are apparent on the site. Adjacent fences by the neighbors create a sense of enclosure. The home to the south is close to the property, and with no barrier or fence, the site feels like it is part of the private home property. The adjacent property has a dock that projects out onto the lake; it does not appear to extend into ROW.

CPTED Concerns
Open sight lines to the lake from the street and adjacent properties make the site feel safe.

Encroachment
There is current encroachment on the property by an adjacent neighbor, including a vegetable garden and ornamental plantings. The southern side of the site may have additional encroachment from the sideyard and existing fencing which needs to be verified by a formal survey.

Utilities
No apparent overhead power. A drainage structure exists at the site entry. Catch basin at the northwest point of entry to the site; the location of a pipe outlet was not clear. Water utility is in the ROW.

Accessible Route Opportunities
It appears possible to meander an accessible route across the site or create a flat area.

Recommendations
This site offers opportunity for concept design that provides improvements for neighborhood access.

Proposed improvements include:

1. Maintain existing available parking in ROW
2. New concrete surfacing is proposed at the entrance to create a small arrival space with a seating bench.
3. The street end marker is off-set from the street center line to ensure that site lines to the lake are maintained
4. Traffic-rated bollards are proposed to replace the existing curb and open the site lines to the street end space
5. Painted street art at the entry to highlight the entry to the public space
6. New perimeter fence is a concrete rail fence to delineate the ROW edge to adjacent neighbors.
7. The proposed path is a 4' wide crushed rock path that meanders its way through the site navigating the slope and creating a route to the water's edge. A picnic table offers a moment of respite for users and provides views of the lake.
8. Low retaining walls comprised of stone are proposed to manage the slope and grade change to create the path and picnic table space.
9. Stone stair access is provided to the beach.
10. Beach enhancements include adding a blended rounded gravel rock mix of 1" diameter to pea gravel-sized material placed above OHW. Habitat boulders are proposed as informal seating elements and beach features.
11. Landscape improvements include invasive removal and native plant restoration at the site's edges. The plant palette will be limited to a native meadow, low growing shrubs such as sword fern, salal and snowberry.
12. Apparent encroachment is managed with a fence to screen the neighbors and protect the neighbors' utilities. A survey is needed to verify ROW and property boundaries.
13. Privet shrub on the property to the north will need to be pruned to reduce overhang into the ROW.

NOTES:

1. USE AVAILABLE ON STREET PARKING.

EX. HOUSE

EX. DRIVEWAY

DRIVE ACCESS,TYP.

LOW NATIVE SHRUB PLANTING, TYP.

PRUNE EX. PRIVET SHRUB

222

220

218

216

214

212

210

208

206

STREET END MARKER

STREET ART

EX.CRUSHED ROCK ROAD

BEACH LANE

NATIVE MEADOW

4'

CRUSHED ROCK PATH

CUT STONE STEPS

BEACH ENHANCEMENT

STONE RETAINING WALL

HABITAT LOG

HABITAT BOULDER/SEAT

EX.DOCK

SURFACE WITH CONCRETE

BIKE RACK

VINE MAPLE AS SCREEN PLANTING TYP.

CONCRETE RAIL FENCE

APPARENT ENCROACHMENT

PICNIC TABLE

STEILACOOM LAKE

DRIVE ACCESS,TYP.

EX. DRIVEWAY

EX. HOUSE

3 BEACH LANE - STEILACOOM LAKE

LAKEWOOD STREET ENDS - CONCEPT PLANS

CITY OF LAKEWOOD, WA 1996

j.a. brennan associates PLLC

N

Scale: 1/4" = 1'-0"

0' 4' 8'

DATE : 01/11/2023

Site #4 –Lake Ave SW



Introduction
This site, located at the intersection of Meadow Rd SW and Lake Ave SW, is in a single-family residential neighborhood. The street end offers open site lines to Steilacoom Lake. The site does not feel inviting to the public, as it is narrow and overgrown with vegetation. The neighboring property appears to have constructed a privacy fence into the ROW. The property to the north rises with landform and adds a sense of enclosure to the space.

Zoning
This ROW is split between R3 and R4 Zoning.
Residential R3 – Single family residence – Section 18A.10.120.

Site Width and Length
Approximate ROW width is 30'. Length 110'.

Access Easement
Public ROW, no apparent easements exist.

Site Soils
See Site Inventory Summary on page 3

Topography
The site is gently sloping. The street end provides a surface drainage path for stormwater to the lake.

Wind and Wave Impacts
No apparent wave impact or erosion concerns. Low water/high water data should be reviewed in the next stage of design.

Vegetative Communities
There is some tree cover from the adjacent property. Invasive species consist primarily of blackberry and ivy thoughout the site.

Parking Analysis
On-street parking is available, although the ROW is narrow and creates challenges for vehicles to turn around. On-street parking appears to be viable in this location. The potential for adjustments in the ROW to widen the shoulder for parking may be considered.

Visual Resources and Signage
The site has great potential to enhance views of the lake. Public access signage is not provided but may help to identify this resource as a public amenity.

Structures
Concrete traffic bollards protect the site from vehicular access. The adjacent fence by the neighbors creates a sense of enclosure, although placement within the ROW should be verified by a formal survey. The property to the north has an existing dock with boat moorage adjacent to this site. CPTED Concerns
The site sloping away from the street reduces site lines to the shore, and the constraining nature of the vegetation further reduces visibility making the site feel a little unsafe. Vegetation management and lower plantings will help improve sight lines.

Encroachment
Property to the North may have structures into the ROW including ornamental plantings and garden features. A survey is needed to verify.

Utilities
No apparent overhead power. The power line ends at the street end entry. Stormwater surface runoff appears to be directed into the street end, causing erosion at the entry point to the street end. Water utility is located in the site (ROW).

Accessible Route Opportunities

It appears possible to meander an accessible route to water's edge.

Recommendations

This site offers opportunity for concept design that provides improvements for neighborhood access and appears to be flat enough for an accessible route to the water edge.

Proposed improvements include:

1. Maintain existing available parking in ROW.
2. New asphalt paved area is proposed to replace failing asphalt and enhance the entry sequence to the site.
3. New concrete surfacing is proposed at the entry to create a small arrival space to invite visitors to the street end site.
4. Painted street art at the entry helps to highlight the entry to the public space.
5. The street end marker is centrally located to align with the street's center line, creating a visual connection to the site.
6. Traffic-rated bollards are proposed to replace the existing guardrail and open the site lines.
7. Bike parking is provided at the entry.
8. The apparent encroachment to the north could be reduced by reclaiming 3' to 5' while leaving a reduced side yard for the neighbor.
9. To help manage stormwater runoff, a central catch basin is proposed in the center of the street art/entry plaza as a feature and to help mitigate runoff eroding the site. A pipe will run water into a small swale on the north edge. A series of stone weirs will help slow the water flow, and emergent grass plant material will help filter the water before entering the lake.
10. New perimeter fence is a concrete rail fence to delineate the ROW edge to adjacent neighbors.
11. The proposed path varies from 4'- 6' wide with a widened 6' portion to ease users passing one another. The path material is crushed rock and meanders its way through the site navigating the slope and creating an accessible route to a bench that offers a moment of respite for users and provides views of the lake.
12. From the bench, the space connects the lake edge with an enhanced beach
13. Beach enhancements include adding a blended rounded gravel rock mix of 1" diameter to pea gravel-sized material placed above OHW. Habitat boulders are proposed as informal seating elements and beach features.
14. Landscape improvements include invasive removal and native plant restoration at the site's edges. The plant palette will be limited to low-growing shrubs such as sword fern, salal and snowberry.

NOTES:

1. USE AVAILABLE ON STREET PARKING.

STEILACOOM LAKE

EX. HOUSE

EX. DRIVE WAY

RELOCATED SWING GATE

DRIVE ACCESS TYP.

APPARENT ENCROACHMENT

RELOCATE EXISTING FENCE

PROPOSED SWALE

4'-6' WIDE CRUSHED ROCK PATH

OHP

EX.ROCKERY

BEACH ENHANCEMENT

BENCH

STREET END MARKER

SAWCUT EX.ASPHALT BEGIN NEW ASPHALT

NEW CATCH BASIN

BOLLARDS

LAKE AVE SW

206

PR 206

206

PR 208

PR 210

210

212

LOW SHRUB RESTORATION PLANTING SALAL SNOWBERRY TYP.

BOULDERS AS RETAINING WALL

EXISTING TREES SAVE & PROTECT

LOW UNDERSTORY NATIVE PLANTING, TYP.

CONCRETE RAIL FENCE

LOW CONCRETE RETAINING WALL

BIKE RACK

EX. SIGN SAVE & PROTECT

DRIVE ACCESS TYP.

EX. DRIVE WAY

4 LAKE AVE SW - STEILACOOM LAKE

LAKEWOOD STREET ENDS - CONCEPT PLANS

CITY OF LAKEWOOD, WA 1996

j.a. brennan associates PLLC

N

Scale: 1/4" = 1'-0"

0' 4' 8'

DATE : 01/11/2023

Site #5 – 100th Avenue SW



Introduction
This site is located near the intersection of Dekoven Drive SW and 100th Ave SW in a single-family residential neighborhood. The existing conditions do not offer sight lines to Steilacoom Lake. The site is not inviting to the public and feels like it is part of the adjacent residential property. Ornamental plantings maintained by the neighbors, significant trees, and vehicular guardrail barriers are established in the ROW. The property to the south is planted with a hedgerow of laurel framing the entry.

Zoning
Residential R3 – Single family residence – Section 18A.10.120

Site Width and Length
Approximate ROW width is 80'. Length +/- 75' (from guardrail)

Access Easement
Public ROW, no apparent easements exist.

Site Soils
See Site Inventory Summary on page 3

Topography
Steeply sloped, becoming gentler at the water's edge.

Wind and Wave Impacts
No apparent wave impact or erosion concerns. Low water/high water data should be reviewed in the next stage of design.

Vegetative Communities
The entry to the site is not welcoming to the public. Water views are blocked by ornamental plantings, tall established trees, and shrubs. The understory of invasive species makes it challenging for water access. Three to four significant douglas fir trees and garry oak add significant tree cover and offer character to the site.

Parking Analysis
Parking without impact to neighboring property access is currently possible due to the width of the site

Visual Resources and Signage
From the street, the view to the lake is blocked by vegetation. Once you enter the site, views clear and offer a view of the lake. Public access signage may help to identify this resource as a public amenity. Existing landscaping maintained by the neighbor supports a pleasant experience as the site is cared for, but it does not feel welcoming as a public space.

Structures
The steel guardrail for vehicular protection is falling apart.Ornamental garden features include a fountain and sculptures. The property to the north and south has an existing dock with boat moorage adjacent to the site. Fences on both sides of the site enclose the property.

CPTED Concerns
Taller ornamental plantings and the site slope limit views from the street. Once you arrive at the lake edge, the site feels very open and offers great views.

Encroachment
The property to the north has an ornamental garden and garden features in the ROW. The existing carport on the southern residence appears to be in the ROW. A formal survey to verify the extent of encroachment is required.

Utilities

No apparent overhead power. The power line ends at the street end entry. Stormwater surface runoff appears to be directed into the street end, causing erosion along the user path. Water utility in the ROW.

Accessible Route Opportunities

The sloping nature of the site would present challenges for an accessible route all the way to the water edge. Improvements could consider a space part way down the site where the grade presents opportunities for a small gathering space that could offer seating to provide viewing opportunities to the lake.

Recommendations:

This site offers opportunity for concept design to provide improvements for neighborhood access.

Proposed improvements include:

1. Maintain existing available parking in ROW.
2. New asphalt paved area is proposed to replace failing asphalt and enhance the entry sequence to the site.
3. New concrete surfacing is proposed at the entry to create a small arrival space to invite visitors to the street end site.
4. Painted street art at the entry helps to highlight the entry to the public space.
5. The street end marker is centrally located to align with the street's center line, creating a visual connection to the site.
6. Traffic-rated bollards are proposed to replace the existing guardrail and open the site lines.
7. Bike parking is provided at the entry.
8. The apparent encroachment to the north could be reduced by reclaiming 3' to 5' while leaving a reduced side yard for the neighbor.
9. To help manage stormwater runoff, a central catch basin is proposed in the center of the street art/entry plaza as a feature and to help mitigate runoff eroding the site. A pipe will run water into a small swale on the north edge. A series of stone weirs will help slow the water flow, and emergent grass plant material will help filter the water before entering the lake.
10. New perimeter fence is a concrete rail fence to delineate the ROW edge to adjacent neighbors.
11. The proposed path varies from 4'- 6’ wide with a widened 6' portion to ease users passing one another. The path material is crushed rock and meanders its way through the site navigating the slope with timber steps.
12. From the steps, the space connects the lake edge with an enhanced beach
13. Beach enhancements include adding a blended rounded gravel rock mix of 1" diameter to pea gravel-sized material placed above OHW. Habitat boulders are proposed as informal seating elements and beach features.
14. Landscape improvements include invasive removal and native plant restoration at the site's edges. The plant palette will be limited to low-growing shrubs such as sword fern, salal and snowberry.

NOTES:

1. USE AVAILABLE ON STREET PARKING.

EX. DOCK

LOW NATIVE PLANTING

PROPOSED SWALE

EX.TREES SAVE AND PROTECT TYP.

LOG BENCH

TIMBER STEPS TO BEACH

BEACH ENHANCEMENT

BOULDERS

STEILACOOM LAKE

NATIVE MEADOW

BENCH

BOLLARDS

STREET END MARKER

DRIVE ACCESS TYP.

STREET ART

CONCRETE ENTRANCE PLAZA

BIKE RACK

SAWCUT EX.ASPHALT BEGIN NEW ASPHALT

EX. DRIVE WAY

DRIVE ACCESS TYP.

100TH ST SW

6' WIDE CRUSHED ROCK

PICNIC TABLE

APPARENT ENCROACHMENT

EX. DRIVE WAY

DRIVE ACCESS TYP.

EX. DOCK

EX. HOUSE

5 100TH ST SW - STEILACOOM LAKE

LAKEWOOD STREET ENDS - CONCEPT PLANS

Scale: 1/8" = 1'-0"

0' 8' 271 16'

DATE : 01/11/2023

Site #6 – Holly Hedge Lane



Introduction
This site is located near the intersection of Holly Hedge Lane and Mt Tacoma Drive SW. This site is in a dense residential neighborhood. Development including a significant retaining wall has encumbered access to the site. There is no evidence of public access to the lake at this location.

An existing timber retaining wall with ornamental planting appear to be constructed in the ROW. The site has a private residential terraced garden from the adjacent residence landscape. The site currently offers no public access due to the retaining walls.

Zoning
Residential R3 – Single family residence – Section 18A.10.120.

Access Easement
Public ROW no apparent easements exist on the City property.

Site Width and Length
Approximate ROW width is 15'. Length +/- 230’

Site Soils
See Site Inventory Summary on page 3

Topography
The site is steeply terraced at the access point and slopes steeply to the shore.

Wind and Wave Impacts
No apparent wave impact or erosion concerns. Low water/high water data should be reviewed in the next stage of design.

Vegetative Communities
Tree cover of douglas fir with an understory of ornamental plantings.

Parking Analysis
Parking would be very constrained if at all feasible; the ROW is a narrow two-lane drive. Parking feels like the user is on a private residential driveway.

Visual Resources and Signage
From the street end entry, there are no views of the lake. Private development has encumbered any views. If a user were enabled to access the site, there would be a view from the lake edge as existing vegetation is maintained.

Structures
A timber retaining wall appears to be constructed within the ROW. Site surveys are needed to verify the extent.

CPTED Concerns
The site currently offers no access to the public and feels like privately owned property.

Encroachment
There appears to be development within the ROW including retaining walls, fencing, and ornamental plantings. Proximity of a detached garage could also be verified through a formal survey of the site.

Utilities
No apparent overhead power. There may be existing power lines underground. Stormwater surface runoff appears to be directed into existing catch basin structures. Water utility in the ROW.

Accessible Route Opportunities
Creating an accessible route at this site would be very challenging, if at all feasible.

Recommendations:

Considering current development and the narrow site width there are significant challenges for development. Survey and property assessment will need to verify ROW. This site was not advanced to the design stage for any proposed improvements.

Proposed improvements include:

None proposed



6 HOLLY HEDGE LN SW - STEILACOOM LAKE (NO DEVELOPMENT)

LAKEWOOD STREET ENDS - EXISTING PLAN

CITY OF LAKEWOOD, WA 1996

j.a. brennan associates PLLC

Scale: 1" = 10'-0"

0' 10' 20'

DATE : 01/11/2023

American Lake Summary

"American Lake is heavily developed with residential housing, golf courses, and a VA hospital. Several parks (in Lakewood and JBLM) provide the community with extensive use of the lake, including park facilities, playgrounds, boat launches, swimming, and picnic facilities. Groundwater from the shallow aquifer is the primary source of water flowing into and out of American Lake. Approximately two-thirds of the annual inflow into the lake is from this shallow aquifer (Woodward-Clyde 1998). Due to its size, American Lake is considered a Shoreline of Statewide Significance." – 2010 Shoreline Analysis Report

Lake Elevation – 231 *Approximate
OHWM +/- 230.60 *Approximate

American Lake Sites

Site #8 – Lake City Blvd



Introduction

This site is located at the south end of Lake City Blvd SW near the intersection of 130th St SW.Single-family residence border the east and west sides of the property. This site has the feel of a small neighborhood pocket park and has current parking spaces accommodating site use.
A chain link fence encloses the site on three sides with a small gate defining site entry. Ivy vines currently cover the north and west portions of the chain link fence, limiting views into the site.The site has a single picnic table with a trash receptacle.

A unique concrete vault structure, located in the water, is located about 8 feet from the shoreline. The structure is a rectangular-shaped concrete stem wall with a steel guardrail that creates a "fishing pier" A user-made earthen berm creates a walkable path offering access through the water to the vault which is regularly used as a fishing pier. Noted from parks staff, this site is regularly utilized by the local community for fishing. There is limited lake access accommodating this recreational activity within the City currently, and conflicting activities such as swimming and boating inhibit this recreational activity at the existing two public parks on American Lake.

Zoning

The ROW is situated between Residential R2 and R3 – Single family residence – Section 18A.10.120

Access Easement

Public ROW, no apparent easements exist on this City property

Site Width and Length

Approximate ROW width is 80' at its widest. Length +/- 130’

Site Soil

See Site Inventory Summary on page 3

Topography

The site gently slopes to American Lake

Wind and Wave Impacts

The site has a wonderful small gravelly sandy pocket beach that is quite flat. During the initial site visit, no apparent wave impact or erosion concerns were evident. Low water/high water data should be reviewed in the next stage of design. As noted by parks staff, there is currently moderate erosion on the beachfront shoreline at American Lake Park which is on the same side of the lake approximately 1500’ to the west.

Vegetative Communities
The site has two mature aspen trees near the water's edge on the east side that provide character and shade. Trees on the adjacent residential property to the east provide additional structure and shade. A remnant asphalt drive extends through the site to the water's edge at the lake.

Parking Analysis
Parking opportunities are readily available with the wider ROW condition at this site. Currently, three to four cars can easily park perpendicular to the gated entry. Improvements could include an accessible parking stall.

Visual Resources and Signage
Views from the street are blocked by the ivy vines growing on the existing chain link fence. There is a great opportunity to open the view from the street and enhance this neighborhood's open space. Adding formal signage will help define this as a public space.

Structures
The steel guardrail for vehicular protection is falling apart. A chain link fence atop a concrete stem wall defines the property edge on the east and west side of the park. A chain link fence with a pedestrian gate edges the site's north side. The fishing pier, comprised of a concrete stem wall and tubular steel rail, sits within the lake in the central portion of the site. Picnic table and trash receptacle are provided. During field assessment a neighbor reported concrete remnants from an old launch in the water on the east side of the site (as noted on the plan).

CPTED Concerns
The site is quite open. Removing the ivy will improve sight-lines to the lake from the parking area. Views into the site from the neighboring single-family residence are readily available.

Encroachment
A retaining wall, ornamental plantings and the majority of a paved driveway to the residence along the south appear in the street end ROW. Shoreline encroachment is also apparent along the south shore based on GIS data. A survey is needed to verify the full extent of encroachment.

Utilities
No apparent overhead power. The power line may be underground and access to the line may be required through the existing concrete vault on site. Stormwater surface runoff appears to be directed into existing catch basin structures. Water utility in the ROW.

Accessible Route Opportunities
Creating an accessible route to the lake is achievable but will require a switch-back ramp system and retaining walls.

Recommendations:
This site has great potential to become a more robust neighborhood and community asset. Accessibility improvements would increase recreational opportunities on American Lake and further enhance current use and recreational experiences.

Proposed improvements include:

1. Improved parking with designated parking with one ADA Van stall parking and improved egress to the site entry.
2. Resurface the parking and site entry with new seal coat of asphalt.
3. The street end marker is located at the southeast edge to align with the center line of the street, creating a visual connection to the site.
4. Traffic-rated bollards are proposed to replace the northern guardrail and open the site lines to the street end space.
5. Painted street art at the entry to highlight the entry to the public space.
6. Replace the fence with a low concrete rail fence to open site lines.
7. To enhance the welcome feeling at the site a low shrub planting with a row of vine maples is proposed to define the park edge on the west side, allowing views into the park while providing a sense of privacy to the neighbors. The concrete rail fence replaces a 6' tall chain link fence and traffic guardrail with ivy.

8. The accessible route navigates a grade change of +/-12' from the entry to the beach. The proposed path is a paved surface utilizing a series of terraced walls that creates a ramp down to the lake edge offering different views as park users navigate their way to the water edge.
9. As users descend the ramp, a moment of pause is offered at the first landing, where an overlook deck is offered for users to take in the views of American Lake and Mt Rainier. An open cable rail system with a tubular steel post is proposed as the primary guardrail for this site.
10. The existing concrete structure is being proposed to support an over-water deck structure that will offer improved fishing use with a railing appropriate for fishing poles and will be designed for ADA access for fishing. The deck railing will complement the overlook railing. Further investigation would need to be made to support the integrity, use and coverage of the existing concrete in-water structure as proposed.
11. At the path's terminus, the user can enter onto the overwater deck or step down to the enhanced sandy beach on the east side of the path.
12. The southwest shore edge will be enhanced with riparian habitat planting.
13. Beach enhancements include the removal of debris from a broken concrete boat launch and the placement of a blended rounded gravel rock mix comprised of 1" diameter to pea gravel-sized material. Habitat boulders are proposed as informal seating elements and beach features.
14. Landscape improvements include a plant palette limited to low-growing shrubs such as sword fern, salal and snowberry with limited use of low-growing trees such as vine maple.
15. There is significant apparent encroachment on the south-westerly property area.

NOTES: **EXHIBIT 2 | 2023 Street Ends Report**

1. USE AVAILABLE ON STREET PARKING.

AMERICAN LAKE

LAKE CITY BLVD SW

EX. HOUSE

PATHWAY

CONCRETE ENTRANCE PLAZA

LOW PLANTING

ACCESSIBLE PICNIC TABLE

EX.CONC. STEMWALL WITH CHAIN LINK FENCE

CMU BLOCK RETAINING WALL

LOG BENCH

BOULDERS

REMOVE OLD CONCRETE BOAT RAMP

BEACH ENHANCEMENT

EX.PSE VAULT UNDER DECK

SEAT PLATFORM

DOCK SET ON EX.CONC. STRUCTURE

DOCK WITH GUARDRAIL

OVERLOOK WITH GUARDRAIL

ANGULAR PARKING

ADA PARKING

NEW SEAL COAT

STREET ART

BOLLARDS

BIKE RACK

STREET END MARKERS

CONCRETE RAIL FENCE

APPARENT ENCROACHMENT

LOW RETAINING WALL

DRIVE ACCESS TYP.

SCREENING TREES

6' WIDE ACCESSIBLE CONCRETE PATH

EX. DRIVEWAY

APPARENT ENCROACHMENT

EX. HOUSE

+238.36

+247

+235.80

+235.00

+242.14

246

248

244

242

240

238

236

234

232

8 LAKE CITY BLVD SW - AMERICAN LAKE (ACCESSIBLE)

LAKEWOOD STREET ENDS - CONCEPT PLANS

Scale: 1/8" = 1'-0"

0' 278 8' 16'

DATE : 01/11/2023

Site #9 – Wadsworth St



Introduction
This site is located at the street end of Wadsworth St near the intersection of Silcox Drive SW. The neighborhood is a single-family residential.

The site features are limited as this street end currently serves as a paved boat launch supporting water-access to Silcox Island in the middle of American Lake. Current access is a narrow two-lane drive. The neighboring properties have extensive fencing, further constraining the site. Each adjacent property has a sliding gate that needs to remain open for access and limits parking and turn-around access to the public. Both adjacent properties have over-water dock and pier structures that extend into the lake.

Zoning
The site is situated in Residential R3 – Single family residence – Section 18A.10.120
Parcel # 0219212131

Site Width and Length
Approximate ROW width is 40' at its widest to 24' at its narrowest. Length 105'

Access Easement
Public ROW, no apparent easements exist

Site Soil
See Site Inventory Summary on page 3

Topography
Street slopes consistently with a moderate slope to the water's edge.

Wind and Wave Impacts
The site has gravelly sandy beach material overtop of the paved boat launch. During the initial site visit, no apparent wave impact or erosion concerns were evident. Low water/high water data should be reviewed in the next stage of design.

Vegetative Communities
There is no significant vegetation. Patches of grass edge the south side and shoreline and are grow through cracks in the paving.

Parking Analysis
This narrow street end has limited-no capacity for on-street parking with consideration to maintaining neighboring access to Bill's Boathouse to the north and the residence to the south.

Visual Resources and Signage
Views of the lake are very good at this location.

Structures
No apparent structures on site. Adjacent properties have existing wood and chain link fencing. Floating wharf and pile-supported pier on either side of the site.

CPTED Concerns
The site is quite open.

Encroachment
No evidence of encroachment.

Utilities

Overhead power and power pole in the ROW on the south side of the site. Stormwater surface runoff appears to be directed into existing catch basin structures. Water utility in the ROW.

Accessible Route Opportunities

Challenging site for an accessible route.

Recommendations

Consideration for improved boat launch amenities, pavement place making elements and access marker. Some modest plantings can also be considered.

Proposed improvements include:

1. Maintain existing available parking in ROW.
2. New concrete surfacing is proposed to improve the boat launch.
3. The street end marker is off set to maintain boat launch access.
4. Traffic-rated bollards are proposed to protect the marker.
5. Painted street art emerges from the marker creating a series of concentric arcs emanating from the marker.
6. Habitat boulders are proposed as informal seating elements and features at the shoreline edge.
7. Landscape improvements are limited to enhancing the narrow strip on the west side of the access. The plant palette will be limited to low-growing shrubs such as sword fern, salal and snowberry.

NOTES:

1. USE AVAILABLE ON STREET PARKING.

BILLS BOAT HOUSE

SILCOX ISLAND
PARKING (PRIVATE)

EX. DRIVEWAY

DRIVE ACCESS TYP.

STREET ART

EX.GUARDRAIL
SAVE & PROTECT

EX.CHAIN-LINK SLIDING GATE
SAVE & PROTECT

PROPOSED IMPROVEMENT
BOAT LAUNCH RAMP

EX. CHAIN LINK FENCE
SAVE & PROTECT

BEGIN NEW ASPHALT
SAW-CUT EX.ASPHALT

PROPOSED CONCRETE
BOAT RAMP EXTENSION.
BELOW OWHM

AMERICAN
LAKE

232

234

236

238

WADSWORTH ST SW

240

242

244

SEATING
BOULDERS

LOW NATIVE
PLANTING TYP.

EX. POWER POLE
SAVE & PROTECT

STREET END
MARKER

EX. DRIVEWAY

EX.SLIDING WOOD
GATE
SAVE & PROTECT

EX. WOODEN FENCE
SAVE & PROTECT

DRIVE ACCESS TYP.

EX.OVER WATER
PIER

EX. HOUSE

9 WADSWORTH ST SW - AMERICAN LAKE

LAKEWOOD STREET ENDS - CONCEPT PLANS

Scale: 1/8" = 1'-0"

0' 8' 16'

DATE : 01/11/2023

Lake Louise Summary

Lake Louise is one of Lakewood's smaller lakes, surrounded by private residential properties.
A small boat launch does provide public access to the lake for boaters and swimmers.
Lake Size: 39 Acres +/-lake
Lake Depth: 35' deep

Lake Louise Sites



Site #10 – 104th St Melody Lane

Introduction

This site is located at the street end of 104th St and Melody Lane within a single-family neighborhood.

Like Wadsworth on American Lake, this site functions as a boat launch to access Lake Louise. It is quite a busy boat launch in the summer season, as we understand from our discussion with the neighbor. The boat launch is steep and uses a gravel substrate, creating challenges for vehicles as they launch their The launch route into the lake is pitted and worn.

An existing pump station facility dominates the north entry of the site. The facility creates an elevated grade change that almost functions as an overlook or viewpoint to the site, except that electric utility cabinets disrupt the view The concrete retaining wall of the vault creates an opportunity for wall mural art on the beach side of the site. A six-foot-tall privacy fence edges the street end on each side of the adjacent properties. The neighborhood community has installed a picnic table and trash receptacle as an amenity to this site and currently maintains the trash.

Zoning

The ROW is situated between Residential R3 and R4 – Single family residence – Section 18A.10.120

Site Width & Length

Approximate ROW width is 100, Length is +/- 65'

Access Easement

Public ROW, no apparent easements exist

Site Soil

See Site Inventory Summary on page 3

Topography

The site is steeply sloped. At the lake's edge along the north side, it flattens out where an opportunity exists to create a small gathering space.

Wind and Wave Impacts

The site has a gravelly sandy beach. During the initial site visit, no apparent wave impact or erosion concerns were evident. Low water/high water data should be reviewed in the next stage of design.

Vegetative Communities

This site has limited vegetation. Ivy persists on the east edge at the fence line of the neighboring property. The neighbor to the north has an overhanging purple plum tree that does provide some tree cover on the site. The site is primarily covered in gravel.

Parking Analysis

Parallel parking is available, but the narrow two-lane street feels very constrained. Consider opportunities for minor widening if parking is desired. Parking on the shoulder up the street is also viable for current site access.

Visual Resources and Signage

Views of the lake are very good at this location. There is existing signage indicating boat safety and boat launch access, but it is not clear this is a publically accessible site.

Structures

There is a concrete retaining wall with tubular steel guardrail and pump station utilities, including electrical cabinets and vaults and adjacent property to the north with wood and chain link fencing and landscaping CPTED Concerns

The site is quite open, but the pump station structure does sit high above the sloping grade, obstructing site lines and creating a pocket of space that is difficult to observe from the street.

Encroachment

Apparent encroachment exists on the northern edge where the residential property abuts the pump station. A survey would be needed to verify the extent of the encroachment.

Utilities

There is a sewer or storm pump station on the site and stormwater surface runoff appears to be directed into existing catch basin structures. There is water utility in the ROW and there are no overhead power is apparent at the site.

Accessible Route Opportunities

This is a challenging site for an accessible route.

Recommendations:

There is great potential for opportunities for improvement at this site that would support and enhance current use.

Proposed improvements include:

1. Maintain existing available parking in ROW
2. Painted street art at the entry to highlight the entry to the public space. A new asphalt surface is proposed at the entry.
3. The street end marker is off-set to the south to ensure site lines to the lake and not block access to the boat launch. The marker creates a visual connection along Melody Lane SW.
4. Two entry points are proposed, one on either side of the existing utility vault structure. To the north, an apparent encroachment exists and is modified to include a walkway to a small picnic table space with a connecting stair to the lower picnic table space.
5. The boat launch proposed improvement includes a resurfaced launch with concrete.
6. New perimeter fence is a concrete rail fence to delineate the ROW edge to adjacent neighbors.
7. A picnic table offers a moment of respite for users and provides views of the lake.
8. A low retaining wall comprised of stone is proposed to manage the slope and grade change between the picnic table and the boat launch.
9. Seating steps are proposed to connect the picnic space to the beach edge.
10. Beach enhancements include adding a blended rounded gravel rock mix of 1" diameter to pea gravel-sized material placed above OHW. Habitat boulders are proposed as informal seating and beach features; a log bench is provided for users.
11. Landscape improvements include invasive removal and native plant restoration at the north edge of the site. The plant palette will be limited to low-growing shrubs such as sword fern, salal and snowberry.

NOTES:

1. USE AVAILABLE ON STREET PARKING.

EX. HOUSE
EX. DRIVE WAY
EX. DRIVE WAY
EX. DRIVE WAY
MELODY LN SW
EX.GARAGE
EX. HOUSE
DRIVE ACCESS TYP.
EX. HOUSE
EX. HOUSE
STREET ART
BOLLARDS
EX.POWER POLE SAVE & PROTECT
EX.WALL WITH RAILING
EXISTING GUARDRAIL
EX.CATCH BASIN TYP.
STREET ART
APPARENT ENCROACHMENT
LOG BENCH
TIMBER STEPS
#7EX.PUMP STATION
EX.TREE SAVE & PROTECT
BEACH ENHANCEMENT
POTENTIAL WALL ART
PICNIC TABLE
PROPOSED CONCRETE BOAT RAMP EXTENSION BELOW OWHM
LAKE LOUISE
CONCRETE BOAT LAUNCH ROADWAY
EX.ASPHALT ROAD
MELODY LN SW
LOW CONCRETE RETAINING WALL
CURB
CONCRETE RAIL FENCE
STREET END MARKER
EX. BOULDERS

10 MELODY LN SW - LAKE LOUISE

LAKEWOOD STREET ENDS - CONCEPT PLANS

CITY OF LAKEWOOD WA 1996

j.a. brennan associates PLLC

Scale: 1/8" = 1'-0"

0' 8' 16'

DATE : 01/11/2023

Site #11 – Holden Rd SW

Introduction

This site is located along Lake Louise Drive SW and at Holden Rd SW.



The site is in a single-family neighborhood and slopes from the street edge to the lake with a variable degree of terrain. A large stormwater vault creates an elevated platform at the entry to the street end. From the vault a culvert daylights into a small, armored swale that runs strait to the lake's edge. A series of rocks and gabions line the swale edge at the outlet to the lake. There is substantial tree cover with a decent understory of shrubs and invasive species.

A sandy beach exists at the water's edge, with a large cottonwood tree framing the edge of the site to the north. Ivy persists as a primary ground cover in the understory. The neighbor to the south has a few old floating docks at the beach that appear unused as vegetation is growing over on the floats.

Zoning

The ROW is situated between Residential R3 and R4 – Single family residence – Section 18A.10.120

Site Width and Length

Approximate ROW width is 50'. Length +/- 240’.

Access Easement

Public ROW, no apparent easements exist

Site Soil

See Site Inventory Summary on page 3

Topography

The site has variable degrees of slope. The most southerly edge offers a gentler route to the water's edge as it allows access around the existing stormwater vault.

Wind and Wave Impacts

The site has a sandy beach. During the initial site visit, no apparent wave impact or erosion concerns were evident. Low water/high water data should be reviewed in the next stage of design.

Vegetative Communities

The site has substantial tree cover, consisting primarily of alder, native cherry, and a row of cedar trees on the neighbor's property to the north.The existing cottonwood at the water's edge is on the site and is about 28" in diameter, providing substantial canopy cover. Cornus stolonifera, ivy, ferns and holy are the primary understory.

Parking Analysis

The two-lane arterial street is wide enough for parallel parking, though it feels tight.

Visual Resources and Signage

Existing vegetation allows no view of the lake from the street. The vault and plantings create a visual barrier to the lake that are not inviting for public access. Signage could be used to identify the public access site.

Structures

There is a concrete vault with steel locking lid near the site entrance, steel traffic bollards at the vault structure, and a stone retaining wall, primarily on private property along the adjacent driveway. It appears to protect the vault on the street end site. CPTED Concerns

There is a decent existing tree canopy cover and the site access sloping away from the site entry limits views from the street. Cnce you arrive down at the lake edge, the site feels very open and offers great views of the lake.

Encroachment
No evidence of encroachment.

Utilities
There is a stormwater vault and culvert outlet at the site entrance, water utility, fire hydrant at the street, and overhead power which does not appear to enter the site.

Accessible Route Opportunities
An accessible route may be possible on the eastern edge of the site.

Recommendations
There is great opportunity for improvement at this site.

Proposed improvements include:

1. Provide one ADA van parking stall. Create an accessible route to a picnic table with a water view.
2. New asphalt paved area is proposed to accommodate access to an ADA van stall parking and enhance the entry sequence to the site.
3. New surfacing is proposed at the entry to create a small arrival space to the street end site; this arrival sequence will be adjacent to the existing stormwater vault structure.
4. The site entry improves the site's identity as a public street end for use by the greater community, offering access to the shore of Lake Louise. In its current form, the site contains several trees and is overgrown with invasive species limiting views to the lake.
5. The street end marker is centrally in the entry plaza creating a visual connection to the site
6. Traffic-rated bollards are proposed to replace the existing bollards
7. Painted street art at the entry helps to highlight the entry to the public space and serves as a traffic calming element, as the painted surface extends partway into the southbound drive lane
8. New perimeter fence is a concrete rail fence to delineate the ROW edge to adjacent neighbors.
9. The proposed path is a 6' wide asphalt path that meanders its way through the site navigating the slope and existing trees creating an accessible route to a picnic table, offering a moment of respite for users, and providing views of the lake
10. From the picnic table, the space steps down to the lake edge with an enhanced beach
11. A secondary seating opportunity is offered at the shore edge with a small log bench.
12. Beach enhancements include adding a blended rounded gravel rock mix of 1" diameter to pea gravel-sized material placed above OHW. In some areas the existing sand beach should be retained. Habitat boulders are proposed as informal seating elements and beach features.
13. Landscape improvements include invasive removal and native plant restoration at the site's edges. The plant palette will be limited to low-growing shrubs such as sword fern, salal and snowberry.

NOTES:

1. USE AVAILABLE ON STREET PARKING.

LAKE LOUISE

EX. HOUSE

EX.ROCKERY WALL

EX.TREE HOUSE

BOULDERS

LOG BENCH

ADA PICNIC TABLE

ROCKERY RETAINING WALL

EX. HOUSE

EX.ROCK-LINED SWALES ENHANCE WITH NATIVE PLANTING

EX. ROCKERY WALL

EX.STORMWATER OUTLET

DRIVE ACCESS TYP.

EX. DRIVEWAY

LAKE LOUISE RD SW

ADA PARKING

EX.STORMWATER STRUCTURE TYP.

EDGE OF PAVING

EX.VAULT

BOLLARDS

BIKE RACK

CONCRETE ENTRANCE PLAZA

STREET ART

EX. FIRE HYDRANT

STREET END MARKER

BEACH ENHANCEMENT

CUT STONE STEPS TO BEACH

6'WIDE ACCESSIBLE ASPHALT PATHWAY

LOW NATIVE PLANTING

EX.TREE SAVE & PROTECT TYP.

CONRETE/RAIL FENCE

EX. HOUSE

11 HOLDEN ST - LAKE LOUISE (ACCESSIBLE)

LAKEWOOD STREET ENDS - CONCEPT PLANS

CITY OF LAKEWOOD, WA 1996

j.a. brennan associates PLLC

Scale: 1" = 10'-0"

0' 10' 20'

DATE : 01/11/2023

Gravelly Lake Summary

Gravelly Lake approximately 300 acres in size, 55’ deep, and surrounded by private residential properties. It lies within the south-eastern side of the City just NE of American Lake and along the I-5 corridor and currently offers no improved public access to the lakeshore. Lake levels fluctuate seasonally from +/- 5’to as high as 11’.6 change through the year.

Gravelly Lake Sites

Site #12 – Hill Top Lane



Introduction

This site is located at Hill Top Lane and Nyanza Road SW. The site was not accessible for the initial site visit. Blackberry and rockery wall blocked access.

Zoning

The site is Residential R3 – Single family residence – Section 18A.10.120.

ROW Width and Length

Approximate ROW width is 25'. Length +/- 290’

Access Easement

The site is within the City ROW.

Site Soil

See Site Inventory Summary on page 3

Topography

The site is steeply sloped.

Wind and Wave Impacts

No available access to the beach.

Vegetative Communities

Tree canopy of Douglas fir, willow, and alder. The understory is primarily blackberry, making our initial site visit impassable.

Parking Analysis

Parallel parking in the ROW appears feasible. It is a narrow two-lane drive.

Visual Resources and Signage

No views exist from the street end entry point. If developed in the future, signage would identify public access.

Structures

There is a rockery retaining wall in ROW and a 6-foot-tall wood privacy fence visible along the north side of the site.

CPTED Concerns

Sight lines are not evident from the street.

Encroachment

Potential 6-foot privacy fence in the ROW.

Utilities

There are trench drains at the street end, Water utility in the ROW, and overhead power in the street but does not appear to enter the site

Accessible Route Opportunities

An accessible route does not appear achievable but further site investigation could be made with a survey and clearing of current vegetation to confirm

Recommendations:

This site was not advanced in concept design stage due to current site analysis and access limitations. It should be noted this site has similar existing conditions to Linwood Lane SW based on GIS data and aerial photography.

Proposed improvements include:

Future investigation including vegetation clearing and a site survey could further verify potential for development. Due to access limitations noted above, no development is proposed for this assessment.



12 HILLTOP LN SW - GRAVELLY LAKE (NO DEVELOPMENT)

LAKEWOOD STREET ENDS - EXISTING PLAN

CITY OF LAKEWOOD, WA 1996

j.a. brennan associates PLLC

Scale: 1/8" = 1'-0"

0' 8' 16'

DATE : 01/11/2023

Site #13 – Linwood Lane SW



Introduction

This site is in a single-family neighborhood at Linwood Lane and Loch Lane SW. The access sits between two large single-family residential properties. There is a manicured hedge row planting of laurel and boxwood frame the corridor on either side of the ROW access.

A rustic 4' tall wooden fence with a gate conceals the access, and the ornamental plantings further buffer the street end, making it feel like you are entering a private garden. No signage indicates this is a public access corridor to the water. Several significant trees exist at the length of the street end corridor.

As you descend the slope, the large scale of the trees frames the corridor to the water and gives a sense that you are walking amongst a mature second-growth forest. As you descend the slope, thick understory plantings make access to the water challenging. Once you reach the water's edge, it is a very peaceful, serene setting under cover of the tree canopy, with a great little pocket beach.

Zoning

The site is situated between Residential R3 and R4 – Single family residence – Section 18A.10.120.

ROW Width and Length

Approximate ROW width is 25'. Length is +/- 350’.

Access Easement

The site is within the city ROW.

Site Soil

See Site Inventory Summary on page 3Topography

The site starts flat for several feet and transitions to a steep slope with variable terrain as it descends to Gravelly Lake.

Wind and Wave Impacts

The site has a sandy pea gravelly beach. During the initial site visit, no apparent wave impact or erosion concerns were evident. Low water/high water data should be reviewed in the next stage of design.

Vegetative Communities

As you enter the public access, it feels like you are entering a private residential garden. Ornamental plantings by the neighbors conceal the stormwater vault and buffer public access. Several significant Douglas fir trees exist at the length of the street end corridor. The understory comprises an ornamental thicket of laurel, invasive blackberry, and ivy.

Parking Analysis

Street parking is available.

Visual Resources and Signage

The street views of the lake are not available at this location. Once in the site and descending the slope, views of the lake can be achieved, and views would be improved with strategic vegetation removal and thinning.

Structures

The fencing and gate at the entry point appear to be the only structures at this location.

CPTED Concerns

With a decent canopy cover of trees and understory of shrubs and with the site access sloping away from the site entry, it does limit views from the street. The neighbors have decent views of the ROW access, so a sense of eyes on the space or safety is felt.

Encroachment
Potential 6-foot privacy fence, a portion of driveway and gate in the ROW.

Utilities
There is a stormwater utility vault at entry.

Accessible Route Opportunities
An accessible route does not appear achievable due to the steep grade at the site. A small gathering area at the top of the bank could be provided to offer accessible view access.

Recommendations
The site has great improvement opportunities, such as an enhanced pocket beach with amenities. Consider a small plaza, bench seating or picnic table, riparian enhancement, and public access signage.

Proposed improvements include:

1. New surfacing is proposed at the entry to create a small arrival space to the street end site.
2. The site entry improves the site's identity as a public street end for use by the greater community, offering access to the shore of Gravelly Lake. In its current form, the site appears to be privately owned.
3. The street end marker is located at this NW edge to align with the street's center line, creating a visual connection to the site.
4. Traffic-rated bollards are proposed to replace the wooden gate and fence and open the site lines to the street end space.
5. Painted street art at the entry to highlight the entry to the public space.
6. The existing stormwater vault and associated structures are maintained and now have better access. The proposed path moves around the vaults to the west.
7. New perimeter fence is a concrete rail fence to delineate the ROW edge to adjacent neighbors.
8. The proposed path is a narrow 4’ wide crushed rock surface path that navigates through and around the existing vegetation. The upper portion of the path offers an accessible route that terminates at a small overlook or viewpoint and stair access to the lake. At this overlook begins a substantial descent meandering the user down a series of timber steps and trail switchbacks to descend the steep slope and arrive at a beautiful pocket beach that offers lake views.
9. Beach enhancements include adding a blended rounded gravel rock mix of 1" diameter to pea gravel-sized material above OHW. Habitat boulders are proposed as informal seating elements and beach features, a small habitat log placed at the beach edge is also included.
10. Landscape improvements include invasive removal on the slope and native plant restoration. The plant palette will be limited to low-growing shrubs such as sword fern, salal and snowberry.

NOTES:

1. USE AVAILABLE ON STREET PARKING.

GRAVELLY LAKE

EX.ROCKERY

BEACH ENHANCEMENT

LOG BENCH

APPARENT ENCROACHMENT

TIMBER STEPS WITH GRAVEL TREAD, TYP.

ADA ON-GRADE VIEWPOINT WITH BENCH SEATING

EX. HOUSE

EX. DRIVEWAY

EX. SHED

APPARENT ENCROACHMENT

RELOCATED MAIL BOX

STREET END MARKER

EX. STORMWATER VAULT

DRIVE ACCESS TYP.

EX. CATCH BASIN SAVE & PROTECT

TIMBER STAIRS, TYP.

EX.TREE SAVE & PROTECT

NATIVE PLANTING TYP.

EX.TREE SAVE & PROTECT

APPARENT ENCROACHMENT

3'-4' WIDE ACCESSIBLE CRUSHED ROCK PATH

CONCRETE RAIL FENCE

EX. DRIVEWAY

PROPOSED BIKE RACK

BOLLARDS

STREET ART

EX. HOUSE

DRIVE ACCESS TYP.

LINWOOD LN SW

13 LINWOOD LN SW - GRAVELLY LAKE (ACCESSIBLE)

LAKEWOOD STREET ENDS - CONCEPT PLANS

CITY OF LAKEWOOD, WA 1996

j.a. brennan associates PLLC

Scale: 1" = 10'-0"

0' 10' 20'

293

DATE : 01/11/2023

Cost Estimates

Preliminary cost estimates to accompany proposed site designs have been developed and include contingencies, cost escalation from 2022 to 2024 at 10% each year, a permit allowance for development and WSST. (See Appendix A)

Next Steps:

A matrix to summarize key scope criteria of all sites was created to help prioritize future decision-making. (See Appendix B) Through the next phase of this process the City will consult with the Parks & Recreation Advisory Board for their recommendation for future design or development of the street ends and propose a recommendation to City Council.

Appendices City of Lakewood Street Ends Concept Design

Appendix A 2009 Study PRAB Recommendation

Summary Recommendations Street Ends Evaluation 2009		
Site #	**Site / Street End**	**PRAB Recommendations**
Lake Steilacoom		
1	Westlake Ave.	Maintain, improve or develop
2	Mt. Tacoma Dr.	Lease
3	Beach Lane	Maintain, improve or develop
4	Lake Avenue	Lease
5	100th Street	Vacate and sell
6	Holly Hedge	Vacate and sell
7	Edgewater Park	Maintain, improve or develop
American Lake		
8	Lake City Blvd.	Maintain, improve or develop
9	Wadsworth St	Maintain, improve or develop
Lake Louise		
10	104th / Melody Lane	Maintain, improve or develop
11	Holden St	Maintain, improve or develop
Gravelly Lake		
12	Hilltop Lane	Leave as-is
13	Linwood Lane	Leave as-is

Appendix B Street Ends Matrix Summary

Street End Site	Lake	ADA Access & Parking	Development Level Proposed	Development Cost	Existing Lake Public Access	Apparent Encroachment	Current Community Use	Score
(Scoring Criteria)= Includes proposed site development		(2) both (1) access (0) none	(1) heavy (2) moderate (3) minor (0) none	(3) >$300K (2) $300-500K (1) >$500K	(0) yes (3) none*	(0) structures (1) landscaping (2) none	(0) none (1) moderate (3) heavy*	TOTAL
1. Westlake Ave	Steilacoom	2	1	2	0	2	1	**8**
2. Mt Tacoma Dr	Steilacoom	0	3	3	0	1	0	**7**
3. Beach Lane	Steilacoom	0	2	3	0	1	0	**6**
4. Lake Avenue	Steilacoom	0	2	2	0	0	1	**5**
5. 100th Street	Steilacoom	0	2	3	0	0	1	**6**
6. Holly Hedge Ln.	Steilacoom	0	0	0	0	1	0	**1**
8. Lake City Blvd	American	2	1	1	0	0	3	**7**
9. Wadsworth St	American	0	3	3	0	2	3	**11**
10. 104th St/ Melody Ln	Louise	0	2	2	0	0	3	**7**
11. Holden St	Louise	2	1	1	0	1	0	**5**
12. Hilltop Ln	Gravelly	0	0	0	3	1	0	**4**
13. Linwood Ln	Gravelly	1	1	2	3	1	0	**8**

* Criteria was weighted to support sites currently being used, future ADA access & parking and access to lakes without current public access.

Appendix C Site Cost Estimates

Lakewood Street Ends Water Access Concept Designs

Client: City of Lakewood -Parks and Recreation Department

PRELIMINARY BUDGET ESTIMATE

Cost Summary of Sites

Date: 11-Jan-23

j.a. brennan associates PLLC
2701 1st Ave, Suite 510
Seattle, WA 98121
(206) 583-0620

Lake		Project Site	Improvement Type	Summary Cost
Steilacoom Lake				
	1	1 Sw Westlake Ave	Heavy Development	$ 444,291.77
	2	2 Mt Tacoma Dr SW	Minor Development	$ 260,650.71
	3	3 Beach Lane	Moderate Developmnet	$ 280,031.01
	4	4 Lake Ave SW	Moderate Developmnet	$ 300,116.04
	5	5 100th Avenue SW	Moderate Developmnet	$ 257,331.63
	6	6 Holly Hedge	(No Development)	$ -
American Lake	7	8 Lake City Blvd	Heavy Developmnet	$ 558,038.73
	8	9 Wadsworth St.	Minor Development	$ 135,900.74
Lake Louise	9	10 104th St. Melody Ln	Moderate Developmnet	$ 370,487.52
	10	11 Holden st	Heavy Development	$ 574,563.70
Gravelly Lake	11	12 Hilltop Lane	(No Development)	$ -
	12	13 Linwood Lane SW	Heavy Development	$ 482,911.40
Total Project Costs				**$ 3,664,323.25**

Cost Estimating Notes:

RS MEANS 2022 City Cost index: -- year

Lakewood Street Ends Water Access Concept Designs

Client: City of Lakewood - Parks and Recreation Department
PRELIMINARY BUDGET ESTIMATE

Project Site #1: Westlake Ave SW
Site Area +/- : 9800 sf
Date: 11-Jan-23
Lake: Steilacoom Lake
Improvement Type: Heavy Development

j.a. brennan associates PLLC
2701 1st Ave, Suite 510
Seattle, WA 98121
(206) 583-0620

MOBILIZATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Mobilization	10	%	195,435.00	19,543.50	
						$19,543.50

DEMOLITION , CLEARING & EROSION CONTROL

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Site Survey Work	1	LS	6,000.00	6,000.00	
2	Demo/BMP/ TESC/Protection of Plants, Facilities	1	LS	7,000.00	7,000.00	
3	Clear, Grub, Haul, & Dump	0.25	AC	40,000.00	10,000.00	
4	Demo guardrail	35	LF	35.00	1,225.00	
5	Saw Cut and Demo asphalt grind edge	140	SY	20.00	2,800.00	
						$27,025.00

GRADING & DRAINAGE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Grading	1	LS	4,000.00	4,000.00	
2	Stormwater Improvement	1	LS	8,000.00	8,000.00	
						$12,000.00

Parking Improvements

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	ADA Van Stall - Universal Accessible Symbol	1	EA	350.00	350.00	
2	Van Stall Sign	1	LS	1,200.00	1,200.00	
3	No Parking Sign	1	LS	1,200.00	1,200.00	
4	Stripping for ADA Stall	80	LF	85.00	6,800.00	
5	Asphalt Paving Restoration (driveway & parking) 3" section	200	SF	6.00	1,200.00	
6	Seal Coat asphalt	65	SY	4.00	260.00	
						$11,010.00

Beach Enhancement

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Rounded pea gravel aggregate	2	TN	140.00	280.00	
2	Habitat log	0	EA	1,400.00	0.00	
3	Habitat boulder	2	TN	1,500.00	3,000.00	
4	Cut Stone feature	0	TN	1,800.00	0.00	
						$3,280.00

Overwater Structures

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Deck Structure	0	SF	120.00	0.00	
2	Float or pile support wharf	0	LF	600.00	0.00	
						$0.00

PEDESTRIAN CIRCULATION & HARDSCAPE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	6' Wide Asphalt Path	220	LF	26.00	5,720.00	
2	6' Wide Crushed Rock Path	0	SF	6.00	0.00	
3	4' Wide crushed rock path	0	SF	6.00	0.00	
4	Beach Stairs - Stone 8'- length	0	LF	700.00	0.00	
5	Painted Street Art - Thermoplastic paint	135	LF	15.00	2,025.00	
6	Concrete paving 6" (Small Entry Plaza)	1250	SF	16.00	20,000.00	
7	Concrete paving (4")	0	SF	11.00	0.00	
8	Cut Stone seating stairs 8' long	0	LF	165.00	0.00	
9	6' Wide concrete stairs	0	LF	202.00	0.00	
10	Timber Steps	0	LF	55.00	0.00	
11	Landscape Cobble Rock	0.5	TN	400.00	200.00	
12	Retaining Wall - Boulder rockery	1	TN	1,500.00	1,500.00	
13	Retaining Wall - Cut Stone	0	LF	600.00	0.00	
14	Retaining/ Seat Wall - Concrete	2	CY	2,000.00	4,000.00	
15	Retaining Wall - CMU Block Wall	0	LF	300.00	0.00	
						$33,445.00

SITE FURNITURE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Picnic Table	1	EA	4,200.00	4,200.00	
2	Bench	1	EA	3,800.00	3,800.00	
3	Bollards	10	EA	1,500.00	15,000.00	
4	Pine Rail Fence	0	LF	30.00	0.00	
5	6' Chain Link Fence with slats	0	LF	35.00	0.00	
6	Concrete Rail Fence	315	LF	125.00	39,375.00	
7	Ornamental Steel fence	0	LF	75.00	0.00	
8	Waterfront Access Sign	1	EA	2,300.00	2,300.00	
9	Park Rules Sign	1	EA	5,000.00	5,000.00	
10	Site marker- Sculptural piece - Stainless steel Post	1	EA	13,000.00	13,000.00	
11	Interpretive Signage	0	EA	4,500.00	0.00	
12	Bike Rack	1	EA	1,300.00	1,300.00	
						$83,975.00

PLANTING & IRRIGATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Restoration Native Planting	650	SF	8.00	5,200.00	
2	Native meadow	6,500	SF	3.00	19,500.00	
						$24,700.00

	Estimate Subtotal					**214,978.50**
	Escalate to Summer 2024 (10% per year)	10%	%	214,978.50	21,497.85	
	General Contractor Overhead and Profit	12%	%	236,476.35	28,377.16	
	Sales Tax (Lakewood)	10%	%	264,853.51	26,485.35	
	Design Contingency	25%	%	291,338.86	72,834.72	
	Permitting	2%	%	364,173.58	7,283.47	
	Design Fee	20%	%	364,173.58	72,834.72	
	GRAND TOTAL					***444,291.77***

ASSUMPTIONS: Costs are preliminary. Cost in 2022 U.S. Dollars.

Cost Estimating Notes:
RS MEANS 2022 City Cost index: --
Inflation 8%-10% per year

Lakewood Street Ends Water Access Concept Designs

Client: City of Lakewood - Parks and Recreation Department
PRELIMINARY BUDGET ESTIMATE

Project Site #2: Mt. Tacoma Dr.
Site Area +/- : 2100 sf
Date: 11-Jan-23
Lake: Steilacoom Lake
Improvement Type: Minor Development

j.a. brennan associates PLLC
2701 1st Ave, Suite 510
Seattle, WA 98121
(206) 583-0620

MOBILIZATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Mobilization	10	%	114,655.00	11,465.50	
						$11,465.50

DEMOLITION , CLEARING & EROSION CONTROL

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Site Survey Work	1	LS	6,000.00	6,000.00	
2	Demo/BMP/ TESC/Protection of Plants, Facilities	1	LS	7,000.00	7,000.00	
3	Clear, Grub, Haul, & Dump	0.18	AC	40,000.00	7,200.00	
4	Demo guardrail	10	LF	35.00	350.00	
5	Saw Cut and Demo asphalt grind edge	140	SY	20.00	2,800.00	
						$23,350.00

GRADING & DRAINAGE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Grading	1	LS	4,500.00	4,500.00	
2	Stormwater Improvement	1	LS	5,000.00	5,000.00	
						$9,500.00

Parking Improvements

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	ADA Van Stall - Universal Accessible Symbol		EA	350.00	0.00	
2	Van Stall Sign		LS	1,200.00	0.00	
3	No Parking Sign	1	LS	1,200.00	1,200.00	
4	Stripping for ADA Stall		LF	85.00	0.00	
5	Asphalt Paving Restoration (driveway & parking) 3" section	200	SF	6.00	1,200.00	
6	Seal Coat asphalt	55	SY	4.00	220.00	
						$2,620.00

Beach Enhancement

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Rounded pea gravel aggregate	1.5	TN	140.00	210.00	
2	Habitat log	0	EA	1,400.00	0.00	
3	Habitat boulder	1.5	TN	1,500.00	2,250.00	
4	Cut Stone feature	1	TN	1,800.00	1,800.00	
						$4,260.00

Overwater Structures

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Deck Structure	0	SF	120.00	0.00	
2	Float or pile support wharf	0	LF	600.00	0.00	
						$0.00

PEDESTRIAN CIRCULATION & HARDSCAPE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	6' Wide Asphalt Path	0	LF	26.00	0.00	
2	6' Wide Crushed Rock Path	0	SF	6.00	0.00	
3	4' Wide crushed rock path	350	SF	6.00	2,100.00	
4	Beach Stairs - Stone 8'- length	0	LF	700.00	0.00	
5	Painted Street Art - Thermoplastic paint	100	LF	15.00	1,500.00	
6	Concrete paving 6" (Small Entry Plaza)	200	SF	16.00	3,200.00	
7	Concrete paving (4")	0	SF	11.00	0.00	
8	Cut Stone seating stairs 8' long	0	LF	165.00	0.00	
9	6' Wide concrete stairs	0	LF	202.00	0.00	
10	Timber Steps	0	LF	55.00	0.00	
11	Landscape Cobble Rock	0.5	TN	400.00	200.00	
12	Retaining Wall - Boulder rockery		TN	1,500.00	0.00	
13	Retaining Wall - Cut Stone	0	LF	600.00	0.00	
14	Retaining/ Seat Wall - Concrete	2	CY	2,000.00	4,000.00	
15	Retaining Wall - CMU Block Wall	0	LF	300.00	0.00	
						$11,000.00

SITE FURNITURE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Picnic Table	1	EA	4,200.00	4,200.00	
2	Bench	2	EA	3,800.00	7,600.00	
3	Bollards	6	EA	1,500.00	9,000.00	
4	Pine Rail Fence	0	LF	30.00	0.00	
5	6' Chain Link Fence with slats	0	LF	35.00	0.00	
6	Concrete Rail Fence	125	LF	125.00	15,625.00	
7	Ornamental Steel fence	0	LF	75.00	0.00	
8	Waterfront Access Sign	1	EA	2,300.00	2,300.00	
9	Park Rules Sign	1	EA	5,000.00	5,000.00	
10	Site marker- Sculptural piece - Stainless steel Post	1	LS	13,000.00	13,000.00	
11	Interpretive Signage	0	EA	4,500.00	0.00	
12	Bike Rack	0	EA	1,300.00	0.00	
						$56,725.00

PLANTING & IRRIGATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Restoration Native Planting	300	SF	8.00	2,400.00	
2	Native meadow	1,600	SF	3.00	4,800.00	
						$7,200.00
	Estimate Subtotal					**126,120.50**
	Escalate to Summer 2024 (10% per year)	10%	%	126,120.50	12,612.05	
	General Contractor Overhead and Profit	12%	%	138,732.55	16,647.91	
	Sales Tax (Lakewood)	10%	%	155,380.46	15,538.05	
	Design Contingency	25%	%	170,918.50	42,729.63	
	Permitting	2%	%	213,648.13	4,272.96	
	Design Fee	20%	%	213,648.13	42,729.63	
	GRAND TOTAL					***260,650.71***

ASSUMPTIONS: Costs are preliminary. Cost in 2022 U.S. Dollars.

Cost Estimating Notes:
RS MEANS 2022 City Cost index: --
Inflation 8%-10% per year

Lakewood Street Ends Water Access Concept Designs

Client: City of Lakewood - Parks and Recreation Department
PRELIMINARY BUDGET ESTIMATE

Project Site #3: Beach Lane
Site Area +/- : 2700 sf
Date: 11-Jan-23
Lake: Steilacoom Lake
Improvement Type: Moderate Development

j.a. brennan associates pllc
2701 1st Ave, Suite 510
Seattle, WA 98121
(206) 583-0620

MOBILIZATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Mobilization	10	%	123,180.00	12,318.00	
						$12,318.00

DEMOLITION , CLEARING & EROSION CONTROL

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Site Survey Work	1	LS	6,000.00	6,000.00	
2	Demo/BMP/ TESC/Protection of Plants, Facilities	1	LS	7,000.00	7,000.00	
3	Clear, Grub, Haul, & Dump	0.12	AC	40,000.00	4,800.00	
4	Demo guardrail	0	LF	35.00	0.00	
5	Saw Cut and Demo asphalt grind edge	0	SY	20.00	0.00	
						$17,800.00

GRADING & DRAINAGE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Grading	1	LS	3,000.00	3,000.00	
2	Stormwater Improvement	1	LS	5,000.00	5,000.00	
						$8,000.00

Parking Improvements

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	ADA Van Stall - Universal Accessible Symbol	0	EA	350.00	0.00	
2	Van Stall Sign	0	LS	1,200.00	0.00	
3	No Parking Sign	1	LS	1,200.00	1,200.00	
4	Stripping for ADA Stall	0	LF	85.00	0.00	
5	Asphalt Paving Restoration (driveway & parking) 3" section	230	SF	6.00	1,380.00	
6	Seal Coat asphalt	25	SY	4.00	100.00	
						$2,680.00

Beach Enhancement

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Rounded pea gravel aggregate	2	TN	140.00	280.00	
2	Habitat log	1	EA	1,400.00	1,400.00	
3	Habitat boulder	3	TN	1,500.00	4,500.00	
4	Cut Stone seat	0	TN	1,500.00	0.00	
						$6,180.00

Overwater Structures

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Deck Structure	0	SF	120.00	0.00	
2	Float or pile support wharf	0	LF	600.00	0.00	
						$0.00

PEDESTRIAN CIRCULATION & HARDSCAPE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	6' Wide Asphalt Path	0	LF	26.00	0.00	
2	6' Wide Crushed Rock Path	0	SF	6.00	0.00	
3	4' Wide crushed rock path	500	SF	6.00	3,000.00	
4	Beach Stairs - Stone 8'- length	12	LF	700.00	8,400.00	
5	Painted Street Art - Thermoplastic paint	130	LF	15.00	1,950.00	
6	Concrete paving 6" (Small Entry Plaza)	320	SF	16.00	5,120.00	
7	Concrete paving (4")	0	SF	11.00	0.00	
8	Cut Stone seating stairs 8' long	0	LF	165.00	0.00	
9	6' Wide concrete stairs	0	LF	202.00	0.00	
10	Timber Steps	0	LF	55.00	0.00	
11	Landscape Cobble Rock	1	TN	400.00	400.00	
12	Retaining Wall - Boulder rockery	2	TN	1,500.00	3,000.00	
13	Retaining Wall - Cut Stone	0	LF	600.00	0.00	
14	Retaining/ Seat Wall - Concrete	0	CY	2,000.00	0.00	
15	Retaining Wall - CMU Block Wall	0	LF	300.00	0.00	
						$21,870.00

SITE FURNITURE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Picnic Table	1	EA	4,200.00	4,200.00	
2	Bench	1	EA	3,800.00	3,800.00	
3	Bollards	7	EA	1,500.00	10,500.00	
4	Pine Rail Fence	0	LF	30.00	0.00	
5	6' Chain Link Fence with slats	0	LF	35.00	0.00	
6	Concrete Rail Fence	150	LF	125.00	18,750.00	
7	Ornamental Steel fence	0	LF	75.00	0.00	
8	Waterfront Access Sign	1	EA	2,300.00	2,300.00	
9	Park Rules Sign	1	EA	5,000.00	5,000.00	
10	Site marker- Sculptural piece - Stainless steel Post	1	LS	13,000.00	13,000.00	
11	Interpretive Signage	0	EA	4,500.00	0.00	
12	Bike Rack	1	EA	1,300.00	1,300.00	
						$58,850.00

PLANTING & IRRIGATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Restoration Native Planting	600	SF	8.00	4,800.00	
2	Native meadow	1,000	SF	3.00	3,000.00	
						$7,800.00
	Estimate Subtotal					**135,498.00**
	Escalate to Summer 2024 (10% per year)	10%	%	135,498.00	13,549.80	
	General Contractor Overhead and Profit	12%	%	149,047.80	17,885.74	
	Sales Tax (Lakewood)	10%	%	166,933.54	16,693.35	
	Design Contingency	25%	%	183,626.89	45,906.72	
	Permitting	2%	%	229,533.61	4,590.67	
	Design Fee	20%	%	229,533.61	45,906.72	
	GRAND TOTAL					***280,031.01***

ASSUMPTIONS: Costs are preliminary. Cost in 2022 U.S. Dollars.

Cost Estimating Notes:
RS MEANS 2022 City Cost index: --
Inflation 8%-10% per year

Lakewood Street Ends Water Access Concept Designs

Client: City of Lakewood - Parks and Recreation Department
PRELIMINARY BUDGET ESTIMATE

Project Site #4: Lake Ave SW
Site Area +/- : 3500 sf
Date: 11-Jan-23
Lake: Steilacoom Lake
Improvement Type: Moderate Development

j.a. brennan associates pllc
2701 1st Ave, Suite 510
Seattle, WA 98121
(206) 583-0620

MOBILIZATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Mobilization	10	%	132,015.00	13,201.50	
						$13,201.50

DEMOLITION , CLEARING & EROSION CONTROL

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Site Survey Work	1	LS	6,000.00	6,000.00	
2	Demo/BMP/ TESC/Protection of Plants, Facilities	1	LS	7,000.00	7,000.00	
3	Clear, Grub, Haul, & Dump	0.1	AC	40,000.00	4,000.00	
4	Demo guardrail	12	LF	35.00	420.00	
5	Saw Cut and Demo asphalt grind edge	14	SY	20.00	280.00	
						$17,700.00

GRADING & DRAINAGE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Grading	1	LS	3,000.00	3,000.00	
2	Stormwater Improvement	1	LS	12,500.00	12,500.00	
						$15,500.00

Parking Improvements

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	ADA Van Stall - Universal Accessible Symbol	0	EA	350.00	0.00	
2	Van Stall Sign	0	LS	1,200.00	0.00	
3	No Parking Sign	1	LS	1,200.00	1,200.00	
4	Stripping for ADA Stall	0	LF	85.00	0.00	
5	Asphalt Paving Restoration (driveway & parking) 3" section	0	SF	6.00	0.00	
6	Seal Coat asphalt	40	SY	4.00	160.00	
						$1,360.00

Beach Enhancement

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Rounded pea gravel aggregate	2	TN	140.00	280.00	
2	Habitat log	0	EA	1,400.00	0.00	
2	Habitat boulder	2	TN	1,500.00	3,000.00	
3	Cut Stone feature	1	TN	1,800.00	1,800.00	
3	Shoreline Armouring	1	TN	250.00	250.00	
						$5,330.00

Overwater Structures

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Deck Structure	0	SF	120.00	0.00	
2	Float or pile support wharf	0	LF	600.00	0.00	
						$0.00

PEDESTRIAN CIRCULATION & HARDSCAPE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	6' Wide Asphalt Path	0	LF	26.00	0.00	
2	6' Wide Crushed Rock Path	0	SF	6.00	0.00	
3	4' Wide crushed rock path	350	SF	6.00	2,100.00	
4	Beach Stairs - Stone 8'- length	0	LF	700.00	0.00	
5	Painted Street Art - Thermoplastic paint	80	LF	15.00	1,200.00	
6	Concrete paving 6" (Small Entry Plaza)	300	SF	16.00	4,800.00	
7	Concrete paving (4")	0	SF	11.00	0.00	
8	Cut Stone seating stairs 8' long	0	LF	165.00	0.00	
9	6' Wide concrete stairs	0	LF	202.00	0.00	
10	Timber Steps	0	LF	55.00	0.00	
11	Landscape Cobble Rock	0	TN	400.00	0.00	
12	Retaining Wall - Boulder rockery /headwall	1	TN	1,500.00	1,500.00	
13	Retaining Wall - Cut Stone	0	LF	600.00	0.00	
14	Retaining/ Seat Wall - Concrete	0	CY	2,000.00	0.00	
15	Retaining Wall - CMU Block Wall	25	LF	300.00	7,500.00	
						$17,100.00

SITE FURNITURE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Picnic Table	0	EA	4,200.00	0.00	
2	Bench	1	EA	3,800.00	3,800.00	
3	Bollards	4	EA	1,500.00	6,000.00	
4	Pine Rail Fence	0	LF	30.00	0.00	
5	6' Chain Link Fence with slats	0	LF	35.00	0.00	
6	Concrete Rail Fence	125	LF	125.00	15,625.00	
7	Ornamental Steel fence	0	LF	75.00	0.00	
8	Waterfront Access Sign	1	EA	2,300.00	2,300.00	
9	Park Rules Sign	1	EA	5,000.00	5,000.00	
10	Site marker- Sculptural piece - Stainless steel Post	1	LS	13,000.00	13,000.00	
11	Interpretive Signage	0	EA	4,500.00	0.00	
12	Bike Rack	1	EA	1,300.00	1,300.00	
						$47,025.00

PLANTING & IRRIGATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Restoration Native Planting	3,500	SF	8.00	28,000.00	
2	Native meadow	0	SF	3.00	0.00	
						$28,000.00
	Estimate Subtotal					**145,216.50**
	Escalate to Summer 2024 (10% per year)	10%	%	145,216.50	14,521.65	
	General Contractor Overhead and Profit	12%	%	159,738.15	19,168.58	
	Sales Tax (Lakewood)	10%	%	178,906.73	17,890.67	
	Design Contingency	25%	%	196,797.40	49,199.35	
	Permitting	2%	%	245,996.75	4,919.94	
	Design Fee	20%	%	245,996.75	49,199.35	
	GRAND TOTAL					***300,116.04***

ASSUMPTIONS: Costs are preliminary. Cost in 2022 U.S. Dollars.

Cost Estimating Notes:
RS MEANS 2022 City Cost index: --
Inflation 8%-10% per year

Lakewood Street Ends Water Access Concept Designs

Client: City of Lakewood - Parks and Recreation Department
PRELIMINARY BUDGET ESTIMATE

Project Site #5: 100th Avenue SW
Site Area +/- : 4600 sf
Date: 11-Jan-23
Lake: Steilacoom Lake
Improvement Type: Moderate Development

j.a. brennan associates PLLC
2701 1st Ave, Suite 510
Seattle, WA 98121
(206) 583-0620

MOBILIZATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Mobilization	10	%	113,195.00	11,319.50	
						$11,319.50

DEMOLITION , CLEARING & EROSION CONTROL

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Site Survey Work	1	LS	6,000.00	6,000.00	
2	Demo/BMP/ TESC/Protection of Plants, Facilities	1	LS	7,000.00	7,000.00	
3	Clear, Grub, Haul, & Dump	0.12	AC	40,000.00	4,800.00	
4	Demo guardrail	16	LF	35.00	560.00	
5	Saw Cut and Demo asphalt grind edge	50	SY	20.00	1,000.00	
						$13,360.00

GRADING & DRAINAGE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Grading	1	LS	3,000.00	3,000.00	
2	Stormwater Improvement	1	LS	5,000.00	5,000.00	
						$8,000.00

Parking Improvements

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	ADA Van Stall - Universal Accessible Symbol	0	EA	350.00	0.00	
2	Van Stall Sign	0	LS	1,200.00	0.00	
3	No Parking Sign	1	LS	1,200.00	1,200.00	
4	Stripping for ADA Stall	0	LF	85.00	0.00	
5	Asphalt Paving Restoration (driveway & parking) 3" section	0	SF	6.00	0.00	
6	Seal Coat asphalt	55	SY	4.00	220.00	
						$1,420.00

Beach Enhancement

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Rounded pea gravel aggregate	208	TN	140.00	29,120.00	
2	Habitat log	2	EA	1,400.00	2,800.00	
3	Habitat boulder	9	TN	1,500.00	13,500.00	
4	Cut Stone feature	2	TN	1,800.00	3,600.00	
						$49,020.00

Overwater Structures

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Deck Structure	0	SF	120.00	0.00	
2	Float or pile support wharf	0	LF	600.00	0.00	
						$0.00

PEDESTRIAN CIRCULATION & HARDSCAPE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	6' Wide Asphalt Path	0	LF	26.00	0.00	
2	6' Wide Crushed Rock Path	410	SF	6.00	2,460.00	
3	4' Wide crushed rock path	0	SF	6.00	0.00	
4	Beach Stairs - Stone 8'- length	0	LF	700.00	0.00	
5	Painted Street Art - Thermoplastic paint	120	LF	15.00	1,800.00	
6	Concrete paving 6" (Small Entry Plaza)	620	SF	16.00	9,920.00	
7	Concrete paving (4")	0	SF	11.00	0.00	
8	Cut Stone seating stairs 8' long	0	LF	165.00	0.00	
9	6' Wide concrete stairs	0	LF	202.00	0.00	
10	Timber Steps	30	LF	55.00	1,650.00	
11	Landscape Cobble Rock	0	TN	400.00	0.00	
12	Retaining Wall - Boulder rockery	0	TN	1,500.00	0.00	
13	Retaining Wall - Cut Stone	0	LF	600.00	0.00	
14	Retaining/ Seat Wall - Concrete	0	CY	2,000.00	0.00	
15	Retaining Wall - CMU Block Wall	0	LF	300.00	0.00	
						$15,830.00

SITE FURNITURE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Picnic Table	1	EA	4,200.00	4,200.00	
2	Bench	1	EA	3,800.00	3,800.00	
3	Bollards	6	EA	1,500.00	9,000.00	
4	Pine Rail Fence	0	LF	30.00	0.00	
5	6' Chain Link Fence with slats	0	LF	35.00	0.00	
6	Concrete Rail Fence	158	LF	125.00	19,750.00	
7	Ornamental Steel fence	0	LF	75.00	0.00	
8	Waterfront Access Sign	0	EA	2,300.00	0.00	
9	Park Rules Sign	1	EA	5,000.00	5,000.00	
10	Site marker- Sculptural piece - Stainless steel Post	1	LS	13,000.00	13,000.00	
11	Interpretive Signage	0	EA	4,500.00	0.00	
12	Bike Rack	1	EA	1,300.00	1,300.00	
						$56,050.00

PLANTING & IRRIGATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Restoration Native Planting	2,020	SF	8.00	16,160.00	
2	Native meadow	1,265	SF	3.00	3,795.00	
						$19,955.00
	Estimate Subtotal					**124,514.50**
	Escalate to Summer 2024 (10% per year)	10%	%	124,514.50	12,451.45	
	General Contractor Overhead and Profit	12%	%	136,965.95	16,435.91	
	Sales Tax (Lakewood)	10%	%	153,401.86	15,340.19	
	Design Contingency	25%	%	168,742.05	42,185.51	
	Permitting	2%	%	210,927.56	4,218.55	
	Design Fee	20%	%	210,927.56	42,185.51	
	GRAND TOTAL					***257,331.63***

ASSUMPTIONS: Costs are preliminary. Cost in 2022 U.S. Dollars.

Cost Estimating Notes:
RS MEANS 2022 City Cost index: --
Inflation 8%-10% per year

Lakewood Street Ends Water Access Concept Designs

Client: City of Lakewood - Parks and Recreation Department
PRELIMINARY BUDGET ESTIMATE

Project Site #8: Lake City Blvd
Site Area +/- : 5810 sf
Date: 11-Jan-23
Lake: American Lake
Improvement Type: Heavy Development

j.a. brennan associates PLLC
2701 1st Ave, Suite 510
Seattle, WA 98121
(206) 583-0620

MOBILIZATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Mobilization	10	%	245,470.00	24,547.00	
						$24,547.00

DEMOLITION , CLEARING & EROSION CONTROL

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Site Survey Work	1	LS	6,000.00	6,000.00	
2	Demo/BMP/ TESC/Protection of Plants, Facilities	1	LS	7,000.00	7,000.00	
3	Debris Boom/ Turbidity Curtain	1	LS	8,000.00	8,000.00	
4	Clear, Grub, Haul, & Dump	0.2	AC	40,000.00	8,000.00	
5	Demo guardrail	35	LF	35.00	1,225.00	
6	Remove broken concrete boat launch	1	LS	10,000.00	10,000.00	
7	Saw Cut and Demo asphalt grind edge	65	SY	20.00	1,300.00	
						$41,525.00

GRADING & DRAINAGE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Grading	1	LS	15,000.00	15,000.00	
2	Stormwater Improvement	1	LS	20,000.00	20,000.00	
						$35,000.00

Parking Improvements

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	ADA Van Stall - Universal Accessible Symbol	1	EA	350.00	350.00	
2	Van Stall Sign	1	LS	1,200.00	1,200.00	
3	No Parking Sign	1	LS	1,200.00	1,200.00	
4	Stripping for ADA Stall	330	LF	85.00	28,050.00	
5	Asphalt Paving Restoration (driveway & parking) 3" section	0	SF	6.00	0.00	
6	Seal Coat asphalt	210	SY	4.00	840.00	
						$31,640.00

Beach Enhancement

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Rounded pea gravel aggregate	15	TN	140.00	2,100.00	
2	Habitat log	1	EA	1,400.00	1,400.00	
3	Habitat boulder	5	TN	1,500.00	7,500.00	
4	Cut Stone feature	1	TN	1,800.00	1,800.00	
						$12,800.00

Overwater Structures

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Deck Structure	770	SF	120.00	92,400.00	
2	Pile support deck	180	LF	600.00	108,000.00	
3	Guardrail -Railing	150	LF	180.00	27,000.00	
						$227,400.00

PEDESTRIAN CIRCULATION & HARDSCAPE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	6' Wide Asphalt Path	0	LF	26.00	0.00	
2	6' Wide Crushed Rock Path	0	SF	6.00	0.00	
3	4' Wide crushed rock path	0	SF	6.00	0.00	
4	Beach Stairs - Stone 8'- length	4	LF	700.00	2,800.00	
5	Painted Street Art - Thermoplastic paint	100	LF	15.00	1,500.00	
6	Concrete paving 6" (Small Entry Plaza)	310	SF	16.00	4,960.00	
7	Concrete paving (4")	1345	SF	11.00	14,795.00	
8	Cut Stone seating stairs 8' long	0	LF	165.00	0.00	
9	6' Wide concrete stairs	8	LF	250.00	2,000.00	
10	Timber Steps	0	LF	55.00	0.00	
11	Landscape Cobble Rock	1	TN	400.00	400.00	
12	Retaining Wall - Boulder rockery	0	TN	1,500.00	0.00	
13	Retaining Wall - Cut Stone	0	LF	600.00	0.00	
14	Retaining/ Seat Wall - Concrete	0	CY	2,000.00	0.00	
15	Retaining Wall - Concrete Block Wall	220	LF	300.00	66,000.00	
						$92,455.00

SITE FURNITURE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Picnic Table	1	EA	4,200.00	4,200.00	
2	Bench	1	EA	3,800.00	3,800.00	
3	Bollards	6	EA	1,500.00	9,000.00	
4	Pine Rail Fence	0	LF	30.00	0.00	
5	6' Chain Link Fence with slats	0	LF	35.00	0.00	
6	Concrete Rail Fence	98	LF	125.00	12,250.00	
7	Ornamental Steel fence	0	LF	75.00	0.00	
8	Waterfront Access Sign	1	EA	2,300.00	2,300.00	
9	Park Rules Sign	1	EA	5,000.00	5,000.00	
10	Site marker- Sculptural piece - Stainless steel Post	1	LS	13,000.00	13,000.00	
11	Interpretive Signage	0	EA	4,500.00	0.00	
12	Bike Rack	1	EA	1,300.00	1,300.00	
						$50,850.00

PLANTING & IRRIGATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Restoration Native Planting	3,130	SF	8.00	25,040.00	
2	Native meadow	200	SF	3.00	600.00	
						$25,640.00
	Estimate Subtotal					**270,017.00**
	Escalate to Summer 2024 (10% per year)	10%	%	270,017.00	27,001.70	
	General Contractor Overhead and Profit	12%	%	297,018.70	35,642.24	
	Sales Tax (Lakewood)	10%	%	332,660.94	33,266.09	
	Design Contingency	25%	%	365,927.04	91,481.76	
	City Staff	2%	%	457,408.80	9,148.18	
	Design Fee	20%	%	457,408.80	91,481.76	
	GRAND TOTAL					***558,038.73***

ASSUMPTIONS: Costs are preliminary. Cost in 2022 U.S. Dollars.

Cost Estimating Notes:
RS MEANS 2022 City Cost index: --
Inflation 8%-10% per year

Lakewood Street Ends Water Access Concept Designs

Client: City of Lakewood -Parks and Recreation Department
PRELIMINARY BUDGET ESTIMATE

Project Site #9: Wadsworth St.
Site Area +/- : 892 sf
Date: 11-Jan-23
Lake: American Lake
Improvement Type: Minor Development

j.a. brennan associates PLLC
2701 1st Ave, Suite 510
Seattle, WA 98121
(206) 583-0620

	MOBILIZATION					
Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Mobilization	10	%	59,780.00	5,978.00	
						$5,978.00
	DEMOLITION , CLEARING & EROSION CONTROL					
Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Site Survey Work	1	LS	6,000.00	6,000.00	
2	Demo/BMP/ TESC/Protection of Plants, Facilities	1	LS	4,000.00	4,000.00	
3	Debris Boom/ Turbidity Curtain	1	LS	5,000.00	5,000.00	
4	Clear, Grub, Haul, & Dump	0.1	AC	40,000.00	4,000.00	
5	Demo guardrail	0	LF	35.00	0.00	
6	Saw Cut and Demo asphalt grind edge	80	SY	20.00	1,600.00	
						$20,600.00
	GRADING & DRAINAGE				135,900.74	
Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Grading	1	LS	2,000.00	2,000.00	
2	Stormwater Improvement	0	LS	5,000.00	0.00	
						$2,000.00
	Parking Improvements					
Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	ADA Van Stall - Universal Accessible Symbol	0	EA	350.00	0.00	
2	Van Stall Sign	0	LS	1,200.00	0.00	
3	No Parking Sign	1	LS	1,200.00	1,200.00	
4	Stripping for ADA Stall	0	LF	85.00	0.00	
5	Asphalt Paving Restoration (driveway & parking) 3" section	700	SF	6.00	4,200.00	
6	Seal Coat asphalt	10	SY	4.00	40.00	
						$5,440.00
	Beach Enhancement					
Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Rounded pea gravel aggregate	0	TN	140.00	0.00	
2	Habitat log	0	EA	1,400.00	0.00	
3	Habitat boulder	0	TN	1,500.00	0.00	
4	Cut Stone feature	2	TN	1,800.00	3,600.00	
						$3,600.00
	Overwater Structures					
Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Deck Structure	0	SF	120.00	0.00	
2	Float or pile support wharf	0	LF	600.00	0.00	
						$0.00
	PEDESTRIAN CIRCULATION & HARDSCAPE					
Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	6' Wide Asphalt Path	0	LF	26.00	0.00	
2	Boat ramp extension - in water	200	SF	65.00	13,000.00	
3	6' Wide Crushed Rock Path	0	SF	6.00	0.00	
4	4' Wide crushed rock path	0	SF	6.00	0.00	
5	Beach Stairs - Stone 8'- length	0	LF	700.00	0.00	
6	Painted Street Art - Thermoplastic paint	80	LF	15.00	1,200.00	
7	Concrete paving 6" (Small Entry Plaza)	0	SF	16.00	0.00	
8	Concrete paving (4")	0	SF	11.00	0.00	
9	Cut Stone seating stairs 8' long	0	LF	165.00	0.00	
10	6' Wide concrete stairs	0	LF	202.00	0.00	
11	Timber Steps	0	LF	55.00	0.00	
12	Landscape Cobble Rock	0	TN	400.00	0.00	
13	Retaining Wall - Boulder rockery	0	TN	1,500.00	0.00	
14	Retaining Wall - Cut Stone	0	LF	600.00	0.00	
15	Retaining/ Seat Wall - Concrete	0	CY	2,000.00	0.00	
16	Retaining Wall - CMU Block Wall	0	LF	300.00	0.00	
						$14,200.00
	SITE FURNITURE					
Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Picnic Table	0	EA	4,200.00	0.00	
2	Bench	0	EA	3,800.00	0.00	
3	Bollards	3	EA	1,500.00	4,500.00	
4	Pine Rail Fence	0	LF	30.00	0.00	
5	6' Chain Link Fence with slats	0	LF	35.00	0.00	
6	Concrete Rail Fence	0	LF	125.00	0.00	
7	Ornamental Steel fence	0	LF	75.00	0.00	
8	Waterfront Access Sign	0	EA	2,300.00	0.00	
9	Park Rules Sign	1	EA	5,000.00	5,000.00	
10	Site marker- Sculptural piece - Stainless steel Post	1	LS	13,000.00	13,000.00	
11	Interpretive Signage	0	EA	4,500.00	0.00	
12	Bike Rack	0	EA	1,300.00	0.00	
						$22,500.00
	PLANTING & IRRIGATION					
Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Restoration Native Planting	60	SF	8.00	480.00	
2	Native meadow	0	SF	3.00	0.00	
						$480.00
	Estimate Subtotal					**65,758.00**
	Escalate to Summer 2024 (10% per year)	10%	%	65,758.00	6,575.80	
	General Contractor Overhead and Profit	12%	%	72,333.80	8,680.06	
	Sales Tax (Lakewood)	10%	%	81,013.86	8,101.39	
	Design Contingency	25%	%	89,115.24	22,278.81	
	Permitting	2%	%	111,394.05	2,227.88	
	Design Fee	20%	%	111,394.05	22,278.81	
	GRAND TOTAL					***135,900.74***

ASSUMPTIONS: Costs are preliminary. Cost in 2022 U.S. Dollars.

Cost Estimating Notes:
RS MEANS 2022 City Cost index: --
Inflation 8%-10% per year

Lakewood Street Ends Water Access Concept Designs

Client: City of Lakewood -Parks and Recreation Department
PRELIMINARY BUDGET ESTIMATE

Project Site #10: 104th Melody Ln SW
Site Area +/- :2815 sf
Date: 11-Jan-23
Lake: Lake Louise
Improvement Type: Moderate Development

j.a. brennan associates PLLC
2701 1st Ave, Suite 510
Seattle, WA 98121
(206) 583-0620

MOBILIZATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Mobilization	10	%	162,970.00	16,297.00	
						$16,297.00

DEMOLITION , CLEARING & EROSION CONTROL

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Site Survey Work	1	LS	6,000.00	6,000.00	
2	Demo/BMP/ TESC/Protection of Plants, Facilities	1	LS	7,000.00	7,000.00	
3	Debris Boom/ Turbidity Curtain	1	LS	5,000.00	5,000.00	
4	Clear, Grub, Haul, & Dump	0.1	AC	40,000.00	4,000.00	
5	Misc. Demolition	1	LS	7,000.00	7,000.00	
6	Saw Cut and Demo asphalt grind edge	25	SY	20.00	500.00	
						$29,500.00

GRADING & DRAINAGE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Grading	1	LS	3,000.00	3,000.00	
2	Stormwater Improvement	1	LS	5,000.00	5,000.00	
						$8,000.00

Parking Improvements

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	ADA Van Stall - Universal Accessible Symbol	0	EA	350.00	0.00	
2	Van Stall Sign	0	LS	1,200.00	0.00	
3	No Parking Sign	1	LS	1,200.00	1,200.00	
4	Stripping for ADA Stall	0	LF	85.00	0.00	
5	Asphalt Paving Restoration (driveway & parking) 3" section	0	SF	6.00	0.00	
6	Seal Coat asphalt	0	SY	4.00	0.00	
						$1,200.00

Beach Enhancement

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Rounded pea gravel aggregate	8	TN	140.00	1,120.00	
2	Habitat log	0	EA	1,400.00	0.00	
3	Habitat boulder	3	TN	1,500.00	4,500.00	
4	Cut Stone feature	2	TN	1,800.00	3,600.00	
						$9,220.00

Overwater Structures

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Deck Structure	0	SF	120.00	0.00	
2	Float or pile support wharf	0	LF	600.00	0.00	
						$0.00

PEDESTRIAN CIRCULATION & HARDSCAPE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	6' Wide Asphalt Path	0	LF	26.00	0.00	
2	Paved Concrete Boat Ramp 6" thick	1100	SF	20.00	22,000.00	
3	Boat ramp extension - in water	160	SF	65.00	10,400.00	
4	6' Wide Crushed Rock Path	320	SF	6.00	1,920.00	
5	4' Wide crushed rock path	0	SF	6.00	0.00	
6	Beach Stairs - Stone 8'- length	1	LF	700.00	700.00	
7	Painted Street Art - Thermoplastic paint	120	LF	15.00	1,800.00	
8	Concrete paving 6" (Small Entry Plaza)	400	SF	16.00	6,400.00	
9	Concrete paving (4")	0	SF	11.00	0.00	
10	Cut Stone seating stairs 8' long	0	LF	165.00	0.00	
11	6' Wide concrete stairs	0	LF	202.00	0.00	
12	Timber Steps	102	LF	55.00	5,610.00	
13	Landscape Cobble Rock	1	TN	400.00	400.00	
14	Retaining Wall - Boulder rockery	7	TN	1,500.00	10,500.00	
15	Retaining Wall - Cut Stone	0	LF	600.00	0.00	
16	Retaining/ Seat Wall - Concrete	2	CY	2,000.00	4,000.00	
17	Retaining Wall - CMU Block Wall	15	LF	300.00	4,500.00	
						$68,230.00

SITE FURNITURE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Picnic Table	1	EA	4,200.00	4,200.00	
2	Bench	1	EA	3,800.00	3,800.00	
3	Bollards	6	EA	1,500.00	9,000.00	
4	Pine Rail Fence	0	LF	30.00	0.00	
5	6' Chain Link Fence with slats	0	LF	35.00	0.00	
6	Concrete Rail Fence	96	LF	125.00	12,000.00	
7	Ornamental Steel fence	0	LF	75.00	0.00	
8	Waterfront Access Sign	1	EA	2,300.00	2,300.00	
9	Park Rules Sign	1	EA	5,000.00	5,000.00	
10	Site marker- Sculptural piece - Stainless steel Post	1	LS	13,000.00	13,000.00	
11	Interpretive Signage	0	EA	4,500.00	0.00	
12	Bike Rack	1	EA	1,300.00	1,300.00	
						$50,600.00

PLANTING & IRRIGATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Restoration Native Planting	830	SF	8.00	6,640.00	
2	Native meadow	0	SF	3.00	0.00	
						$6,640.00
	Estimate Subtotal					**179,267.00**
	Escalate to Summer 2024 (10% per year)	10%	%	179,267.00	17,926.70	
	General Contractor Overhead and Profit	12%	%	197,193.70	23,663.24	
	Sales Tax (Lakewood)	10%	%	220,856.94	22,085.69	
	Design Contingency	25%	%	242,942.64	60,735.66	
	Permitting	2%	%	303,678.30	6,073.57	
	Design Fee	20%	%	303,678.30	60,735.66	
	GRAND TOTAL					***370,487.52***

ASSUMPTIONS: Costs are preliminary. Cost in 2022 U.S. Dollars.

Cost Estimating Notes:
RS MEANS 2022 City Cost index: --
Inflation 8%-10% per year

Lakewood Street Ends Water Access Concept Designs

Client: City of Lakewood - Parks and Recreation Department
PRELIMINARY BUDGET ESTIMATE

Project Site #11: Holden St.
Site Area +/- : 13428 sf
Date: 11-Jan-23
Lake: Lake Louise
Improvement Type: Heavy Development

j.a. brennan associates PLLC
2701 1st Ave, Suite 510
Seattle, WA 98121
(206) 583-0620

MOBILIZATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Mobilization	10	%	252,739.00	25,273.90	
						$25,273.90

DEMOLITION , CLEARING & EROSION CONTROL

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Site Survey Work	1	LS	6,000.00	6,000.00	
2	Demo/BMP/ TESC/Protection of Plants, Facilities	1	LS	7,000.00	7,000.00	
3	Clear, Grub, Haul, & Dump	0.3	AC	40,000.00	12,000.00	
4	Misc. Demolition	1	LS	3,500.00	3,500.00	
5	Saw Cut and Demo asphalt grind edge	20	SY	20.00	400.00	
						$28,900.00

GRADING & DRAINAGE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Grading	1	LS	4,500.00	4,500.00	
2	Stormwater Improvement	1	LS	8,500.00	8,500.00	
						$13,000.00

Parking Improvements

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	ADA Van Stall - Universal Accessible Symbol	1	EA	350.00	350.00	
2	Van Stall Sign	1	LS	1,200.00	1,200.00	
3	No Parking Sign	1	LS	1,200.00	1,200.00	
4	Stripping for ADA Stall	210	LF	85.00	17,850.00	
5	Asphalt Paving Restoration (driveway & parking) 3" section	510	SF	6.00	3,060.00	
6	Seal Coat asphalt	0	SY	4.00	0.00	
						$23,660.00

Beach Enhancement

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Rounded pea gravel aggregate	22	TN	140.00	3,080.00	
2	Habitat log	1	EA	1,400.00	1,400.00	
3	Habitat boulder	8	TN	1,500.00	12,000.00	
4	Cut Stone feature	3	TN	1,800.00	5,400.00	
						$21,880.00

Overwater Structures

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Deck Structure	0	SF	120.00	0.00	
2	Float or pile support wharf	0	LF	600.00	0.00	
						$0.00

PEDESTRIAN CIRCULATION & HARDSCAPE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	6' Wide Asphalt Path	225	LF	26.00	5,850.00	
2	6' Wide Crushed Rock Path	0	SF	6.00	0.00	
3	4' Wide crushed rock path	0	SF	6.00	0.00	
4	Beach Stairs - Stone 8'- length	4	LF	700.00	2,800.00	
5	Painted Street Art - Thermoplastic paint	187	LF	15.00	2,805.00	
6	Concrete paving 6" (Small Entry Plaza)	1140	SF	16.00	18,240.00	
7	Concrete paving (4")	0	SF	11.00	0.00	
8	Cut Stone seating stairs 8' long	0	LF	165.00	0.00	
9	6' Wide concrete stairs	0	LF	202.00	0.00	
10	Timber Steps	0	LF	55.00	0.00	
11	Landscape Cobble Rock	23	TN	400.00	9,200.00	
12	Retaining Wall - Boulder rockery	9	TN	1,500.00	13,500.00	
13	Retaining Wall - Cut Stone	0	LF	600.00	0.00	
14	Retaining/ Seat Wall - Concrete	0	CY	2,000.00	0.00	
15	Retaining Wall - CMU Block Wall	0	LF	300.00	0.00	
						$52,395.00

SITE FURNITURE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Picnic Table	1	EA	4,200.00	4,200.00	
2	Bench	1	EA	3,800.00	3,800.00	
3	Bollards	8	EA	1,500.00	12,000.00	
4	Pine Rail Fence	0	LF	30.00	0.00	
5	6' Chain Link Fence with slats	0	LF	35.00	0.00	
6	Concrete Rail Fence	476	LF	125.00	59,500.00	
7	Ornamental Steel fence	0	LF	75.00	0.00	
8	Waterfront Access Sign	1	EA	2,300.00	2,300.00	
9	Park Rules Sign	1	EA	5,000.00	5,000.00	
10	Site marker- Sculptural piece - Stainless steel Post	1	EA	13,000.00	13,000.00	
11	Interpretive Signage	0	EA	4,500.00	0.00	
12	Bike Rack	1	EA	1,300.00	1,300.00	
						$101,100.00

PLANTING & IRRIGATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Restoration Native Planting	7,168	SF	8.00	57,344.00	
2	Native meadow	0	SF	4.00	0.00	
						$57,344.00
	Estimate Subtotal					**278,012.90**
	Escalate to Summer 2024 (10% per year)	10%	%	278,012.90	27,801.29	
	General Contractor Overhead and Profit	12%	%	305,814.19	36,697.70	
	Sales Tax (Lakewood)	10%	%	342,511.89	34,251.19	
	Design Contingency	25%	%	376,763.08	94,190.77	
	Permitting	2%	%	470,953.85	9,419.08	
	Design Fee	20%	%	470,953.85	94,190.77	
	GRAND TOTAL					***574,563.70***

ASSUMPTIONS: Costs are preliminary. Cost in 2022 U.S. Dollars.

Cost Estimating Notes:
RS MEANS 2022 City Cost index: --
Inflation 8%-10% per year

Lakewood Street End Water Access Concept Plans

Client: City of Lakewood - Parks and Recreation Department
PRELIMINARY BUDGET ESTIMATE

Project Site #13: Linwood Lane SW
Site Area +/- : 8020 sf
Date: 11-Jan-23
Lake: Gravelly Lake
Improvement Type: Heavy Development

j.a. brennan associates PLLC
2701 1st Ave, Suite 510
Seattle, WA 98121
(206) 583-0620

MOBILIZATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Mobilization	10	%	212,423.00	21,242.30	
						$21,242.30

DEMOLITION , CLEARING & EROSION CONTROL

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Site Survey Work	1	LS	6,000.00	6,000.00	
2	Demo/BMP/ TESC/Protection of Plants, Facilities	0	LS	7,000.00	0.00	
3	Clear, Grub, Haul, & Dump	0.12	AC	40,000.00	4,800.00	
4	Misc. Demolition	1	LS	6,000.00	6,000.00	
5	Saw Cut and Demo asphalt grind edge	0	SY	20.00	0.00	
						$16,800.00

GRADING & DRAINAGE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Grading	1	LS	6,000.00	6,000.00	
2	Stormwater Improvement	1	LS	7,000.00	7,000.00	
						$13,000.00

Parking Improvements

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	ADA Van Stall - Universal Accessible Symbol	0	EA	350.00	0.00	
2	Van Stall Sign	0	LS	1,200.00	0.00	
3	No Parking Sign	1	LS	1,200.00	1,200.00	
4	Stripping for ADA Stall	0	LF	85.00	0.00	
5	Asphalt Paving Restoration (driveway & parking) 3" section	0	SF	6.00	0.00	
6	Seal Coat asphalt	0	SY	4.00	0.00	
						$1,200.00

Beach Enhancement

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Rounded pea gravel aggregate	7	TN	140.00	980.00	
2	Habitat log	1	EA	1,400.00	1,400.00	
3	Habitat boulder	6	TN	1,500.00	9,000.00	
4	Cut Stone feature	2	TN	1,800.00	3,600.00	
						$14,980.00

Overwater Structures

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Deck Structure	0	SF	120.00	0.00	
2	Float or pile support wharf	0	LF	600.00	0.00	
						$0.00

PEDESTRIAN CIRCULATION & HARDSCAPE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	6' Wide Asphalt Path	0	LF	26.00	0.00	
2	6' Wide Crushed Rock Path	0	SF	6.00	0.00	
3	4' Wide crushed rock path	1418	SF	6.00	8,508.00	
4	Beach Stairs - Stone 8'- length	4	LF	700.00	2,800.00	
5	Painted Street Art - Thermoplastic paint	84	LF	15.00	1,260.00	
6	Concrete paving 6" (Small Entry Plaza)	280	SF	16.00	4,480.00	
7	Concrete paving (4")	0	SF	11.00	0.00	
8	Cut Stone seating stairs 8' long	0	LF	165.00	0.00	
9	6' Wide concrete stairs	0	LF	202.00	0.00	
10	Timber Steps	51	LF	55.00	2,805.00	
11	Landscape Cobble Rock	0	TN	400.00	0.00	
12	Retaining Wall - Boulder rockery	0	TN	1,500.00	0.00	
13	Retaining Wall - Cut Stone	0	LF	600.00	0.00	
14	Retaining/ Seat Wall - Concrete	0	CY	2,000.00	0.00	
15	Retaining Wall - CMU Block Wall	0	LF	300.00	0.00	
						$19,853.00

SITE FURNITURE

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Picnic Table	0	EA	4,200.00	0.00	
2	Bench	2	EA	3,800.00	7,600.00	
3	Bollards	6	EA	1,500.00	9,000.00	
4	Pine Rail Fence	0	LF	30.00	0.00	
5	6' Chain Link Fence with slats	0	LF	35.00	0.00	
6	Concrete Rail Fence	630	LF	125.00	78,750.00	
7	Ornamental Steel fence	0	LF	75.00	0.00	
8	Waterfront Access Sign	1	EA	2,300.00	2,300.00	
9	Park Rules Sign	1	EA	5,000.00	5,000.00	
10	Site marker- Sculptural piece - Stainless steel Post	1	LS	13,000.00	13,000.00	
11	Interpretive Signage	0	EA	4,500.00	0.00	
12	Bike Rack	1	EA	1,300.00	1,300.00	
						$116,950.00

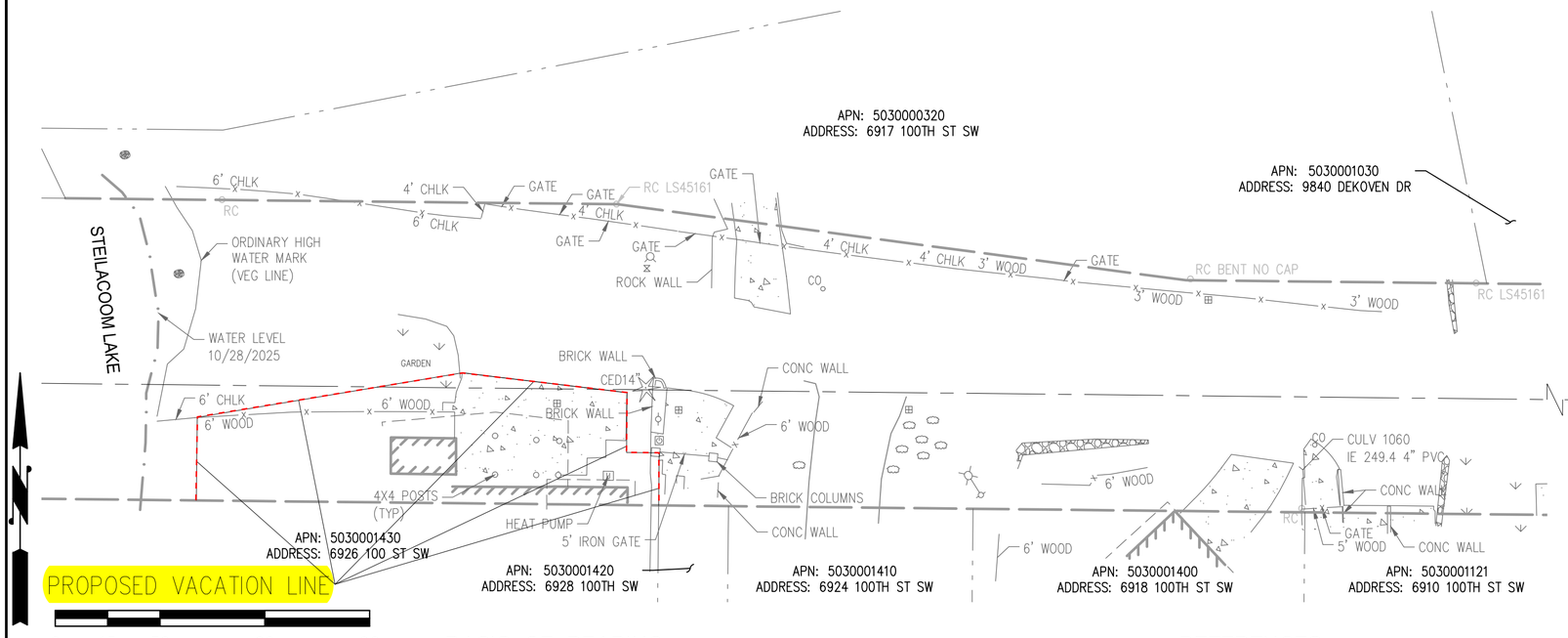
PLANTING & IRRIGATION

Item	Description	Quantity	Unit	Unit Costs	Subtotal	Total
1	Restoration Native Planting	5,540	SF	8.00	44,320.00	
2	Native meadow	500	SF	3.00	1,500.00	
						$45,820.00
	Estimate Subtotal					**233,665.30**
	Escalate to Summer 2024 (10% per year)	10%	%	233,665.30	23,366.53	
	General Contractor Overhead and Profit	12%	%	257,031.83	30,843.82	
	Sales Tax (Lakewood)	10%	%	287,875.65	28,787.56	
	Design Contingency	25%	%	316,663.21	79,165.80	
	Permitting	2%	%	395,829.02	7,916.58	
	Design Fee	20%	%	395,829.02	79,165.80	
	GRAND TOTAL					***482,911.40***

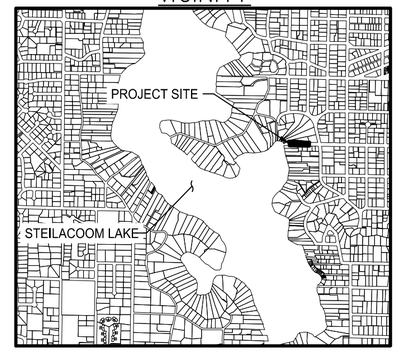
ASSUMPTIONS: Costs are preliminary. Cost in 2022 U.S. Dollars.

Cost Estimating Notes:
RS MEANS 2022 City Cost index: --
Inflation 8%-10% per year

A PORTION OF THE NE1/4 OF THE NE1/4 OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 2 EAST, W.M.
PIERCE COUNTY, WASHINGTON



VICINITY



SCALE 1" = 2000'

0 15 30 60 90
1" = 30'

BASIS OF BEARING

NORTH 89°08'23" WEST ALONG THE CENTERLINE OF ALFARETTA STREET SOUTHWEST AS DETERMINED BY GPS OBSERVATION. WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83/11

REFERENCES

1. RECORD OF SURVEY RECORDING NO. 201810315011

LEGAL DESCRIPTION

ENTER INFORMATION

LEGEND

●	SET REBAR & CAP (LS 29294)	WATER VALVE	FENCE
	SURFACE MONUMENT	WATER METER	HEDGE (HEIGHT NOTED)
△	MAG NAIL/SPIKE	FIRE HYDRANT	BUILDING
RC ○	REBAR & CAP	CO UTILITY CLEAN-OUT (GENERIC/UNKNOWN)	EAVE
	CULVERT	BOL GUARD POST (BOLLARD)	PROPERTY LINE
	POWER POLE	SHRUB	RIGHT-OF-WAY CENTERLINE
	POWER POLE W/UNDERGROUND CONNECT	STUMP	RIGHT-OF-WAY
	POWER POLE WITH LUMINAIRE	PLANTED AREA	EDGE OF PAVEMENT
	POWER METER	XX" DECIDUOUS TREE, DIAMETER (# OF TRUNKS)	CONCRETE
		XX" CONIFEROUS TREE, DIAMETER (# OF TRUNKS)	ROCKERY
		AC	ASPHALT/CONCRETE
		CHLK	CHAINLINK

TECHNICAL DATA

THIS SURVEY MEETS OR EXCEEDS PRECISION REQUIREMENTS AS SET FORTH IN WAC 332-130-090 FIELD TRAVERSE METHOD

EQUIPMENT USED

EQUIPMENT UTILIZED FOR THIS SURVEY:
LEICA TCRP 1203 TOTAL STATION
LEICA GS18 GPS

INDEXING DATA: NE1/4, NE1/4 SEC. 3, T. 19 N., R. 2 E., W.M.

RECORDER'S CERTIFICATE _____
Filed for record this ____ day of_____, 20____
at_____m. in book____of_____at page____ at the request of MICHAEL R. BOWEN

_____ Mgr.

_____ Supt. of Records

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the survey recording act at the request of the City of Lakewood in October, 2025

_____
MICHAEL R. BOWEN
Certificate No. 29294

RECORD OF SURVEY FOR CITY OF LAKEWOOD

PSOMAS
2502 JEFFERSON AVENUE
TACOMA, WA 98402
253.627.0720
www.psomas.com

DRAWN BY: C. JOHNSON	CHECKED BY: M. BOWEN
SCALE: 1" = 30'	DATE: NOVEMBER, 2025
JOB NO. 9LAK030701	
SHEET 1 OF 1	
DRAWING NO. 9LAK030701ROS.DWG	

RESOLUTION NO. 2026-08

A RESOLUTION of the City Council of the City of Lakewood, Washington, setting a public hearing date to consider the vacation of a portion of the 100th Street SW right-of-way abutting Lake Steilacoom (Permit No. ENG-2026-103); directing preparation of a staff report and that notice be given.

WHEREAS, Chapter 35.79 RCW and RCW 35A.47.020 authorizes the City Council to vacate streets and alleys, and Article II of Chapter 12.05 LMC establishes the City's procedures and notice requirements implementing that authority; and

WHEREAS, on September 22, 2026, Clint Johnson and Sharlynn Gates (the "Petitioners"), owners of Pierce County tax parcel No. 5030001430, commonly known as 6926 100th Street SW, filed with the Department of Planning and Public Works a complete application (ENG-2026-103) for street vacation pursuant to LMC 12.05.210 and 12.05.220; and

WHEREAS, the petition requests the vacation of a portion, not the entirety, of that public right-of-way known as 100th Street SW (platted as Lake Steilacoom Avenue on the plat of "Lake Steilacoom Park," recorded in Volume 4 of Plats, Page 103, records of Pierce County, Washington), lying west of DeKoven Drive SW and east of Lake Steilacoom, and located in the Northeast Quarter of the Northeast Quarter of Section 3, Township 19 North, Range 2 East, W.M.; and

WHEREAS, the area proposed for vacation (Vacation Area) is described in a legal description and survey contains approximately 4,246 square feet (0.10 acre), attached hereto as Exhibits A and B-1. The balance of the 100th Street SW right-of-way would remain public right-of-way; and

WHEREAS, the vacation request abuts Lake Steilacoom, a body of fresh water, and the City is therefore prohibited by LMC 12.05.240 and RCW 35.79.035 from vacating the right-of-way unless the additional criteria and requirements stated in those provisions are satisfied; and

WHEREAS, LMC 12.05.230(A)(1) requires that the Planning & Public Works Director or designee to bring the petition before the City Council within 30 calendar days of a complete application and that the City Council by resolution set a time when the petition will be heard and determined by the City Council. The public hearing shall be not more than 60 days nor less than 20 days after the date of adoption of the resolution; and

WHEREAS, the adoption of this resolution is a procedural step establishing a hearing date and does not constitute approval of the petition, a determination that any criterion has been met, or any commitment by the City Council to vacate any portion of the right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, AS FOLLOWS:

Section 1. Public hearing date. A public hearing upon the petition filed under Permit No. ENG-2026-103 shall be held before the City Council on November 16, 2026 in the Council Chambers, Lakewood City Hall, 6000 Main Street SW, Lakewood, Washington 98499, and by virtual attendance as the City may make available.

Section 2. Notice and staff report. The Director of Planning and Public Works, or designee, shall prepare a report on the proposed vacation in accordance with LMC 12.05.230 and ensure all required notice of the proposed vacation and public hearing is provided in accordance with applicable City Code and state law.

PASSED by the City Council this 19th day of October, 2026.

CITY OF LAKEWOOD

Paul Bocchi, Mayor

Attest:

B. Schumacher

Briana Schumacher, City Clerk

Approved as to form:

Heidi Wachter

Heidi Ann Wachter, City Attorney

Outlook

RE: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

From Rempe, Joe <JREMPE@tacoma.gov>

Date Wed 10/21/2026 8:51 AM

To Angie Silva <ASilva@cityoflakewood.us>; Taran Bedi <taran.bedi@piercecountywa.gov>; Aaron.callanan@piercecounty.wa.gov <Aaron.callanan@piercecounty.wa.gov>; aday@cloverpark.k12.wa.us <aday@cloverpark.k12.wa.us>; Alan.bar@verizonwireless.com <Alan.bar@verizonwireless.com>; Hamlin, Alex <ahamlin@tacoma.gov>; Rice, Alex <ARice@tacoma.gov>; areyes@lakewoodwater.org <areyes@lakewoodwater.org>; Uhls, Amber <Amber.Uhls@pse.com>; Amy.Tousley@pse.com <Amy.Tousley@pse.com>; arusin@lakeviewlight.com <arusin@lakeviewlight.com>; banderso@cloverpark.k12.wa.us <banderso@cloverpark.k12.wa.us>; bpierce@cloverpark.k12.wa.us <bpierce@cloverpark.k12.wa.us>; Brian_Hoback@comcast.com <Brian_Hoback@comcast.com>; Caleb.Brown@ezeefiber.com <Caleb.Brown@ezeefiber.com>; Curtis.dyer@piercecountywa.gov <Curtis.dyer@piercecountywa.gov>; Rosholm, Dave <drosholm@tacoma.gov>; Edward.Abreu@ezeefiber.com <Edward.Abreu@ezeefiber.com>; Engin_ataman@comcast.com <Engin_ataman@comcast.com>; Dodgen, Eric <EDodgen@tacoma.gov>

Cc Jeff Rimack <jrimack@cityoflakewood.us>; Muller, Gregory <GMuller@tacoma.gov>

You don't often get email from jrempe@tacoma.gov. Learn why this is important

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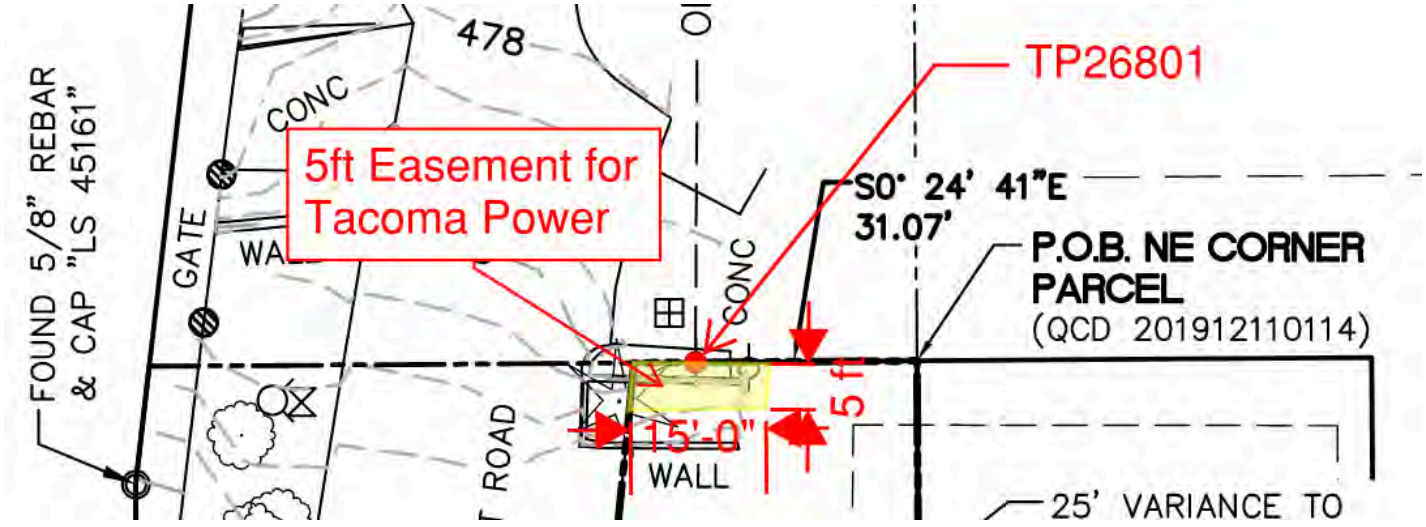
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Take care,

Joseph Rempe, P.E.
Manager Power System Engineering – Line Engineering
Tacoma Power – Transmission & Distribution
3628 South 35th Street
ABS-MSE - T&D Line Engineering
Tacoma, Washington 98409

PH: 253-502-8290, Cell 253-307-2749

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Keith.powell@ezeefiber.com; Kbutts@lakeviewlight.com; Kerellos.Youssef@soundtransit.org; Kim.bodtker@zayo.com; Kimberly_Garrett@cable.comcast.com; kwilcox@parametrix.com; Laurie.Brownmorgan@lumen.com; Luanne.yu@pse.com; Mark Davilla <mdavilla@piercetransit.org>; SteingM@wsdot.wa.gov; mmeyer@lakewoodwater.org; Matt.DeMuro@ezeefiber.com; Matt Garrels <matt.garrels@westpierce.org>; matthew_herrington@comcast.com; Matthew.reid@astound.com; michael.dobbs <michael.dobbs@westpierce.org>; michael.dobbs <michael.dobbs@westpierce.org>; miforsyt@cloverpark.k12.wa.us; Michael.klapperich@pse.com; Nicholas.Labarre@lumen.com; Okikuta@parametrix.com; Petrick.pierce@ezeefiber.com; Rance.smith@piercecountywa.gov; Collier, Regina <rcollier@tacoma.gov>; rhitt@cloverpark.k12.wa.us; rbutner@co.pierce.wa.us; Rick Ring <rring@cloverpark.k12.wa.us>; Rick Ring <rring@cloverpark.k12.wa.us>; Bair, Rob <rob.bair@lumen.com>; Ryan.roth@ezeefiber.com; Ryan.walsh@pse.com; Sandy.leek@pse.com; Christenson, Scott A <Scott.christenson@verizon.com>; scott.meurn@kpff.com; Scott.morrison@zayo.com; Seann.Perry@ezeefiber.com; Shawn.Murphy@astound.com; scrosier@parametrix.com; Sylvia.Rodeberg@comcast.com; Tami.Vogel@PierceCountyWa.gov; Thinh.pham@lumen.com; tvaslet <tvaslet@piercetransit.org>; Todd_Gallant@comcast.com; HoTuoc@wsdot.wa.gov; Whit Park <wpark@piercetransit.org>; Whitney.white@wsdot.wa.gov; Eskenazi, Zachary <Zachary.Eskenazi@soundtransit.org>; Roxanne Miles <RMiles@cityoflakewood.us>; David Claridge <DClaridge@cityoflakewood.us>; Weston Ott <wott@cityoflakewood.us>; Troy Pokswinski <TPokswinski@cityoflakewood.us>
Cc: Jeff Rimack <jrimack@cityoflakewood.us>
Subject: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

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- Any required facility relocation or other improvements.
- Potential impacts to emergency access, fire services, utilities, or public shoreline access.
- Whether you object, have no objection, or have no objection subject to conditions.

Proposal Details

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- Area: Approximately 4,246 square feet (0.10 acre)
- Public Hearing: November 16, 2026, at 6:00 p.m., Lakewood City Hall or virtually

Please email your comments to both me, asilva@cityoflakewood.us, and Jeff Rimack, Director of Planning & Public Works, at jrimack@cityoflakewood.us. If you have no facilities or concerns within the proposed vacation area, a brief response confirming this is appreciated.

Regards,

Angie Silva, Assistant Director
Department of Planning & Public Works
City of Lakewood
asilva@cityoflakewood.us
O: 253-983-7839|C: 253-753-8017

Outlook

RE: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

From Ataman, Engin <Engin_ataman@comcast.com>

Date Wed 10/21/2026 10:16 AM

To Rempe, Joe <JREMPE@tacoma.gov>; Angie Silva <ASilva@cityoflakewood.us>; Taran Bedi <taran.bedi@piercecountywa.gov>; Aaron.callanan@piercecounty.wa.gov <Aaron.callanan@piercecounty.wa.gov>; aday@cloverpark.k12.wa.us <aday@cloverpark.k12.wa.us>; Alan.bar@verizonwireless.com <Alan.bar@verizonwireless.com>; Hamlin, Alex <ahamlin@tacoma.gov>; Rice, Alex <ARice@tacoma.gov>; areyes@lakewoodwater.org <areyes@lakewoodwater.org>; Uhls, Amber <Amber.Uhls@pse.com>; Amy.Tousley@pse.com <Amy.Tousley@pse.com>; arusin@lakeviewlight.com <arusin@lakeviewlight.com>; banderso@cloverpark.k12.wa.us <banderso@cloverpark.k12.wa.us>; bpierce@cloverpark.k12.wa.us <bpierce@cloverpark.k12.wa.us>; Hoback, Brian <Brian_Hoback@comcast.com>; Caleb.Brown@ezeefiber.com <Caleb.Brown@ezeefiber.com>; Curtis.dyer@piercecountywa.gov <Curtis.dyer@piercecountywa.gov>; Rosholm, Dave <drosholm@tacoma.gov>; Edward.Abreu@ezeefiber.com <Edward.Abreu@ezeefiber.com>; Dodgen, Eric <EDodgen@tacoma.gov>

Cc Jeff Rimack <jrimack@cityoflakewood.us>; Muller, Gregory <GMuller@tacoma.gov>

You don't often get email from engin_ataman@comcast.com. Learn why this is important

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- helpdesk@cityoflakewood.us ext. 4357

Comcast has an end-of-line tap at the pole mentioned below that serves customers in the surrounding area. To accommodate the proposed change, we would just need an adjustment similar to the one Tacoma Power is making.

Thank you

Engin Ataman | Comcast
Manager - Construction
Pacific Northwest Region
☎ph (360) 239-4087
Click HERE for Property Development Request Portal

COMCAST

From: Rempe, Joe <JREMPE@tacoma.gov>
Sent: Wednesday, October 21, 2026 8:51 AM
To: Angie Silva <ASilva@cityoflakewood.us>; Taran Bedi <taran.bedi@piercecountywa.gov>; Aaron.callanan@piercecounty.wa.gov; aday@cloverpark.k12.wa.us; Alan.bar@verizonwireless.com; Hamlin, Alex <ahamlin@tacoma.gov>; Rice, Alex <ARice@tacoma.gov>; areyes@lakewoodwater.org; Uhls, Amber <Amber.Uhls@pse.com>; Amy.Tousley@pse.com; arusin@lakeviewlight.com; banderso@cloverpark.k12.wa.us; bpierce@cloverpark.k12.wa.us; Hoback, Brian <Brian_Hoback@comcast.com>; Caleb.Brown@ezeefiber.com; Curtis.dyer@piercecountywa.gov; Rosholm, Dave <drosholm@tacoma.gov>; Edward.Abreu@ezeefiber.com; Ataman, Engin <Engin_ataman@comcast.com>; Dodgen, Eric <EDodgen@tacoma.gov>; Eric.Miller@pse.com; AmundsG@wsdot.wa.gov; Giddens, Greg <Greg_Giddens2@comcast.com>; Netcher, Greg <gnetcher@tacoma.gov>; Chernyak, Ilya <IChernyak@tacoma.gov>; jwright@parametrix.com; James.i.allen@pse.com; James Dean <jdean@lakewoodwater.org>; James Dean <jdean@lakewoodwater.org>; Harris, Jamison <Jamison_Harris@comcast.com>; Franks, Jason <Jason_franks3@comcast.com>; Jason.weekes@piercecountywa.gov; jmccarty@cloverpark.k12.wa.us; michael.dobbs <michael.dobbs@westpierce.org>; Matt Garrels <matt.garrels@westpierce.org>; Jenn.welch@pse.com; John Danielson <jdaniels@cloverpark.k12.wa.us>; jdevore@lakeviewlight.com; Green, John <jgreen3@tacoma.gov>; Keith.powell@ezeefiber.com; Kbutts@lakeviewlight.com;

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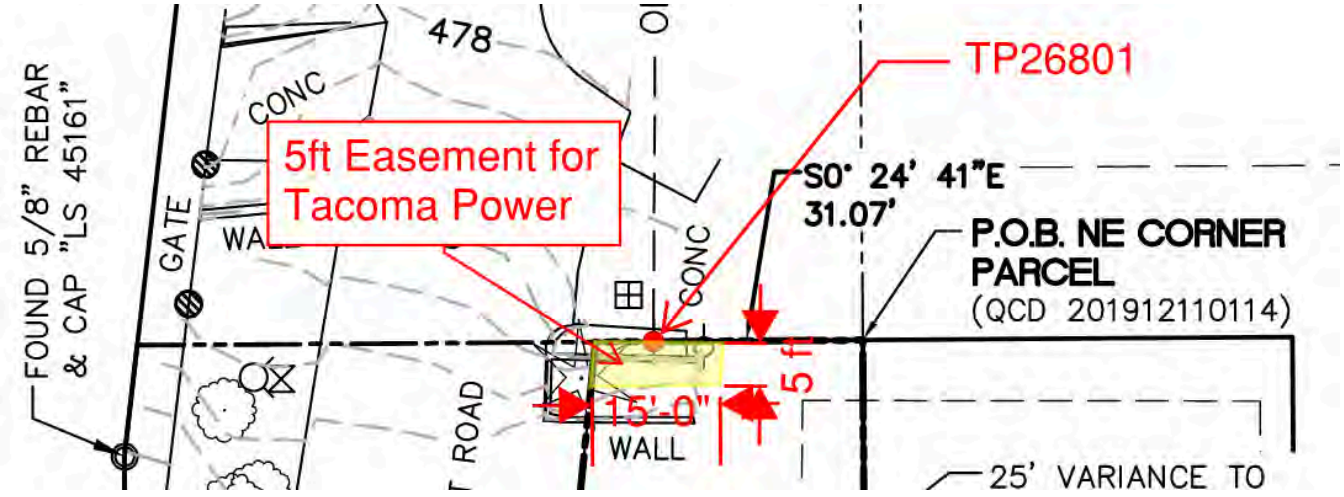
Cc: Jeff Rimack <jrimack@cityoflakewood.us>; Muller, Gregory <GMuller@tacoma.gov>

Subject: [EXTERNAL] RE: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

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Department of Planning & Public Works
City of Lakewood
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O: 253-983-7839|C: 253-753-8017

Facebook | Instagram

Outlook

RE: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

From Netcher, Greg <gnetcher@tacoma.gov>
Date Thu 10/22/2026 7:17 AM
To Angie Silva <ASilva@cityoflakewood.us>; Collier, Regina <rcollier@tacoma.gov>
Cc Jeff Rimack <jrimack@cityoflakewood.us>; Muller, Gregory <GMuller@tacoma.gov>

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Thank you

Greg Netcher
HFC Engineering | Transmission & Distribution
Cell: 253-370-4415 gnetcher@tacoma.gov

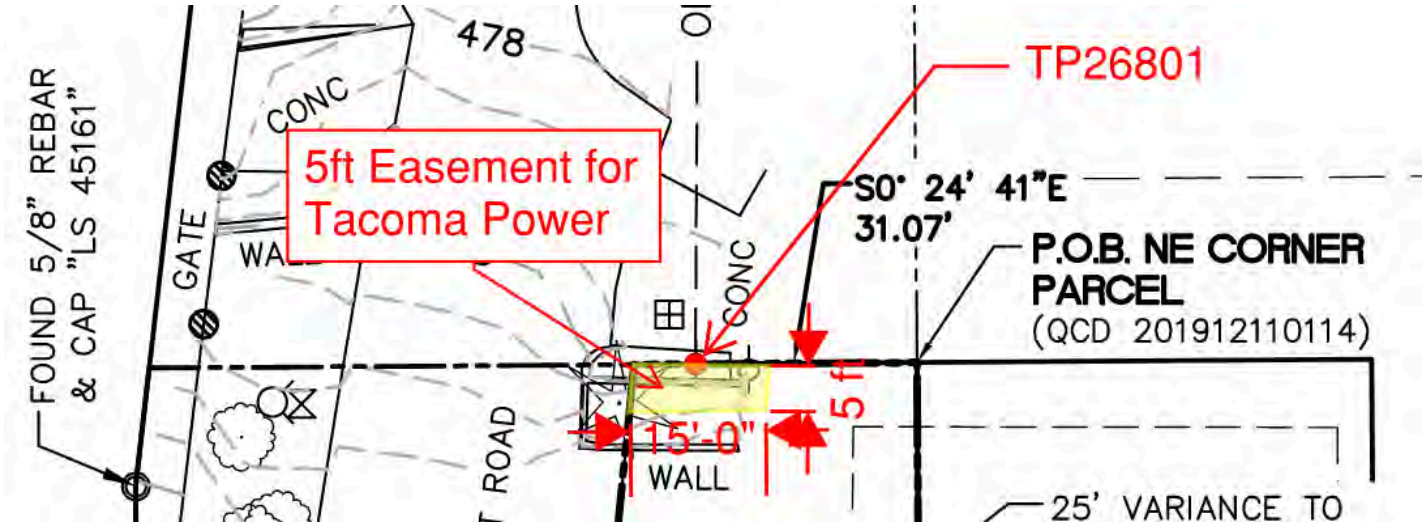
TACOMA POWER
TACOMA PUBLIC UTILITIES

From: Rempe, Joe <JREMPE@tacoma.gov>
Sent: Wednesday, October 21, 2026 8:51 AM

Angie,

Per the survey it looks as though our pole TP26801 is located on what would become the extension of the eastern property line.
(The surveyor looks to show the pole in 2 locations, interesting!)
The pole serves what appears to be 2 customers, the applicant (6926 100th St SW) and their neighbor to the South (6928 100th St SW).

To avoid the cost of a surveyor easement description for just the pole, I am asking for an easement of 5ft along the property line extension & 15ft from the new North Property Line as shown.
This would allow Tacoma Power to replace the pole in the future and add an anchor & down guy if needed.





Take care,

Joseph Rempe, P.E.
Manager Power System Engineering – Line Engineering
Tacoma Power – Transmission & Distribution
3628 South 35th Street
ABS-MSE - T&D Line Engineering
Tacoma, Washington 98409

PH: 253-502-8290, Cell 253-307-2749

Working lakeside property reminds me the quote from the Princess Bride “Never go in against a Sicilian when death is on the line”.

Outlook

Re: [E] RE: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

From Taran Bedi <taran.bedi@piercecountywa.gov>
Date Mon 10/26/2026 8:41 AM
To Angie Silva <asilva@cityoflakewood.us>; Roxanne Miles <RMiles@cityoflakewood.us>; David Claridge <dclaridge@cityoflakewood.us>; Jeff Rimack <jrimack@cityoflakewood.us>; Weston Ott <wott@cityoflakewood.us>
Cc Curtis Dyer <curtis.dyer@piercecountywa.gov>; Jason Weekes <jason.weekes@piercecountywa.gov>; nicholas.labarre <nicholas.labarre@lumen.com>; Rick Butner <rick.butner@piercecountywa.gov>; Tami Vogel <tami.vogel@piercecountywa.gov>; Aaron Callanan <aaron.callanan@piercecountywa.gov>

1 attachment (206 KB)
Legal description_map100TH ST SW VACATION AREA_20260916 (2).pdf;

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- helpdesk@cityoflakewood.us ext. 4357

Hello All,

Pierce County Sewers needs a public sewer easement on the area being vacated. See attached for the minimum area needed.

Taran Bedi, P.E.
d. (253) 798-3082 | c. (253) 625-6504

From: Christenson, Scott A <scott.christenson@verizon.com>
Sent: Friday, October 23, 2026 3:48 PM
To: Ataman, Engin <Engin_ataman@comcast.com>
Cc: Rempe, Joe <JREMPE@tacoma.gov>; Angie Silva <asilva@cityoflakewood.us>; Taran Bedi <taran.bedi@piercecountywa.gov>; Aaron.callanan@piercecounty.wa.gov <Aaron.callanan@piercecounty.wa.gov>; aday@cloverpark.k12.wa.us <aday@cloverpark.k12.wa.us>; Alan.bar@verizonwireless.com <Alan.bar@verizonwireless.com>; Hamlin, Alex <ahamlin@tacoma.gov>; Rice, Alex <ARice@tacoma.gov>; Alley Reyes <areyes@lakewoodwater.org>; Uhls, Amber <Amber.Uhls@pse.com>; Amy.Tousley@pse.com <Amy.Tousley@pse.com>; arusin@lakeviewlight.com <arusin@lakeviewlight.com>; banderso@cloverpark.k12.wa.us <banderso@cloverpark.k12.wa.us>; bpierce@cloverpark.k12.wa.us <bpierce@cloverpark.k12.wa.us>; Hoback, Brian <Brian_Hoback@comcast.com>; Caleb.Brown@ezeefiber.com <Caleb.Brown@ezeefiber.com>; Curtis Dyer <curtis.dyer@piercecountywa.gov>; Rosholm, Dave <drosholm@tacoma.gov>; Edward.Abreu@ezeefiber.com <Edward.Abreu@ezeefiber.com>; Dodgen, Eric <EDodgen@tacoma.gov>; Eric.Miller@pse.com <Eric.Miller@pse.com>; AmundsG@wsdot.wa.gov <AmundsG@wsdot.wa.gov>; Giddens, Greg <greg_giddens2@comcast.com>; Netcher, Greg <gnetcher@tacoma.gov>; Chernyak, Ilya <IChernyak@tacoma.gov>; jwright@parametrix.com <jwright@parametrix.com>; James.i.allen@pse.com <James.i.allen@pse.com>; James Dean <jdean@lakewoodwater.org>; Harris, Jamison <Jamison_Harris@comcast.com>; Franks, Jason <Jason_Franks3@comcast.com>; Jason Weekes <jason.weekes@piercecountywa.gov>; jmccarty@cloverpark.k12.wa.us <jmccarty@cloverpark.k12.wa.us>; michael.dobbs <michael.dobbs@westpierce.org>; Matt Garrels <matt.garrels@westpierce.org>; Jenn.welch@pse.com <Jenn.welch@pse.com>; John Danielson <jdaniels@cloverpark.k12.wa.us>; jdevore <jdevore@lakeviewlight.com>; Green, John <jgreen3@tacoma.gov>; Keith.powell@ezeefiber.com <Keith.powell@ezeefiber.com>; kbutts <kbutts@lakeviewlight.com>; Kerellos.Youssef@soundtransit.org <Kerellos.Youssef@soundtransit.org>; Kim.bodtker@zayo.com <Kim.bodtker@zayo.com>; Garrett, Kimberly <Kimberly_Garrett@comcast.com>; kwilcox@parametrix.com <kwilcox@parametrix.com>; Laurie.Brownmorgan@lumen.com <Laurie.Brownmorgan@lumen.com>; Yu, Luanne <luanne.yu@pse.com>; Mark Davilla <mdavilla@piercetransit.org>; SteingM@wsdot.wa.gov <SteingM@wsdot.wa.gov>; Marshall Meyer <mmeyer@lakewoodwater.org>; Matt.DeMuro@ezeefiber.com <Matt.DeMuro@ezeefiber.com>; Herrington, Matthew <Matthew_Herrington@comcast.com>; Matthew.reid@astound.com <Matthew.reid@astound.com>; miforsyt@cloverpark.k12.wa.us <miforsyt@cloverpark.k12.wa.us>; Michael.klapperich@pse.com <Michael.klapperich@pse.com>; nicholas.labarre <nicholas.labarre@lumen.com>; Okikuta@parametrix.com <Okikuta@parametrix.com>; Petrick.pierce@ezeefiber.com <Petrick.pierce@ezeefiber.com>; Rance Smith

<rance.smith@piercecountywa.gov>; Collier, Regina <rcollier@tacoma.gov>; rhitt@cloverpark.k12.wa.us <rhitt@cloverpark.k12.wa.us>; Rick Butner <rick.butner@piercecountywa.gov>; Rick Ring <rring@cloverpark.k12.wa.us>; Bair, Rob <rob.bair@lumen.com>; Ryan.roth@ezeefiber.com <Ryan.roth@ezeefiber.com>; Ryan.walsh@pse.com <Ryan.walsh@pse.com>; Sandy.leek@pse.com <Sandy.leek@pse.com>; scott.meurn@kpff.com <scott.meurn@kpff.com>; scott.morrison <scott.morrison@zayo.com>; Seann.Perry@ezeefiber.com <Seann.Perry@ezeefiber.com>; Shawn.Murphy@astound.com <Shawn.Murphy@astound.com>; scrosier@parametrix.com <scrosier@parametrix.com>; Sylvia.Rodeberg@comcast.com <Sylvia.Rodeberg@comcast.com>; Tami Vogel <tami.vogel@piercecountywa.gov>; thinh.pham <thinh.pham@lumen.com>; tvaslet <tvaslet@piercetransit.org>; Gallant, Todd R <Todd_Gallant@comcast.com>; HoTuoc@wsdot.wa.gov <HoTuoc@wsdot.wa.gov>; Whitney Park <wpark@piercetransit.org>; Whitney.white@wsdot.wa.gov <Whitney.white@wsdot.wa.gov>; Eskenazi, Zachary <Zachary.Eskenazi@soundtransit.org>; Roxanne Miles <RMiles@cityoflakewood.us>; David Claridge <dclaridge@cityoflakewood.us>; wott <wott@cityoflakewood.us>; Troy Pokswinski <TPokswinski@cityoflakewood.us>; jrimack <jrimack@cityoflakewood.us>; Muller, Gregory <GMuller@tacoma.gov>
Subject: Re: [E] RE: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

You don't often get email from scott.christenson@verizon.com. Learn why this is important

Verizon MCI/XO do not have any facilities in the area.

Scott Christenson

Sr Engr Spec-Outside Plant
Wireline Access & Transport Engineering (WAT)

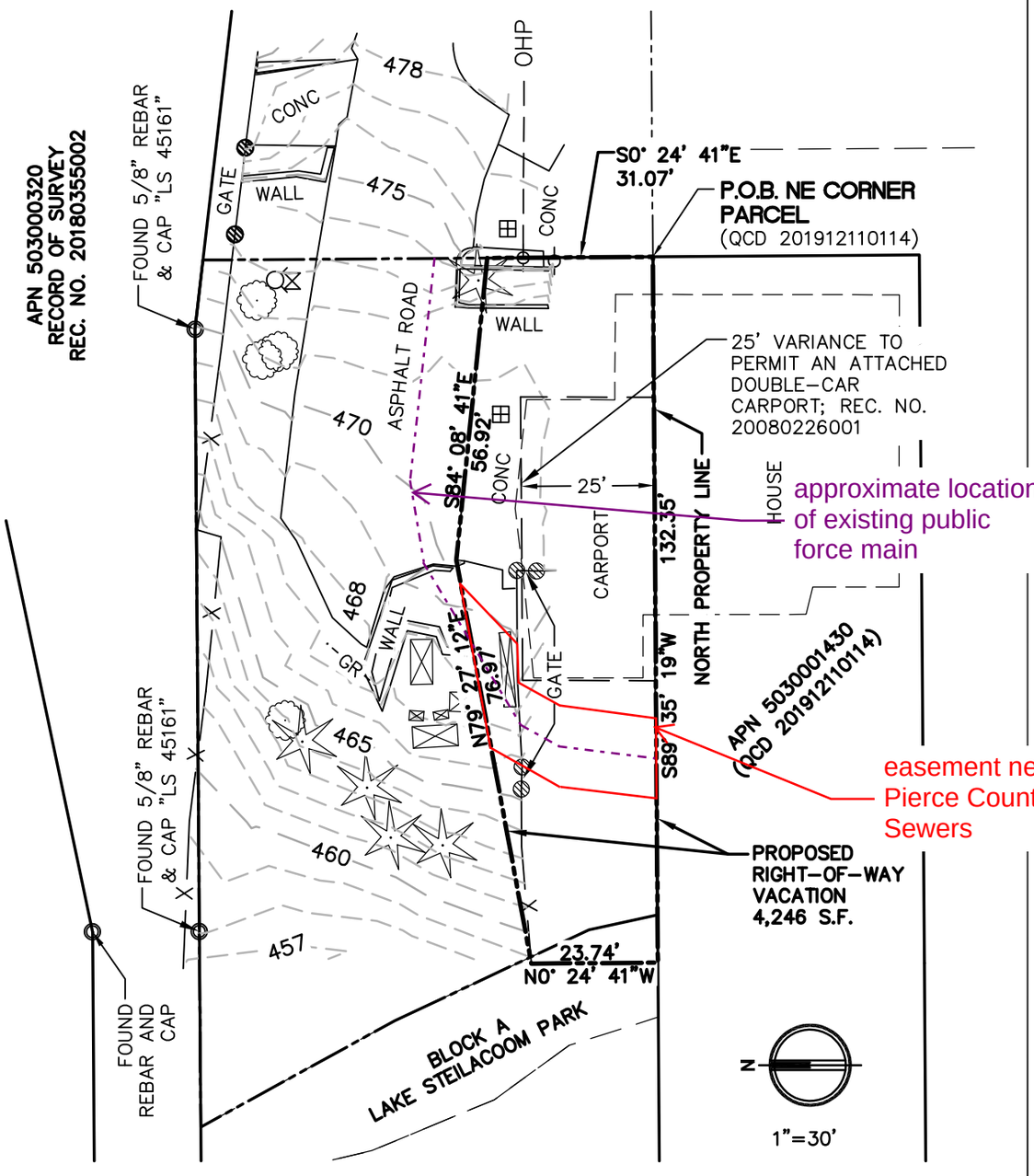
M 425 471 1079
11311 NE 120th St
Kirkland, WA 98034

On Wed, Oct 21, 2026 at 10:16 AM Ataman, Engin <Engin_ataman@comcast.com> wrote:

> Comcast has an end-of-line tap at the pole mentioned below that serves customers in the surrounding area. To accommodate the proposed change, we would just need an adjustment similar to the one Tacoma Power is making. Thank you
>
> **Engin Ataman | Comcast**
> Manager - Construction
> Pacific Northwest Region
> ☎ph (360) 239-4087
> **Click HERE for Property Development Request Portal**

From: Rempe, Joe <JREMPE@tacoma.gov>
Sent: Wednesday, October 21, 2026 8:51 AM
To: Angie Silva <ASilva@cityoflakewood.us>; Taran Bedi <taran.bedi@piercecountywa.gov>; Aaron.callanan@piercecounty.wa.gov; aday@cloverpark.k12.wa.us; Alan.bar@verizonwireless.com; Hamlin, Alex <ahamlin@tacoma.gov>; Rice, Alex <ARice@tacoma.gov>; areyes@lakewoodwater.org; Uhls, Amber <Amber.Uhls@pse.com>; Amy.Tousley@pse.com; arusin@lakeviewlight.com; banderso@cloverpark.k12.wa.us; bpierce@cloverpark.k12.wa.us; Hoback, Brian <Brian_Hoback@comcast.com>; Caleb.Brown@ezeefiber.com; Curtis.dyer@piercecountywa.gov; Rosholm, Dave <drosholm@tacoma.gov>; Edward.Abreu@ezeefiber.com; Ataman, Engin <Engin_ataman@comcast.com>; Dodgen, Eric

EXHIBIT "B1"



approximate location of existing public force main

easement needed by Pierce County Sewers

LEGEND

	FOUND PROPERTY CORNER
	GATE POST
	PLANTER BOX
	UTILITY POWER POLE
	FIRE HYDRANT
	WATER METER
	WATER VALVE
CONC	CONCRETE PAD
GR	GUARD RAIL
	CONIFEROUS TREE
	DECIDUOUS TREE
OHP	OVERHEAD UTILITIES
X	FENCE

[TOPOGRAPHY SHOWN HEREON WAS PREFORMED MAY 2024]

SCEAN A RIPLEY
STATE OF WASHINGTON
41296
REGISTERED
PROFESSIONAL LAND SURVEYOR

09/16/2026

JOB NO. 2240209.50
09/16/26
R.O.W. VACATION EXHIBIT
LEGAL BY: SR EXHIBIT BY: FS
NE 1/4, NE 1/4, S3, T19N, R2E
w:\sdskproj\2024\2240209\2240209 rw vacation.dwg

AHBL
2215 North 30th Street,
Suite 200,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

Outlook

Proposed Partial Vacation of 100th Street SW Right-of-Way Permit No. ENG-2026-103

From ALAN BILLINGSLEY <paktek@prodigy.net>
Date Fri 10/23/2026 8:52 AM
To Briana Schumacher <bschumacher@cityoflakewood.us>

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- helpdesk@cityoflakewood.us ext. 4357

Council Members;
I urge caution setting a president with this Vacation of right of way. Doing so prior to our first street end project could well put the other proposed street end projects in jeopardy.

Lakewood citizens have made it clear that equitable lake access is a priority and it is critical that we keep all options open while we navigate how to do that.

Alan Billingsley
Lakewood Parks Board
Partners for Parks

CEO Paktek Inc.
7307 82nd ST CT SW
Lakewood WA 98498
(253) 584-4914

www.toolpak.com

alanb@toolpak.com
paktek@prodigy.net

Outlook

100th street vacate

From Greg Rediske <gnsrediske@msn.com>
Date Fri 10/23/2026 11:38 AM
To Briana Schumacher <bschumacher@cityoflakewood.us>

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As we will not be unable to attend, I would like to speak via email to the proposed vacate of part of the "street-end" to Steilacoom Lake on 100th Street.

In the grand picture, I am against maintaining several street ends to Steilacoom Lake, when there will be a park at Edgewater for citizen access. Maintaining a bunch of street ends by the City, especially if they get developed, seems a waste of money and a potential danger.

In the smaller picture, as regards the 100th street situation: I believe strongly in partially vacating the portion in question to the Johnsons. There are numerous questions regarding the legal situation and the title granting going back many years. Simply vacating this portion eliminates much potential litigation on the city's behalf as well as the Johnson's. This decision would eliminate that potential litigation, while leaving in place the option to develop the street-end, if that be the final decision. We of course hope that the street-end will be vacated entirely with the development of Edgewater Park.

Thank-you.
Greg and Sharon Rediske
12 Lagoon Lane North
Lakewood, WA 98498
253-307-3494
gnsrediske@msn.com

Outlook

Partial vacation of 100th street variance granted to home owners

From Sharlynn Gates <sgates6716@aol.com>

Date Fri 10/30/2026 9:54 AM

To Briana Schumacher <bschumacher@cityoflakewood.us>; Patti Belle <PBelle@cityoflakewood.us>; Paul Bocchi <PBocchi@cityoflakewood.us>; Ryan Pearson <RPearson@cityoflakewood.us>; Ellen Talbo <ETalbo@cityoflakewood.us>; Philip Lindholm <PLindholm@cityoflakewood.us>; MBrandsetter@cityoflakewood.us <MBrandsetter@cityoflakewood.us>; Trestin Lauricella <TLauricella@cityoflakewood.us>; Douglas Russell <drussell@cityoflakewood.us>; Heidi Wachter <hwachter@cityoflakewood.us>; hburgess@dfplaw.com <hburgess@dfplaw.com>; cpjlakewood@hotmail.com <cpjlakewood@hotmail.com>

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- helpdesk@cityoflakewood.us ext. 4357

Honorable Mayor Bocchi and City Council Members,

I respectfully ask you to consider and approve a fair, lawful, and practical solution to a longstanding property issue involving a 25-foot variance granted decades ago in perpetuity. Pierce county granted this 25 foot variance and installed chain link fences to designate that physical boundary. It is legally binding and legally supersedes the right of way.

Our family relied on that approval in good faith when making substantial, long-term investments in our home and property, including our carport and other existing improvements. Those investments were made with the reasonable understanding that the counties variance approval would continue to be recognized. It would be unfair to disregard that reliance without carefully

considering the history of the variance, the representations made at the time, and the consequences for the affected property owners.

We are not asking the city to give us public property for free. We are paying taxes on this variance. We are willing to purchase the specific area at fair market value, based on an independent appraisal and any conditions the city determines are appropriate. A sale could provide the city with compensation, clarify property boundaries, resolve a longstanding uncertainty, citizen misunderstandings and disputes and prevent future legal actions.

We are also not asking to eliminate public lake access or prevent the city from creating its proposed park. We support preserving those public benefits. Our request is limited to the specific variance area. This area is addressed separately from the public street end in a way that protects continued public access and allows the park plan to proceed, preventing future legal actions.

Pierce County installed chain-link fences that help identify the boundaries in this area. We ask the city to review the actual survey, the historic legal variance, the existing improvements, the fence locations, and the proposed park footprint together. A careful review of those facts may show that the city can resolve our property issue without sacrificing public access or the park's intended benefits.

These distinctions matter. We recognize that a longstanding building variance is not the same as ownership and that the city must comply with applicable law. At the same time,

fairness requires the city to consider how prior approval was relied upon and whether a lawful, individualized solution is available. A blanket policy should not substitute for a fact-specific review when the circumstances, boundaries, and public benefits may be different from other cases.

Resolving this issue could benefit both the affected residents and the broader community. It could provide the city with fair-market compensation, reduce uncertainty and future legal disputes, clarify maintenance and boundary responsibilities, preserve public lake access, and allow the proposed park to move forward with greater certainty. We believe those are meaningful public benefits that deserve consideration.

We therefore ask the council not to assume that addressing our property issue must mean sacrificing public access or the park plan. Instead, please direct staff and the city attorney to determine whether a lawful arrangement can protect those public interests while allowing us to purchase the specific variance area. I do not believe the city staff or attorney believes there is any reason this proposal cannot proceed.

We are asking for fairness, and a meaningful opportunity to reach a reasonable solution. Please evaluate the actual facts of our property, the family’s longstanding reliance on the variance for its carport, home and bulkhead , and the public benefits of resolving the matter rather than dismissing the request under a blanket policy.

Thank you for listening and for considering a solution that respects public lake access, supports the proposed park, protects the public interest, and fairly recognizes the residents who relied on the county's decisions and invested in their property in good faith.

Sincerely,

Sharlynn Gates
6926 100th St. SW.
Lakewood, WA 98499

Outlook

Please read and thank you for your leadership!

From Susan Hall <susanrussellhall@gmail.com>
Date Fri 10/30/2026 12:34 PM
To Briana Schumacher <bschumacher@cityoflakewood.us>; Paul Bocchi <PBocchi@cityoflakewood.us>; Patti Belle <PBelle@cityoflakewood.us>; Ryan Pearson <RPearson@cityoflakewood.us>; Ellen Talbo <ETalbo@cityoflakewood.us>; Trestin Lauricella <TLauricella@cityoflakewood.us>; MBrandsetter@cityoflakewood.us <MBrandsetter@cityoflakewood.us>; Philip Lindholm <PLindholm@cityoflakewood.us>

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- helpdesk@cityoflakewood.us ext. 4357

Honorable Mayor and City Council Members,

Regarding the property of Clint Johnson and Sharlynn Gates I respectfully ask you to consider a fair, lawful, and practical solution to a longstanding property issue involving a 25-foot variance granted decades ago and described as being in perpetuity. Pierce county granted this 25 foot variance and installed chain link fences to designate that physical boundary. It is legally binding and legally supersedes the right of way. The variance is in perpetuity for use by the homeowner.

The family relied on that approval in good faith when making substantial, long-term investments in our home and property, including our carport and other existing improvements. Those investments were made with the reasonable understanding that the counties variance

approval would continue to be recognized. It would be unfair to disregard that reliance without carefully considering the history of the variance, the representations made at the time, and the consequences for the affected property owners.

We are not asking the city to give the property owners public property for free. They are willing to purchase the specific area at fair market value, based on an independent appraisal and any conditions the city determines are appropriate. A sale could provide the city with compensation, clarify property boundaries, resolve a longstanding uncertainty, misunderstandings and disputes and prevent future legal actions.

We are also not asking to eliminate public lake access or prevent the city from creating its proposed park. We support preserving those public benefits. Our request is limited to the specific variance area. This area is addressed separately from the public street end in a way that protects continued public access and allows the park plan to proceed, preventing future legal actions.
Pierce County installed chain-link fences that help identify the boundaries in this area. We ask the city to review the actual survey, the historic legal variance, the existing improvements, the fence locations, and the proposed park footprint together. A careful review of those facts may show that the city can resolve the property issue without sacrificing public access or the park's intended benefits.

These distinctions matter. We recognize that a longstanding building variance is not the same as ownership and that the city must comply with applicable law. At the same time, fairness requires the city to consider how prior approval was relied upon and whether a lawful, individualized solution is available. A blanket policy should not substitute for a fact-specific review when the circumstances, boundaries, and public benefits may be different from other cases.

Resolving this issue could benefit both the affected residents and the broader community. It could provide the city with fair-market compensation, reduce uncertainty and future legal disputes, clarify maintenance and boundary responsibilities, preserve public lake access, and allow the proposed park to move forward with greater certainty. We believe those are meaningful public benefits that deserve consideration.

We therefore ask the council not to assume that addressing thier property issue must mean sacrificing public access or the park plan. Instead, please direct staff and the city attorney to determine whether a lawful arrangement can protect those public interests while allowing them to purchase the specific variance area. I do not believe the city staff or attorney believes there is any reason this proposal cannot proceed.

We are asking for fairness, consistency, and a meaningful opportunity to reach a reasonable solution. Please evaluate the actual facts of thier property, the family’s longstanding reliance on the variance for its carport, home and bulkhead , and the public benefits of resolving the matter rather than dismissing the request under a blanket policy.

Thank you for listening and for considering a solution that respects public lake access, supports the proposed park, protects the public interest, and fairly recognizes the residents who relied on the county's decisions and invested in their property in good faith.

Sincerely,

Susan Russell Hall

SusanRussellHall.com
RussellRishel.com



FAMILY CORRESPONDENCE

10526 101st Street Court SW
Lakewood, Washington 98498
209-765-4818 (Cell)
whanline@nationalleadership.net

October 30, 2027

To: Mayor and Members of the Lakewood City Council
Re: Please Approve the Sale of the Variance Property

Dear Mayor and City Council Members,

I am writing this letter on behalf of myself and my wife, Edith L. Hanline. I am asking you to please approve the sale of the variance property to the homeowners Sharlyn Gates and Clint Johnson. I hope you will take a moment to look at this situation not just as a property issue, but as a matter involving real people, their home, their investment, and their future.

I know these homeowners, and I believe they deserve a fair and reasonable solution. Their home, carport, garden, and other improvements are involved in this property issue. They have invested their time, money, and hearts into their home, believing that the previous approvals and variances granted by the County gave them the ability to use the property as they have for years.

I cannot imagine how stressful and upsetting it must be to have the security of your home and property questioned after making such a substantial investment. No family should have to live with that kind of uncertainty when there is a reasonable way to resolve the situation.

I understand the City's responsibility to protect public property and preserve public access to the lake. However, my understanding is that selling this particular parcel would not interfere with public lake access or the proposed park plans. This is not a request to take away something the public uses or needs. It is an opportunity to find a compromise that allows the City to move forward with its plans while allowing these homeowners to resolve their property concerns.

The homeowners are not asking for free land or special treatment. They are willing to purchase the property at fair market value. The City would receive compensation, and the homeowners would finally have clear ownership of the land associated with their home. It seems like a reasonable arrangement that benefits everyone.

I also believe the Council should consider the previous County approvals and the investments the homeowners made in reliance on those decisions. They did not make these improvements expecting to someday be told they could lose the property connected to their home. Those circumstances deserve serious consideration.

Another concern is the continued uncertainty and conflict this situation is creating. Clear ownership would put these questions to rest, prevent future disagreements, and allow everyone to move forward. I would

hate to see the City and these residents become involved in a lengthy and expensive legal dispute when a fair agreement may be possible.

I respectfully ask that you look at this particular situation on its own merits rather than allowing a blanket policy to prevent a reasonable solution. Every property is different, and this one has unique circumstances that deserve individual consideration.

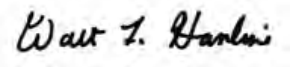
Most importantly, I hope you will remember that good local government is about more than policies and property lines. It is also about listening to residents, showing compassion, and working together to solve problems. We want a City Council that is willing to find common ground and treat its residents with fairness and respect.

Please put yourselves in these homeowners' shoes. Imagine having your home and the property you have worked so hard to maintain caught up in this kind of uncertainty. I hope you would want your City Council to listen, understand, and work toward a fair solution.

I sincerely urge you to approve the partial street vacation and sale of the variance property at fair market value. It is an opportunity to do something that is fair to the homeowners, financially beneficial to the City, and respectful of the public's interest.

Thank you for taking the time to hear the concerns of your residents and for considering a solution that allows everyone to move forward.

Sincerely,



Walt L. Hanline, Ed.D.

Outlook

Fw: land variance decision

From Briana Schumacher <BSchumacher@cityoflakewood.us>
Date Fri 10/30/2026 4:08 PM
To Angie Silva <ASilva@cityoflakewood.us>

Thanks!
Briana Schumacher, City Clerk
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499
Phone: (253) 983-7705
Cell: (253) 254-9040

From: John Lewis <john@equipdiscipleship.org>
Sent: Friday, October 30, 2026 3:52 PM
To: Briana Schumacher <bschumacher@cityoflakewood.us>
Subject: RE: land variance decision

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- helpdesk@cityoflakewood.us ext. 4357

RE Clint and Sharlynn Johnson and Steilacoom Lake property
Dear Lakewood City Council Members,
I am writing to encourage you to approve the sale of the partial street vacation to the affected property owners. I believe this represents a fair and reasonable solution for both the homeowners (our dear friends, the Johnson's) and the City of Lakewood.

Several considerations seem especially important:

- **Public access is protected.** The property has never been used for public lake access, and its sale would not interfere with the proposed park improvements.
- **The City receives fair compensation.** The homeowners are willing to pay fair market value for property they have been permitted to use.
- **Previous approvals should be honored.** These homeowners relied on county-approved variances when making significant investments in their properties. Those decisions and investments deserve consideration.
- **Individual circumstances matter.** Rather than applying a blanket policy, the City should consider the unique history and circumstances of these properties.
- **A reasonable compromise avoids unnecessary conflict.** A negotiated sale would provide clarity, protect relationships, and potentially avoid costly legal disputes.

Beyond these practical considerations, I believe good government involves listening to residents, treating them fairly, and seeking solutions that strengthen trust within the community.
I respectfully urge you to approve this sale. It offers an opportunity to protect the public interest while demonstrating fairness and goodwill toward the affected homeowners.
Thank you for your consideration.
Respectfully,
John and Carissa Lewis
252 282 4122
921 Manor Drive Fircrest, Wa

John Lewis

john@equipdiscipleship.org

253-282-4122

www.equipdiscipleship.org

EQUIP

Confidentiality Notice: The information contained in this email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, privileged, and proprietary information of Kingdom Story Ministries and the sender. Any unauthorized use, disclosure, distribution, or copying of this message, including any attachments, is strictly prohibited. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, please immediately notify the sender by reply email, delete the message, including any attachments, and destroy all copies.

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Outlook

Sale of public property on 100th Ave SW - Supporting the Sale

From Gates, Renell (PacifiCorp) {Mkt Function} <Renell.Gates@pacificorp.com>
Date Fri 10/30/2026 4:42 PM
To Briana Schumacher <Bschumacher@cityoflakewood.us>

You don't often get email from renell.gates@pacificorp.com. Learn why this is important

This email originated outside the City of Lakewood.
Use caution when following links or opening attachments as they could lead to malicious code or infected web sites. When in doubt, please contact the HelpDesk.
- helpdesk@cityoflakewood.us ext. 4357

Dear City of Lakewood Council Members,

I am writing in support of the public property on 100th Avenue in Lakewood and the pending approval of the sale to the Johnsons.

The small parcel property at the end of 100th avenue rarely has any visitors using the land. I have never seen anyone on the property because it is overgrown and the large trees make it nearly impossible to get access to lake Stillicom. The city does not maintain the parcel of land and there is no parking on the street for easy access to the lake. A handicap person could not access the land or the lake.

The Johnsons came voluntarily to the city of Lakewood to find a solution to the parcel of land. They could have said nothing, and the city would have known no difference. But the Johnsons wanted to right the situation. The Johnsons to did not own the house at the time of the improvements and when they found the error, the came to the city offering to buy the land that the previous owners encroached on. The city of Lakewood did not due its due diligence in checking or signing off on construction permits to the home fifty years ago and now two, upstanding people in our community, may possibly lose their home and life savings for being forthcoming and honest with the city. They are not trying to build more or take more, they are trying to do what is right.

I trust that the city of Lakewood will do the right thing and recognize the value of good people and approve the sale of this property to the Johnsons and instead of kicking two senior citizens out of their home.

Sincerely,
Renell

Outlook

Please approve the 25 feet on 100th Street Property Sale

From scottfrazier007@comcast.net <scottfrazier007@comcast.net>
Date Fri 10/30/2026 6:01 PM
To Briana Schumacher <BSchumacher@cityoflakewood.us>
Cc PBochi@cityoflakewood.us <PBochi@cityoflakewood.us>

You don't often get email from scottfrazier007@comcast.net. Learn why this is important

This email originated outside the City of Lakewood.
Use caution when following links or opening attachments as they could lead to malicious code or infected web sites. When in doubt, please contact the HelpDesk.
- helpdesk@cityoflakewood.us ext. 4357

Dear City of Lakewood Council Members,

I am writing in support of the public property on 100th Avenue on Lake Steilacoom, in Lakewood, WA.

The small parcel of land in question is not a good point of access for the public on Lake Steilacoom. I have never seen anyone on or using that property for access to the lake. Edgewater Park is a beautiful park and has plenty of parking, public restroom and a boat launch.

Once aware of the situation, the Johnsons came to the city of Lakewood, in good faith, exposing the problem and asking for help from the city. The city would not have known of the situation if they would not have come forth offering to buy the property for full market value. It's the sale measured in feet, not acres and it is the right thing to do for out neighbors and these homeowners who were unaware of the encroachment on the city lot at the time they purchased the home.

Do the right thing and allow the Johnsons to stay in their home. The sale is a reasonable and fair compromise for all parties. It would still allow access for local residence to get to the lake and allow the Johnsons to keep their home.

Thank you,
R Scott Frazier

Outlook

PRCS 100th Street SW at Lake Steilacoom Vacation Request Response (ENG-2026-103).

From Roxanne Miles <RMiles@cityoflakewood.us>
Date Mon 11/2/2026 3:08 PM
To Angie Silva <ASilva@cityoflakewood.us>; Jeff Rimack <jrimack@cityoflakewood.us>

2 attachments (2 MB)
RCW 35.79.035 street end vacation limitations.pdf; 100th St Vacation Request Site Schematic Plan.pdf;

Angie & Jeff,

Per RCW 35.79.035 and City plans regarding public access and proposed uses for the site, PRCS does not support the proposed partial vacation of 100th Street SW at Lake Steilacoom (ENG-2026-103), noting specific impacts to current and future public shoreline access.

Additional documents regarding PRCS response can be found in the City Shared Drive:
J:\Shared\PRCS-StreetEnds

A Technical Memo in the folder (see pages 20-23 and the appendix) details the site conditions. A copy of the site schematic design is also included. For reference, we have laid the vacation request over the concept plan for the site. Survey/title information is also in the folder. It should be noted that the concept plan is preliminary without site technical feasibility or permitting performed, and the survey was not done for the purpose of construction. While the concept plan worked around the apparent encroachment, you can see that the design has significant challenges with both carport and street end development co-existing.

The 100th Street SW street end in question is publicly owned waterfront and the site has been identified for future development based on a City Council goal of increasing water access for the public. This is evidenced through a 2009 report and follow up activities that included prioritization and ranking of sites based on a number of criteria as stated in the document.

If the vacation were approved, the structure in particular creates conflict with intended future uses. Public access needs could be best met if the full extent of the publicly owned property were available for future development:

1. If encroachment remains or if vacation occurs, most of the upland development would be placed directly in front of the carport, creating conflict for owner entrance and egress. While this site is not designated for ADA-accessibility improvements, there is a call to use street parking for public access and public access is in the direct pathway of ingress and egress of the carport.

2. If construction is limited to the space west of the carport boundary line to avoid conflict with resident use, the area of future development will be restricted, which will also restrict viable development options for public access and benefit.

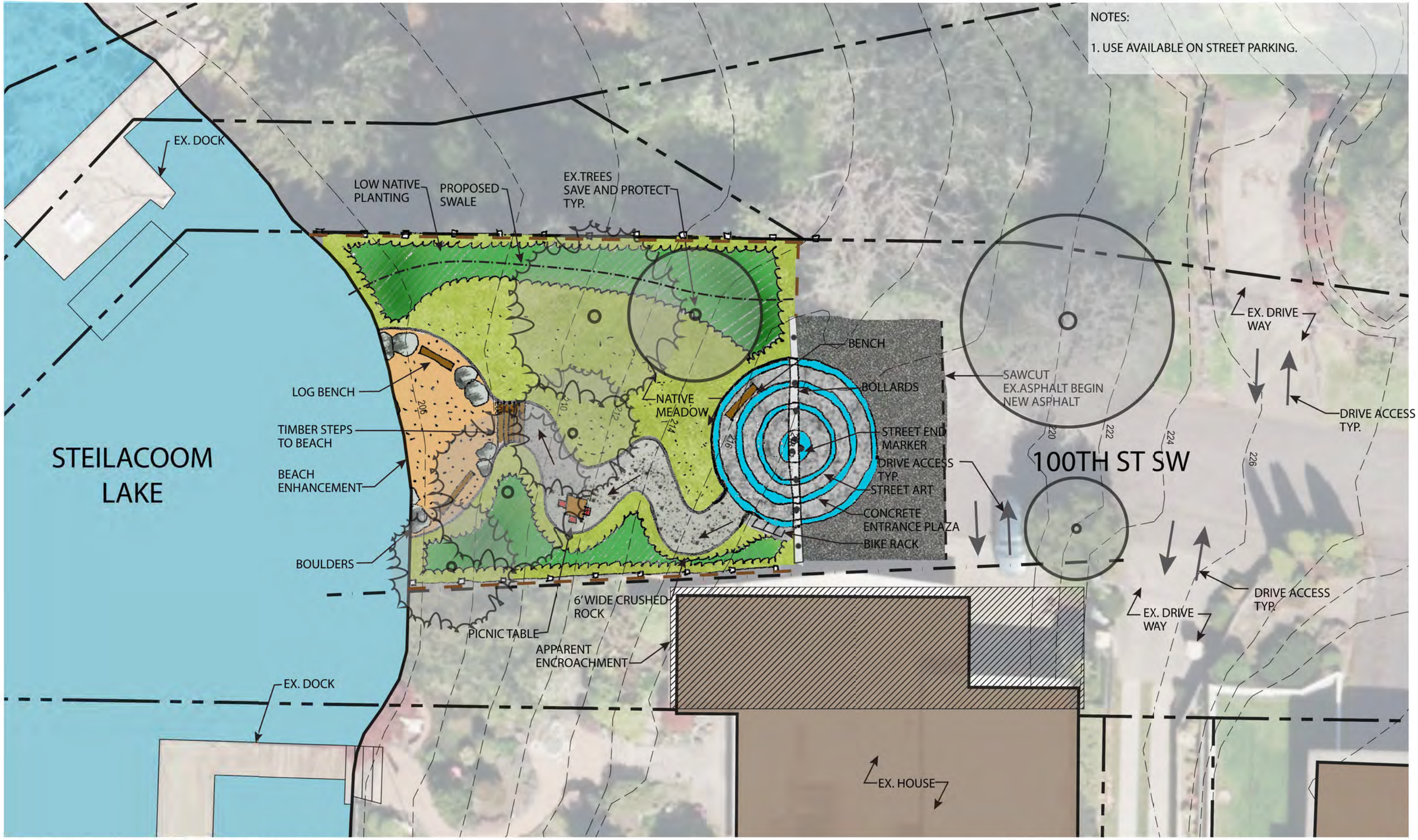
3. The full shoreline that is publicly owned should be preserved and managed for public access without incurring costs to replace public access to the shoreline. The vacation area request unnecessarily extends beyond the encroachment of the structure.

4. There are encroachments by the property owner into public property that extend beyond the proposed vacation request; additional gardens and fixtures would need to be removed from the public right of way even if the vacation is approved.

5. Authorizing the vacation would also call for easement and access rights for residential use throughout site development if and when the City opted to develop this street end.

Please let me know if additional information is needed.

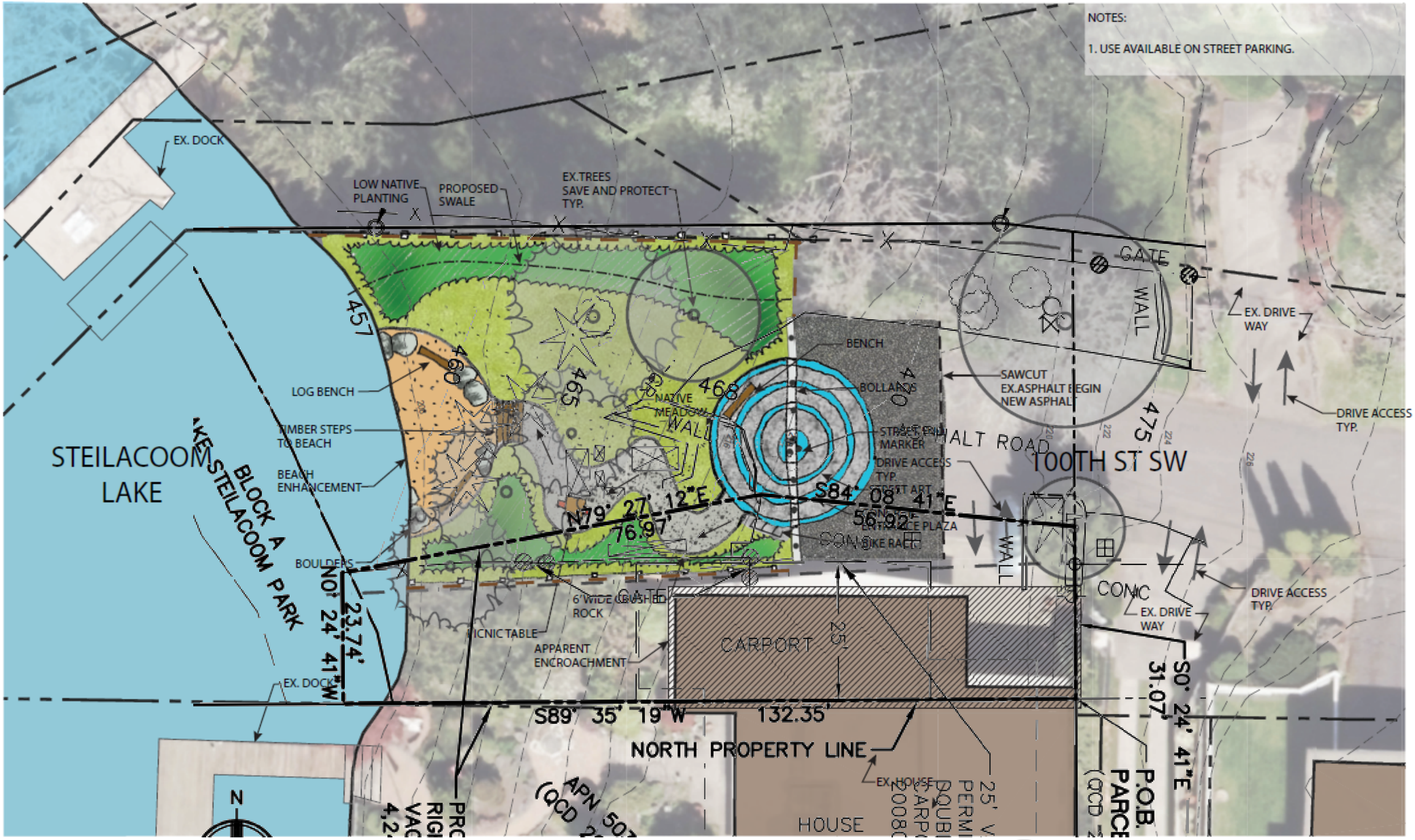
Roxanne Miles
Director of Parks, Recreation & Community Services (PRCS)
City of Lakewood
RMiles@cityoflakewood.us
O: 253-983-7741| C: 253-732-8059
Facebook | Instagram | Twitter



5 100TH ST SW - STEILACOOM LAKE

LAKEWOOD STREET ENDS - CONCEPT PLANS

Scale: 1/16" = 1'-0"
0' 8' 16'
DATE : 01/11/2023



5 100TH ST SW - STEILACOOM LAKE

VACATION REQUEST ENG-2026-103 GRAPHIC OVERLAY

Scale: 1/8" = 1'-0"
0' 8' 16'

RCW 35.79.035 Limitations on vacations of streets abutting bodies of water—Procedure. (1) A city or town shall not vacate a street or alley if any portion of the street or alley abuts a body of fresh or salt water unless:

(a) The vacation is sought to enable the city or town to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, or educational purposes, or other public uses;

(b) The city or town, by resolution of its legislative authority, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: Port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or

(c) The vacation is sought to enable a city or town to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the streets or alleys sought to be vacated abut, had the properties included in the plan not been vacated.

(2) Before adopting a resolution vacating a street or alley under subsection (1)(b) of this section, the city or town shall:

(a) Compile an inventory of all rights-of-way within the city or town that abut the same body of water that is abutted by the street or alley sought to be vacated;

(b) Conduct a study to determine if the street or alley to be vacated is suitable for use by the city or town for any of the following purposes: Port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education;

(c) Hold a public hearing on the proposed vacation in the manner required by this chapter, where in addition to the normal requirements for publishing notice, notice of the public hearing is posted conspicuously on the street or alley sought to be vacated, which posted notice indicates that the area is public access, it is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or send a letter to a particular official indicating his or her objection; and

(d) Make a finding that the street or alley sought to be vacated is not suitable for any of the purposes listed under (b) of this subsection, and that the vacation is in the public interest.

(3) No vacation shall be effective until the fair market value has been paid for the street or alley that is vacated. Moneys received from the vacation may be used by the city or town only for acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites. [1987 c 228 s 2.]

Exhibit A
Scope of Work
On-Call Survey Services
Task Order 1 - 100th Street at Lake Steilacoom
City of Lakewood

INTRODUCTION

The City of Lakewood is requiring boundary survey of the right of way at the western terminus of 100th Street SW and Lake Steilacoom. The survey shall include survey of the right of way and any encroachments, staking of the right-of-way, and recording of a Record of Survey. In general, the project limits shall extend along the road right of way, approximately 250 feet landward from the edge of the lake. See Figure 1 for a depiction of the limits.

SCOPE OF WORK

Task 1.1 Project Management

The Consultant shall prepare a project budget and manage the Professional Services Agreement between Psomas Inc. (Consultant) and the City. All tasks and staff for survey services shall be managed by the Consultant. It is the responsibility of the Consultant to communicate with the City regarding survey issues, costs, and schedule. This shall include administering a monthly / final Consultant invoice to the City for the services provided. Invoices shall include a detailed breakdown of charges.

Task 1.2 Survey Control and Research for Right of Way Determination

The datum for horizontal control shall be Washington State Plane Coordinates (South Zone expressed in US Survey feet) NAD 83/2011. The datum for the vertical control shall be NAVD 88. Control points will be established for topographic mapping and to tie in monument control and property corners needed to establish the right of way lines and parcel lines which will be affected by the project. The Consultant shall tie into at least two existing horizontal and vertical control points in order to establish the horizontal and vertical datums.

Research of existing records (plats, legal descriptions, records of survey, right of way documents) shall be furnished by the consultant. The Consultant will request title reports as needed from a title company. Cost of the title reports will be billed as an expense item. The Consultant shall have sufficient research, in combination with the found monumentation to establish the control and right of way.

The existing right of way shall be calculated for field crews to set rebars with surveyor's caps at angle points in the right of way.

Task 1.3 Boundary Survey

The Consultant shall perform a boundary survey to set rebars with surveyor's caps at angle points in the right of way and identify encroachments within the limits of the site described in Figure 1. This shall be done using electronic surveying equipment and two-person crew. **A minimum of four (4) rebar and caps will be installed within the unmaintained portion of the street end, rather than landward along the maintained right-of-way.**

It is the responsibility of the Consultant to ensure that the work is performed in a safe manner that does not endanger workers, pedestrians, or vehicular traffic. All work performed under this contract shall meet with the requirements of WISHA and OSHA regulations. All traffic control required to perform the work shall be the responsibility of the Consultant.

All Right of Entry agreements required to perform the work will be secured by the City prior to the survey of those areas.

The following features shall be mapped in the survey:

a. Features which appear encroach into the public right of way from the adjoining private properties

Survey of underground utilities are not included.

Take photos of the set rebar/caps relative to the surroundings, especially in any areas which may have encroachments.

Task 1.4 Record of Survey Preparation

The Consultant shall prepare Record of Survey to depict the right of way, found and set monumentation, and encroachments. State and local requirements will be followed in the preparation and recording of the survey.

Upon final review and approval, consultant will plot, date, sign, and record the Record of Survey at the Pierce County Records Office.

DELIVERABLES

1. Electronic and PDF copy of the Record of Survey.
2. Copies of title reports.

Figure 1 - Project Limits



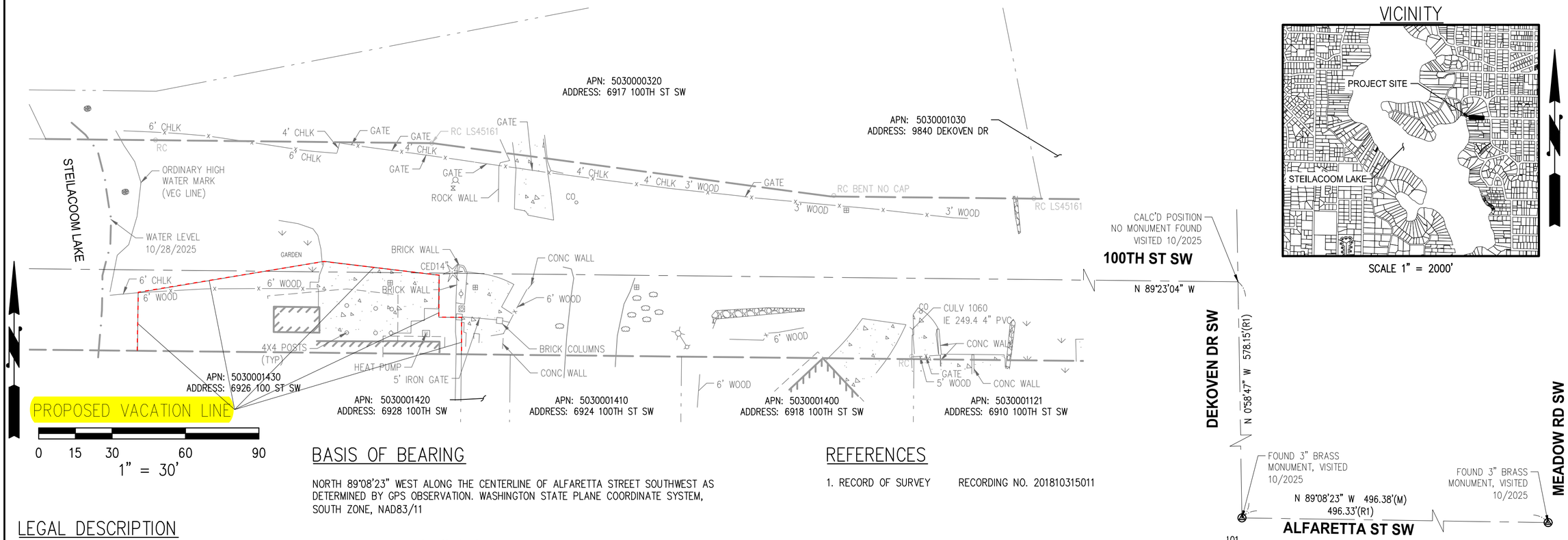
END OF EXHIBIT A

EXHIBIT B

PRIME CONSULTANT COST COMPUTATIONS
Client: City of Lakewood
Project: 100th Street SW and Steilacoom Lake
Psomas Project No. 9LAK030701
DATE: October 6, 2025

Task No.	Task Description	Survey Manager	Survey Crew II (W/Equip)	Survey Crew I (W/Equip)	Project Surveyor	Senior Survey Technician	Office Admin	Total Hours and Labor Fee Estimate by Task	
		263	284	171	181	150	116	Hours	Fee
Task 1.1 - Project Management									
	Task Mangement, Correspondence, Monthly Invoices	2					2	4	$ 758.00
	Task Total	**2**	**0**	**0**	**0**	**0**	**2**	**4**	**$ 758.00**
Task 1.2 - Survey Control and Right of Way Determination									
	Horizontal and Vertical Control			4	4			8	$ 1,408.00
	Right of Way Research and Calculations				4	8		12	$ 1,924.00
	Task Total	**0**	**0**	**4**	**8**	**8**	**0**	**20**	**$ 3,332.00**
Task 1.3 - Boundary Survey									
	Topographic Mapping of Encorachments		8					8	$ 2,272.00
	Set Rebar & Caps at Right of Way Angle Points		8					8	$ 2,272.00
	Site Photos			1				1	$ 171.00
	Task Total	**0**	**16**	**1**	**0**	**0**	**0**	**17**	**$ 4,715.00**
Task 1.4 - Record of Survey Preparation									
	Record of Survey Preparation					16		16	$ 2,400.00
	Review and Stamp	3						3	$ 789.00
	Submit to County Recorder for Recording	1						1	$ 263.00
	Task Total	**4**	**0**	**0**	**0**	**16**	**0**	**20**	**$ 3,452.00**
	Total Labor Hours and Fee	**6**	**16**	**5**	**8**	**24**	**2**	**61**	**$ 12,257.00**
Reimbursable Direct Non-Salary Costs									
								Title Reports (5)	$ 2,000.00
								Survey Recording Fee	$ 428.50
								Total Reimbursable Expense	**$ 2,428.50**
								Total Estimated Budget	**$ 14,685.50**

A PORTION OF THE NE1/4 OF THE NE1/4 OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 2 EAST, W.M.
PIERCE COUNTY, WASHINGTON



VICINITY

SCALE 1" = 2000'

BASIS OF BEARING

NORTH 89°08'23" WEST ALONG THE CENTERLINE OF ALFARETTA STREET SOUTHWEST AS DETERMINED BY GPS OBSERVATION. WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83/11

REFERENCES

1. RECORD OF SURVEY RECORDING NO. 201810315011

LEGAL DESCRIPTION

ENTER INFORMATION

LEGEND

●	SET REBAR & CAP (LS 29294)	WATER VALVE	FENCE
◎	SURFACE MONUMENT	WATER METER	HEDGE (HEIGHT NOTED)
△	MAG NAIL/SPIKE	FIRE HYDRANT	BUILDING
RC ○	REBAR & CAP	CO ○	UTILITY CLEAN-OUT (GENERIC/UNKNOWN)	EAVE
⌒	CULVERT	BOL ○	GUARD POST (BOLLARD)	PROPERTY LINE
○	POWER POLE	SHRUB	RIGHT-OF-WAY CENTERLINE
○	POWER POLE W/UNDERGROUND CONNECT	STUMP	RIGHT-OF-WAY
○	POWER POLE WITH LUMINAIRE	PLANTED AREA	EDGE OF PAVEMENT
▣	POWER METER	XX" DECIDUOUS TREE, DIAMETER (# OF TRUNKS)	CONCRETE
XX"	CONIFEROUS TREE, DIAMETER (# OF TRUNKS)	ROCKERY
		AC	ASPHALT/CONCRETE
		CHLK	CHAINLINK

TECHNICAL DATA

THIS SURVEY MEETS OR EXCEEDS PRECISION REQUIREMENTS AS SET FORTH IN WAC 332-130-090 FIELD TRAVERSE METHOD

EQUIPMENT USED

EQUIPMENT UTILIZED FOR THIS SURVEY:
LEICA TCRP 1203 TOTAL STATION
LEICA GS18 GPS

INDEXING DATA: NE1/4, NE1/4 SEC. 3, T. 19 N., R. 2 E., W.M.

RECORDER'S CERTIFICATE _____
Filed for record this ____ day of_____, 20_____
at_____m. in book____of_____at page____ at the request of MICHAEL R. BOWEN

_____ Mgr.

_____ Supt. of Records

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the survey recording act at the request of the City of Lakewood in October, 2025

_____
MICHAEL R. BOWEN
Certificate No. 29294

RECORD OF SURVEY FOR CITY OF LAKEWOOD

PSOMAS
2502 JEFFERSON AVENUE
TACOMA, WA 98402
253.627.0720
www.psomas.com

DRAWN BY: C. JOHNSON	CHECKED BY: M. BOWEN
SCALE: 1" = 30'	DATE: NOVEMBER, 2025
JOB NO. 9LAK030701	
SHEET 1 OF 1	
DRAWING NO. 9LAK030701ROS.DWG	

First American Title™

First American Title Insurance Company

712 Shaw Road E
Puyallup, WA 98372

October 21, 2025

Mike Bowen
PSOMAS
2502 Jefferson Avenue
Tacoma, WA 98402

Phone: (253)344-5281
Fax: (253)627-4144

Title Officer:	Scott Hughes
Phone:	(253)382-2835
Fax No.:	(866)651-5629
E-Mail:	schughes@firstam.com
Order Number:	4320863

Escrow Number: 4320863

Buyer:	n/a
Owner:	Crabill
Property:	6917 100th St SW Tacoma, Washington 98499

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title™

Guarantee

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5003353-4320863

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

PSOMAS

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

FIRST AMERICAN TITLE INSURANCE COMPANY

Sally F. Tyler, President

Lisa W. Cornehl, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
   The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.
2. Notice of Claim to be Given by Assured Claimant.
   An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. No Duty to Defend or Prosecute.
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
   (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.
In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.
In case of a claim under this Guarantee, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.
Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.
Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.
(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.
This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
(a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.
(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.
All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.
Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606

First American Title

First American Title™

Schedule A

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4320863

Order No.: 4320863 Liability: $2,000.00 Fee: $350.00
Tax: $ 35.70

Name of Assured: PSOMAS

Date of Guarantee: October 16, 2025

The assurances referred to on the face page hereof are:

1. Title is vested in:

   John D. Crabill and Anita Crabill, husband and wife

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

   A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

   B. Water rights, claims or title to water.

   C. Tax Deeds to the State of Washington.

   D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.

First American Title™

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4320863

Schedule B

RECORD MATTERS

1. Covenants, conditions, restrictions and/or easements:

   Recorded: April 4, 1973
   Recording No.: 2493865

2. Provisions of the Articles of Incorporation and By-Laws of the John Doe Corporation, and any tax, fee, assessments or charges as may be levied by said association.

3. Pump Station Systems Agreement and the terms and conditions thereof:
   Between: Pierce County Utilities Department
   And: Pierce County
   Recording Information: 8309020289

4. Easement, including terms and provisions contained therein:
   Recording Information: 8408080337
   In Favor of: Pierce County
   For: Sewage system
   Affects: A portion of said premises

5. Pier, fence and fire pit encroachments, as disclosed by Statutory Warranty Deed recorded December 31, 1990 under recording number 9012310665.

6. Matters shown on an unrecorded Survey, as disclosed by Statutory Warranty Deed recorded December 31, 1990 under recording number 9012310665.

7. Common Use and Maintenance Agreement and the terms and conditions thereof:
   Between: John Crabill and Anita Crabill, husband and wife
   And: J. R. Paulson and Marijane Paulson, husband and wife
   Recording Information: 9109190139

   In this connection, the Company notes the recital on the face of the Agreement referencing Exhibits 1 and 2, which are intended to describe the property affected by the Agreement. However, these Exhibits appear to be missing from the document. Accordingly, we reserve our opinion pending receipt of the relevant documentation.

8. Common Use and Maintenance Agreement and the terms and conditions thereof:
   Between: John Crabill and Anita Crabill, husband and wife
   And: Casey R. Ingels and the MJ Ray Ingels Family Irrevocable Trust
   Recording Information: 200912090469

9. Conditions, notes, easements, provisions, encroachments and/or other matters contained or delineated on the face of the Surveys recorded under Recording Nos. 201606225001 and 201803055002.

10. The terms and provisions contained in the document entitled "Agreement and Conveyance Adjusting a Mutual Property Boundary"
Recorded: October 31, 2018
Recording No.: 201810310845

11. Conditions, notes, easements, provisions, encroachments and/or other matters contained or delineated on the face of the Survey recorded under Recording No. 201810315011.

Informational Notes, if any

A. General taxes for the year 2025, which have been paid.

Tax Account No.:	503000-032-0	
Code Area:	760	
Amount:	$	10,339.60
Assessed Land Value:	$	508,200.00
Assessed Improvement Value:	$	505,300.00

B. We don't find any voluntary liens of record affecting subject property. Inquire as to the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

First American Title™

Schedule C

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4320863

The land in the County of Pierce, State of Washington, described as follows:

All that portion of Block 6, Block A, Block E and the vacated part of Lake Boulevard as shown on the plat of Lake Steilacoom Park, Pierce County, Washington, according to the plat thereof recorded in Volume 4 of Plats at Page 103, records of the Pierce County Auditor, contained in the following described tract of land, to wit:

Commencing at a point on the West line of said Lake Boulevard where the produced North line of Lot 1, Block 7, intersects the same;
Thence Northerly along said West line of Lake Boulevard to the intersection with a line parallel to and 106 feet distant when measured at right angles to said North line of Lot 1;
Thence East along said parallel line 50 feet to the center of said Lake Boulevard and the True Point of Beginning of this description;
Thence South 64°28'44.55" to an intersection with the South line of said vacated part of Lake Boulevard 100 feet West of its intersection with the Southeasterly line of said Block E;
Thence East along the South line of said vacated part of Lake Boulevard 100 feet;
Thence Southeasterly along the Southwesterly line of said Block E and the Southerly line of said Block 6 to the Southeast corner of said Block 6;
Thence Northerly along the Easterly line of said Block 6 a distance of 140 feet to a point 15 feet Northerly from the Southeast corner of Lot 3;
Thence South 78°20' West 492 feet, more or less, to the True Point of Beginning of this description, said North line of Lot 1, Block 7 being considered as running due East and West for purposes of this description;

From the above description is excepted that part of Lots 1, 2 and 3 in Block 6, deeded to C. M. Armstrong and described as follows:

Beginning at the Southeast corner of Block 6 of said plat of Lake Steilacoom Park;
Thence in a Northerly direction along the Easterly boundary of said Block 6 a distance of 140 feet to a point on the Easterly boundary of said Block 6 which is 15 feet Northerly from the Southeast corner of Lot 3 of said Block;
Thence South 78°20' West to a point on the Westerly boundary of said Lot 3;
Thence in a Southerly direction along the Westerly boundary of Lots 2, 3 and 1 in said Block 6 to the Southwest corner of said Lot 1;
Thence Easterly along the South boundary line of said Block 6 to the Point of Beginning, said above described tract being all of Lots 1 and 2 and a part of Lot 3, Block 6, of said Lake Steilacoom Park;

Also except that portion of a vacated alley and Block E as shown on said plat of Lake Steilacoom Park, and more particularly described as follows:

Beginning at the Southwest corner of said Lot 1, also being a point along the Northerly right of way line of 100th Street SW;
Thence coincident with the Northerly right of way line of 100th Street SW, South 89°35'19" West a distance of 2.87 feet;
Thence leaving the Northerly right of way line of 100th Street SW, North 10°52'39" West a distance of 110.82 feet;
Thence North 78°05'19" East a distance of 10.85 feet to a point along the Westerly line of said Lot 3 of Block 6 as shown on said plat;
Thence coincident with the Westerly line of said Block 6, South 06°45'43" East a distance of 111.82 feet

to the Southwest corner of said Lot 1 and the Point of Beginning;

Situate in the City of Lakewood, County of Pierce, State of Washington.



First American Title Insurance Company
712 Shaw Road E
Puyallup, WA 98372

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

First American Title™

First American Title Insurance Company

712 Shaw Road E
Puyallup, WA 98372

October 31, 2025

Billing Department
PSOMAS
2502 Jefferson Avenue
Tacoma, WA 98402

Phone: (253)627-0720
Fax: (253)627-4144

Title Officer:	Scott Hughes
Phone:	(253)382-2835
Fax No.:	(866)651-5629
E-Mail:	schughes@firstam.com
Order Number:	4322871

Escrow Number: 4322871

Buyer:	n/a
Owner:	Wollwage
Property:	6918 100th St SW Lakewood, Washington 98499

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title™

Guarantee

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5003353-4322871

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

PSOMAS

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

FIRST AMERICAN TITLE INSURANCE COMPANY

Sally F. Tyler, President

Lisa W. Cornehl, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
   The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.
2. Notice of Claim to be Given by Assured Claimant.
   An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. No Duty to Defend or Prosecute.
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
   (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.
In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.
In case of a claim under this Guarantee, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.
Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.
Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.
(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.
This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
(a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.
(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.
All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.
Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606



First American Title™

Schedule A

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322871

Order No.: 4322871 Liability: $2,000.00 Fee: $350.00
Tax: $ 35.70

Name of Assured: PSOMAS

Date of Guarantee: October 28, 2025

The assurances referred to on the face page hereof are:

1. Title is vested in:

   Paul C. Wollwage and Susan M. Wollwage, husband and wife

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

   A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

   B. Water rights, claims or title to water.

   C. Tax Deeds to the State of Washington.

   D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.

First American Title™

Schedule B

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322871

RECORD MATTERS

1. Right of Entry Agreement and the terms and conditions thereof:
   Between: William J. and Dexter Mead
   And: Pierce County
   Recording Information: 8411130099

Informational Notes, if any

A. General taxes for the year 2025, which have been paid.

Tax Account No.:	503000-140-0	
Code Area:	760	
Amount:	$	6,419.20
Assessed Land Value:	$	287,500.00
Assessed Improvement Value:	$	319,800.00

B. We don't find any voluntary liens of record affecting subject property. Inquire as to the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

First American Title™

Schedule C

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322871

The land in the County of Pierce, State of Washington, described as follows:

That portion of Lots 1, 2, 42 and 43, Block 7, Lake Steilacoom Park, according to the plat thereof recorded in Volume 4 of Plats at Page 103, records of the Pierce County Auditor, lying West of a line drawn perpendicular to the South line of said Lots 2 and 42, at a point on said South line 215.00 feet West of the Southeast corner of said Lot 2 and East of a line drawn perpendicular to the South line of said lots 2 and 42, at a point on said South line 310 feet West of said Southeast corner of said Lot 2;

Situate in the City of Lakewood, County of Pierce, State of Washington.



First American Title Insurance Company
712 Shaw Road E
Puyallup, WA 98372

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

First American Title™

First American Title Insurance Company

712 Shaw Road E
Puyallup, WA 98372

October 31, 2025

Billing Department
PSOMAS
2502 Jefferson Avenue
Tacoma, WA 98402

Phone: (253)627-0720
Fax: (253)627-4144

Title Officer:	Scott Hughes
Phone:	(253)382-2835
Fax No.:	(866)651-5629
E-Mail:	schughes@firstam.com
Order Number:	4322862

Escrow Number: 4322862

Buyer:	n/a
Owner:	Johnston
Property:	6924 100th St SW Lakewood, Washington 98499

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title™

Guarantee

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5003353-4322862

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

PSOMAS

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

FIRST AMERICAN TITLE INSURANCE COMPANY

Sally F. Tyler, President

Lisa W. Cornehl, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
   The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.
2. Notice of Claim to be Given by Assured Claimant.
   An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. No Duty to Defend or Prosecute.
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
   (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.
In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.
In case of a claim under this Guarantee, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.
Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.
Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.
(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.
This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
(a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.
(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.
All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.
Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606

FIRST AMERICAN

First American Title

First American Title™

Schedule A

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322862

Order No.: 4322862 Liability: $2,000.00 Fee: $350.00
Tax: $ 35.70

Name of Assured: PSOMAS

Date of Guarantee: October 28, 2025

The assurances referred to on the face page hereof are:

1. Title is vested in:

   Charles A. Johnston and Susan M. Johnston, husband and wife

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

   A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

   B. Water rights, claims or title to water.

   C. Tax Deeds to the State of Washington.

   D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.

First American Title™

Schedule B

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322862

RECORD MATTERS

1. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor:	Charles A. Johnston and Susan M. Johnston, husband and wife
Grantee/Beneficiary:	Mortgage Electronic Registration Systems, Inc. "MERS" solely as nominee for First Continental Mortgage, Ltd., its successors and assigns
Trustee:	Fidelity National Title
Amount:	$267,500.00
Dated:	February 5, 2021
Recorded:	February 10, 2021
Recording Information:	202102100464

2. Right of Entry Agreement and the terms and conditions thereof:

Between:	James W. and Alice M. Wilson
And:	Pierce County
Recording Information:	8409100287

Informational Notes, if any

A. General taxes for the year 2025, which have been paid.

Tax Account No.:	503000-141-0	
Code Area:	760	
Amount:	$	6,217.04
Assessed Land Value:	$	331,900.00
Assessed Improvement Value:	$	256,400.00

First American Title™

Schedule C

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322862

The land in the County of Pierce, State of Washington, described as follows:

That portion of Lots 42 and 43, Block 7, Lake Steilacoom Park, Pierce County, Washington, according to the plat thereof recorded in Volume 4 of Plats, Page 103, records of the Pierce County Auditor, lying West of a line drawn perpendicular to the South line of said Lot 42 at a point on said South line 310 feet West of the Southeast corner of said Lot 2 and East of a line drawn perpendicular to the South line of said Lot 42 at a point on said South line 380 feet West of the Southeast corner of said Lot 2;

Situate in the City of Lakewood, County of Pierce, State of Washington.

First American Title Insurance Company
712 Shaw Road E
Puyallup, WA 98372

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

First American Title™

First American Title Insurance Company

712 Shaw Road E
Puyallup, WA 98372

October 31, 2025

Billing Department
PSOMAS
2502 Jefferson Avenue
Tacoma, WA 98402

Phone: (253)627-0720
Fax: (253)627-4144

Title Officer:	Scott Hughes
Phone:	(253)382-2835
Fax No.:	(866)651-5629
E-Mail:	schughes@firstam.com
Order Number:	4322881

Escrow Number: 4322881

Buyer:	n/a
Owner:	Walden Trust
Property:	6928 100th St SW Lakewood, Washington 98499

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title™

Guarantee

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5003353-4322881

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

PSOMAS

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

FIRST AMERICAN TITLE INSURANCE COMPANY

Sally F. Tyler, President

Lisa W. Cornehl, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
   The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.
2. Notice of Claim to be Given by Assured Claimant.
   An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. No Duty to Defend or Prosecute.
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
   (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.
In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.
In case of a claim under this Guarantee, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.
Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.
Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.
(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.
This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
(a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.
(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.
All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.
Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606

First American Title

First American Title™

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322881

Schedule A

Order No.: 4322881 | Liability: $2,000.00 | Fee: $350.00 Tax: $ 35.70

Name of Assured: PSOMAS

Date of Guarantee: October 28, 2025

The assurances referred to on the face page hereof are:

1. Title is vested in:

   Fred Omer Walden, Trustee of The Fred Omer Walden Trust, dated May 18, 2010

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

   A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

   B. Water rights, claims or title to water.

   C. Tax Deeds to the State of Washington.

   D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.

First American Title™

Schedule B

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322881

RECORD MATTERS

1. Deed of Trust and the terms and conditions thereof.
   Grantor/Trustor: Fred Omer Walden, Trustee of The Fred Omer Walden Trust, dated May 18, 2010
   Grantee/Beneficiary: Afton Boehm
   Trustee: WFG National Title Company of Washington, LLC
   Amount: $329,500.00
   Dated: October 14, 2016
   Recorded: October 14, 2016
   Recording Information: 201610140077

2. Terms, provisions, conditions of the Trust Agreement of The Fred Omer Walden Trust dated May 18, 2010, and any subsequent modifications.

3. Exceptions and reservations contained in deed from the State of Washington, whereby said Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc. and the right of entry for exploring, opening, developing and working the same, provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry; and Right of the State of Washington or any Grantee or Lessee thereof, upon paying reasonable compensation, to acquire right of way for private railroads, skid roads, flumes, canals, water courses or other easements for transportation and moving timber, stone, minerals or other products from the lands, all pursuant to statutes in effect as of the date of conveyance by the state.
   Recording Information: 749327

4. Easement, including terms and provisions contained therein:
   Recording Information: 8408080335
   In Favor of: Pierce County
   For: Electric transmission and/or distribution line
   Affects: A portion of said premises

5. Any question as to the true location of the lateral boundaries of the shorelands.

6. Any questions that may arise due to shifting or change of the line of high water of Steilacoom Lake.

7. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

8. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

9. The coverage provided by the Company does not extend to any structure built over or upon the surface or bed of Steilacoom Lake.

Informational Notes, if any

A. General taxes for the year 2025, which have been paid.

Tax Account No.:	503000-142-0	
Code Area:	760	
Amount:	$	13,035.17
Assessed Land Value:	$	660,500.00
Assessed Improvement Value:	$	548,700.00

First American Title™

Schedule C

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322881

The land in the County of Pierce, State of Washington, described as follows:

Commencing at the Southeast corner of Lot 2, Block 7, Lake Steilacoom Park, Pierce County, Washington, according to the plat thereof recorded in Volume 4 of Plats at Page 103, records of the Pierce County Auditor;
Running thence West on the South line of said Lot 2 and of Lot 42 in said Block 7 a distance of 380 feet to the True Point of Beginning, from said True Point of Beginning North at right angles to the aforesaid South line a distance of 100 feet, more or less, to the South line of Lake Steilacoom Avenue;
Thence West along said South line of Lake Steilacoom Avenue a distance of 20 feet;
Thence South along a line parallel to the aforementioned North-South course a distance of 50 feet to the South line of Lot 43 of said Block 7;
Thence West along said South line of Lot 43 and the prolongation thereof a distance of 136.45 feet, more or less, to the shore of Steilacoom Lake;
Thence Southeasterly along said shore of Steilacoom Lake to an intersection with the prolongation Westward of a line 15 feet South when measured at right angles of the South line of said Lot 42, a distance of 135.35 feet;
Thence North 15 feet to the True Point of Beginning;

(In Block 7, Lake Steilacoom Park, Pierce County, Washington, and a portion of vacated Lake Boulevard and of Block A, Lake Steilacoom Park, abutting thereon);

Together with shorelands of the second class abutting thereon;

Situate in the City of Lakewood, County of Pierce, State of Washington.

First American Title Insurance Company
712 Shaw Road E
Puyallup, WA 98372

First American Title™

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

First American Title™

First American Title Insurance Company

712 Shaw Road E
Puyallup, WA 98372

November 03, 2025

Billing Department
PSOMAS
2502 Jefferson Avenue
Tacoma, WA 98402

Phone: (253)627-0720
Fax: (253)627-4144

Title Officer:	Scott Hughes
Phone:	(253)382-2835
Fax No.:	(866)651-5629
E-Mail:	schughes@firstam.com
Order Number:	4322843

Escrow Number: 4322843

Buyer:	n/a
Owner:	Johnson/Gates
Property:	6926 100th St SW Lakewood, Washington 98499

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title™

Guarantee

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5003353-4322843

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

PSOMAS

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

FIRST AMERICAN TITLE INSURANCE COMPANY

Sally F. Tyler, President

Lisa W. Cornehl, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
   The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.
2. Notice of Claim to be Given by Assured Claimant.
   An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. No Duty to Defend or Prosecute.
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
   (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.
In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

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In case of a claim under this Guarantee, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.
Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.
Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.
(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.
This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
(a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.
(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.
All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.
Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606

First American Title

First American Title™

Schedule A

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322843

Order No.: 4322843 Liability: $2,000.00 Fee: $350.00
Tax: $ 35.70

Name of Assured: PSOMAS

Date of Guarantee: October 28, 2025

The assurances referred to on the face page hereof are:

1. Title is vested in:

   Clinton P. Johnson and Sharlynn D. Gates, as joint tenants with right of survivorship

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

   A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

   B. Water rights, claims or title to water.

   C. Tax Deeds to the State of Washington.

   D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.

First American Title™

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322843

Schedule B

RECORD MATTERS

1. Deed of Trust and the terms and conditions thereof.
   Grantor/Trustor: Sharlynn D. Gates, an unmarried woman, and Clinton P. Johnson, an unmarried man, each as their separate estate
   Grantee/Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS" solely as nominee for Umpqua Bank, its successors and assigns
   Trustee: Fidelity National Title
   Amount: $280,500.00
   Dated: November 12, 2019
   Recorded: November 20, 2019
   Recording Information: 201911200313

2. Exceptions and reservations contained in deed from the State of Washington, whereby said Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc. and the right of entry for exploring, opening, developing and working the same, provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry; and Right of the State of Washington or any Grantee or Lessee thereof, upon paying reasonable compensation, to acquire right of way for private railroads, skid roads, flumes, canals, water courses or other easements for transportation and moving timber, stone, minerals or other products from the lands, all pursuant to statutes in effect as of the date of conveyance by the state.
   Recording Information: 749327

3. The terms and provisions contained in the document entitled "Board of Adjustment Written Order"
   Recorded: February 26, 2008
   Recording No.: 200802260001

4. Any question as to the true location of the lateral boundaries of the shorelands.

5. Any questions that may arise due to shifting or change of the line of high water of Steilacoom Lake.

6. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

7. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

8. The coverage provided by the Company does not extend to any structure built over or upon the surface or bed of Steilacoom Lake.

Informational Notes, if any

A. General taxes for the year 2025, which have been paid.

Tax Account No.:	503000-143-0	
Code Area:	760	
Amount:	$	11,313.46
Assessed Land Value:	$	641,300.00
Assessed Improvement Value:	$	395,900.00

First American Title™

Schedule C

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4322843

The land in the County of Pierce, State of Washington, described as follows:

Commencing at the Southeast corner of Lot 2, Block 7, Lake Steilacoom Park, Pierce County, Washington, according to the plat thereof recorded in Volume 4 of Plats at Page 103, records of the Pierce County Auditor;
Thence West along the South line of said Lot 2 and of Lot 42 in said Block 400 feet;
Thence North at right angles 50 feet to the South line of Lot 43 of said Block, being the Point of Beginning;
Thence West along the South line of said Lot 43 and its prolongation to the shore of Steilacoom Lake;
Thence Northerly along said shore to a point 50 feet North of, measured at right angles from, the last course;
Thence East parallel with the prolongation of the South line of said Lot 43 and 50 feet North therefrom to the Westerly boundary of said Lot 43;
Thence Northerly and Easterly along the West and North boundaries of said Lot 43 to a point on a line running North from the True Point of Beginning and at right angles to the South line of said Lot 42;
Thence South to the Point of Beginning;

Together with shorelands of the second class abutting thereon;

(Being a portion of Lot 43, Block 7, Lake Steilacoom Park, Pierce County, Washington, and a portion of vacated Lake Boulevard and of Block "A," Lake Steilacoom Park, abutting thereon);

Situate in the City of Lakewood, County of Pierce, State of Washington.



First American Title Insurance Company
712 Shaw Road E
Puyallup, WA 98372

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Outlook

Re: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

From James Dean <jdean@lakewoodwater.org>
Date Mon 11/2/2026 4:44 PM
To Angie Silva <ASilva@cityoflakewood.us>
Cc Jeff Rimack <jrimack@cityoflakewood.us>; Alley Reyes <areyes@lakewoodwater.org>

1 attachment (175 KB)
6926 100TH ST SW-rev.pdf;

This email originated outside the City of Lakewood.
Use caution when following links or opening attachments as they could lead to malicious code or infected web sites. When in doubt, please contact the HelpDesk.
- helpdesk@cityoflakewood.us ext. 4357

Angie,
The District would want to relocate the service for 6926 100th St Sw approx. 15' to remain in the ROW. The relocation would be at the property owner's expense.
Alley has provided a sketch of where our services are located.

James Dean
Water Distribution Manager
253.588.4423 (O)
253.300.5413 (D)
253.882. 6729(C)
11900 Gravelly Lake Dr SW
www.lakewoodwater.org

From: Angie Silva <ASilva@cityoflakewood.us>
Date: Tuesday, October 20, 2026 at 11:17 AM
To: Taran Bedi <taran.bedi@piercecountywa.gov>; Aaron.callanan@piercecounty.wa.gov <Aaron.callanan@piercecounty.wa.gov>; aday@cloverpark.k12.wa.us <aday@cloverpark.k12.wa.us>; Alan.bar@verizonwireless.com <Alan.bar@verizonwireless.com>; ahamlin@tacoma.gov <ahamlin@tacoma.gov>; ARice@Tacoma.gov <ARice@Tacoma.gov>; Alley Reyes <areyes@lakewoodwater.org>; Amber.uhls@pse.com <Amber.uhls@pse.com>; Amy.Tousley@pse.com <Amy.Tousley@pse.com>; arusin@lakeviewlight.com <arusin@lakeviewlight.com>; banderso@cloverpark.k12.wa.us <banderso@cloverpark.k12.wa.us>; bpierce@cloverpark.k12.wa.us <bpierce@cloverpark.k12.wa.us>; Brian_Hoback@comcast.com <Brian_Hoback@comcast.com>; Caleb.Brown@ezeefiber.com <Caleb.Brown@ezeefiber.com>; Curtis.dyer@piercecountywa.gov

<Curtis.dyer@piercecountywa.gov>; drosholm@cityoftacoma.org <drosholm@cityoftacoma.org>; Edward.Abreu@ezeefiber.com <Edward.Abreu@ezeefiber.com>; Engin_ataman@comcast.com <Engin_ataman@comcast.com>; edodgen@cityoftacoma.org <edodgen@cityoftacoma.org>; Eric.Miller@pse.com <Eric.Miller@pse.com>; AmundsG@wsdot.wa.gov <AmundsG@wsdot.wa.gov>; Greg_Giddens2@comcast.com <Greg_Giddens2@comcast.com>; gnetcher@cityoftacoma.org <gnetcher@cityoftacoma.org>; IChernyak@tacoma.gov <ichernyak@tacoma.gov>; jwright@parametrix.com <jwright@parametrix.com>; James.i.allen@pse.com <James.i.allen@pse.com>; James Dean <jdean@lakewoodwater.org>; James Dean <jdean@lakewoodwater.org>; Jamison_Harris@comcast.com <Jamison_Harris@comcast.com>; Jason_franks3@comcast.com <Jason_franks3@comcast.com>; Jason.weekes@piercecountywa.gov <Jason.weekes@piercecountywa.gov>; jmccarty@cloverpark.k12.wa.us <jmccarty@cloverpark.k12.wa.us>; michael.dobbs <michael.dobbs@westpierce.org>; matt.garrels <matt.garrels@westpierce.org>; Jenn.welch@pse.com <Jenn.welch@pse.com>; jrempe@cityoftacoma.org <jrempe@cityoftacoma.org>; John Danielson <jdaniels@cloverpark.k12.wa.us>; jdevore@lakeviewlight.com <jdevore@lakeviewlight.com>; Jgreen3@cityoftacoma.org <Jgreen3@cityoftacoma.org>; Keith.powell@ezeefiber.com <Keith.powell@ezeefiber.com>; Kbutts@lakeviewlight.com <Kbutts@lakeviewlight.com>; Kerellos.Youssef@soundtransit.org <Kerellos.Youssef@soundtransit.org>; Kim.bodtker@zayo.com <Kim.bodtker@zayo.com>; Kimberly_Garrett@cable.comcast.com <Kimberly_Garrett@cable.comcast.com>; kwilcox@parametrix.com <kwilcox@parametrix.com>; Laurie.Brownmorgan@lumen.com <Laurie.Brownmorgan@lumen.com>; Luanne.yu@pse.com <Luanne.yu@pse.com>; mdavilla@piercetransit.org <mdavilla@piercetransit.org>; SteingM@wsdot.wa.gov <SteingM@wsdot.wa.gov>; Marshall Meyer <mmeyer@lakewoodwater.org>; Matt.DeMuro@ezeefiber.com <Matt.DeMuro@ezeefiber.com>; matt.garrels <matt.garrels@westpierce.org>; matthew_herrington@comcast.com <matthew_herrington@comcast.com>; Matthew.reid@astound.com <Matthew.reid@astound.com>; michael.dobbs <michael.dobbs@westpierce.org>; michael.dobbs <michael.dobbs@westpierce.org>; miforsyt@cloverpark.k12.wa.us <miforsyt@cloverpark.k12.wa.us>; Michael.klapperich@pse.com <Michael.klapperich@pse.com>; Nicholas.Labarre@lumen.com <Nicholas.Labarre@lumen.com>; Okikuta@parametrix.com <Okikuta@parametrix.com>; Petrick.pierce@ezeefiber.com <Petrick.pierce@ezeefiber.com>; Rance.smith@piercecountywa.gov <Rance.smith@piercecountywa.gov>; rcollier@cityoftacoma.org <rcollier@cityoftacoma.org>; rhitt@cloverpark.k12.wa.us <rhitt@cloverpark.k12.wa.us>; rbutner@co.pierce.wa.us <rbutner@co.pierce.wa.us>; Rick Ring <rring@cloverpark.k12.wa.us>; Rick Ring <rring@cloverpark.k12.wa.us>; Rob.Bair@lumen.com <Rob.Bair@lumen.com>; Ryan.roth@ezeefiber.com <Ryan.roth@ezeefiber.com>; Ryan.walsh@pse.com <Ryan.walsh@pse.com>; Sandy.leek@pse.com <Sandy.leek@pse.com>; Christenson, Scott A <Scott.christenson@verizon.com>; scott.meurn@kpff.com <scott.meurn@kpff.com>; Scott.morrison@zayo.com <Scott.morrison@zayo.com>; Seann.Perry@ezeefiber.com <Seann.Perry@ezeefiber.com>; Shawn.Murphy@astound.com <Shawn.Murphy@astound.com>; scrosier@parametrix.com <scrosier@parametrix.com>; Sylvia.Rodeberg@comcast.com <Sylvia.Rodeberg@comcast.com>; Tami.Vogel@PierceCountyWa.gov <Tami.Vogel@PierceCountyWa.gov>; Thinh.pham@lumen.com <Thinh.pham@lumen.com>; tvaslet@piercetransit.org <tvaslet@piercetransit.org>; Todd_Gallant@comcast.com <Todd_Gallant@comcast.com>; HoTuoc@wsdot.wa.gov <HoTuoc@wsdot.wa.gov>; Wpark@piercetransit.org <Wpark@piercetransit.org>; Whitney.white@wsdot.wa.gov <Whitney.white@wsdot.wa.gov>; Zachary.Eskenazi@soundtransit.org <Zachary.Eskenazi@soundtransit.org>; Roxanne Miles <RMiles@cityoflakewood.us>; David Claridge <DClaridge@cityoflakewood.us>; Weston Ott <wott@cityoflakewood.us>; Troy Pokswinski <TPokswinski@cityoflakewood.us>
Cc: Jeff Rimack <jrimack@cityoflakewood.us>
Subject: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

This message originated outside of the Lakewood Water email system. Please exercise caution opening attachments and links from senders you do not know.

Hello,

The City of Lakewood is requesting comments on a proposed partial vacation of 100th Street SW at Lake Steilacoom (ENG-2026-103). Pursuant to Lakewood Municipal Code (LMC) 12.05.230, the City is seeking input from law enforcement, City departments, West Pierce Fire & Rescue, government agencies, and utility providers.

Please submit comments by **November 5, 2026**, for consideration in the staff report to City Council.

The attached notice includes the legal description, survey, vicinity map, and additional details. Please review and provide comments addressing the following:

- Any existing facilities within the proposed vacation area.
- Whether an easement is needed, including its location and dimensions.
- Any required facility relocation or other improvements.
- Potential impacts to emergency access, fire services, utilities, or public shoreline access.
- Whether you object, have no objection, or have no objection subject to conditions.

Proposal Details

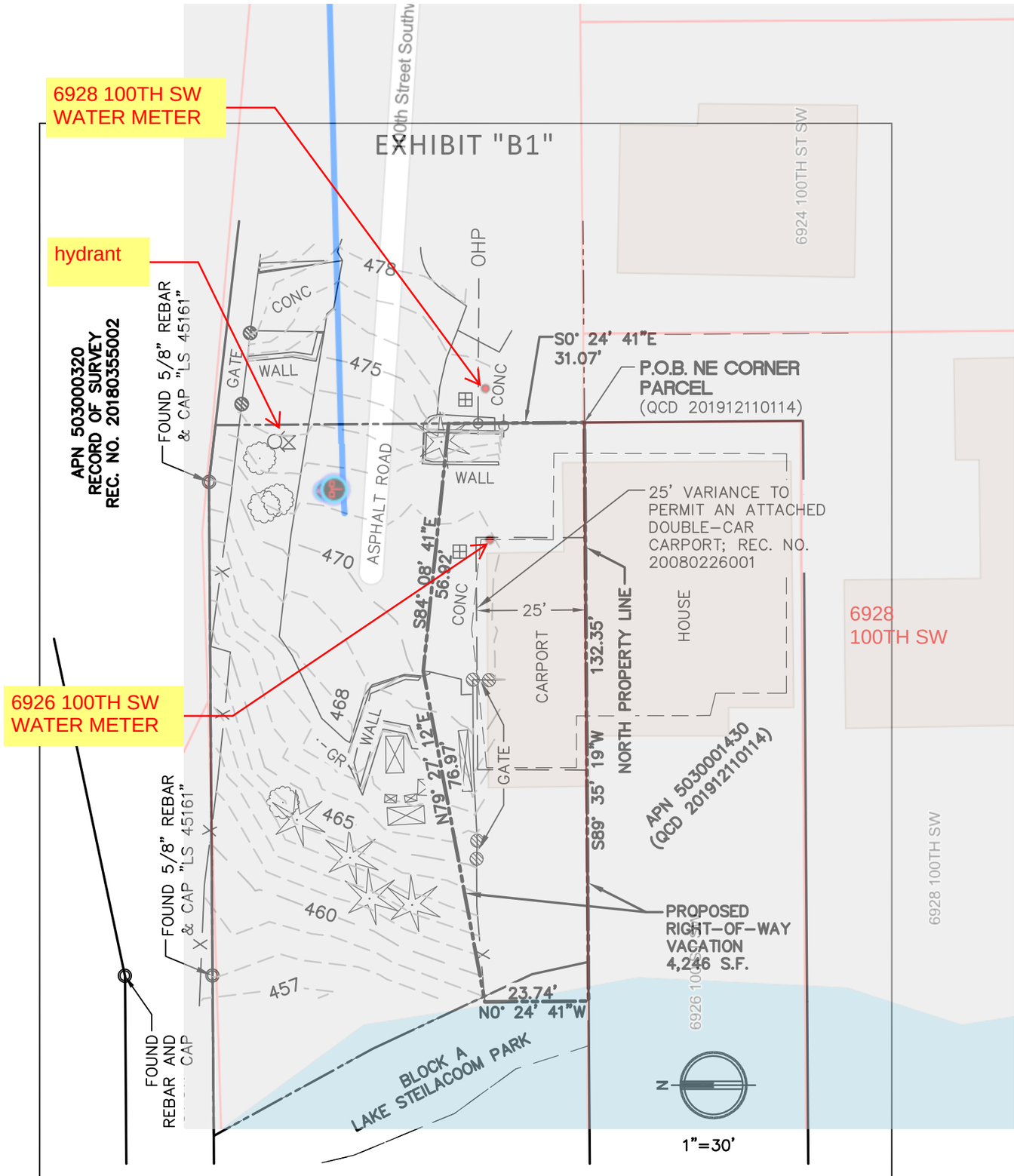
- Location: 100th Street SW, west of DeKoven Drive SW, abutting Lake Steilacoom
- Area: Approximately 4,246 square feet (0.10 acre)
- Public Hearing: November 16, 2026, at 6:00 p.m., Lakewood City Hall or virtually

Please email your comments to both me, asilva@cityoflakewood.us, and Jeff Rimack, Director of Planning & Public Works, at jrimack@cityoflakewood.us. If you have no facilities or concerns within the proposed vacation area, a brief response confirming this is appreciated.

Regards,

Angie Silva, Assistant Director
Department of Planning & Public Works
City of Lakewood
asilva@cityoflakewood.us
O: 253-983-7839|C: 253-753-8017

Facebook | Instagram



LEGEND

	FOUND PROPERTY CORNER
	GATE POST
	PLANTER BOX
	UTILITY POWER POLE
	FIRE HYDRANT
	WATER METER
	WATER VALVE
CONC	CONCRETE PAD
GR	GUARD RAIL
	CONIFEROUS TREE
	DECIDUOUS TREE
OHP	OVERHEAD UTILITIES
X	FENCE

[TOPOGRAPHY SHOWN HEREON WAS PREFORMED MAY 2024]

SCEAN A. RIPLEY
STATE OF WASHINGTON
41296
REGISTERED
PROFESSIONAL LAND SURVEYOR

09/16/2026

JOB NO. 2240209.50
09/16/26
R.O.W. VACATION EXHIBIT
LEGAL BY: SR EXHIBIT BY: FS
NE 1/4, NE 1/4, S3, T19N, R2E
w:\sdskproj\2024\2240209\2240209 rw vacation.dwg

AHBL
2215 North 30th Street,
Suite 200,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

Outlook

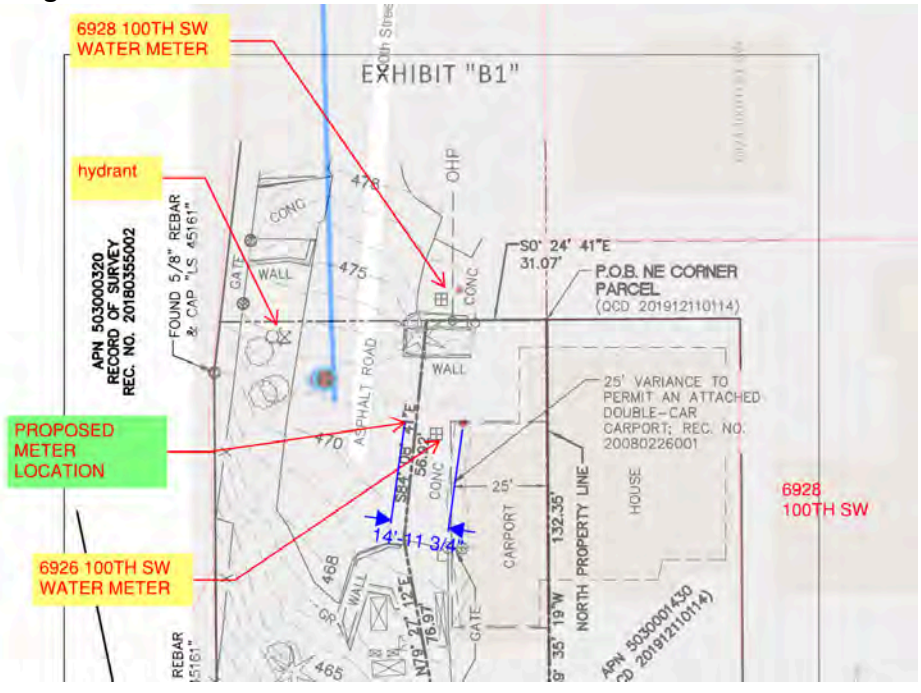
Re: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

From Alley Reyes <areyes@lakewoodwater.org>
Date Mon 11/2/2026 4:57 PM
To James Dean <jdean@lakewoodwater.org>; Angie Silva <ASilva@cityoflakewood.us>
Cc Jeff Rimack <jrimack@cityoflakewood.us>

This email originated outside the City of Lakewood.
Use caution when following links or opening attachments as they could lead to malicious code or infected web sites. When in doubt, please contact the HelpDesk.
- helpdesk@cityoflakewood.us ext. 4357

Hello Angie:

See below snip for the proposed meter location. The red dots were meter locations based off our GPS data, that closely matches square structures on the survey which may actually be the location of the existing water meters for 6926 & 6928.



Thank you,
Alley

From: James Dean <jdean@lakewoodwater.org>
Sent: Monday, November 2, 2026 4:43 PM
To: Angie Silva <ASilva@cityoflakewood.us>
Cc: Jeff Rimack <jrimack@cityoflakewood.us>; Alley Reyes <areyes@lakewoodwater.org>
Subject: Re: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

Angie,

The District would want to relocate the service for 6926 100th St Sw approx. 15' to remain in the ROW. The relocation would be at the property owner's expense.
Alley has provided a sketch of where our services are located.

James Dean
Water Distribution Manager
253.588.4423 (O)
253.300.5413 (D)
253.882. 6729(C)
11900 Gravelly Lake Dr SW
www.lakewoodwater.org

From: Angie Silva <ASilva@cityoflakewood.us>
Date: Tuesday, October 20, 2026 at 11:17 AM
To: Taran Bedi <taran.bedi@piercecountywa.gov>; Aaron.callanan@piercecounty.wa.gov <Aaron.callanan@piercecounty.wa.gov>; aday@cloverpark.k12.wa.us <aday@cloverpark.k12.wa.us>; Alan.bar@verizonwireless.com <Alan.bar@verizonwireless.com>; ahamlin@tacoma.gov <ahamlin@tacoma.gov>; ARice@Tacoma.gov <ARice@Tacoma.gov>; Alley Reyes <areyes@lakewoodwater.org>; Amber.uhls@pse.com <Amber.uhls@pse.com>; Amy.Tousley@pse.com <Amy.Tousley@pse.com>; arusin@lakeviewlight.com <arusin@lakeviewlight.com>; banderso@cloverpark.k12.wa.us <banderso@cloverpark.k12.wa.us>; bpierce@cloverpark.k12.wa.us <bpierce@cloverpark.k12.wa.us>; Brian_Hoback@comcast.com <Brian_Hoback@comcast.com>; Caleb.Brown@ezeefiber.com <Caleb.Brown@ezeefiber.com>; Curtis.dyer@piercecountywa.gov <Curtis.dyer@piercecountywa.gov>; drosholm@cityoftacoma.org <drosholm@cityoftacoma.org>; Edward.Abreu@ezeefiber.com <Edward.Abreu@ezeefiber.com>; Engin_ataman@comcast.com <Engin_ataman@comcast.com>; edodgen@cityoftacoma.org <edodgen@cityoftacoma.org>; Eric.Miller@pse.com <Eric.Miller@pse.com>; AmundsG@wsdot.wa.gov <AmundsG@wsdot.wa.gov>; Greg_Giddens2@comcast.com <Greg_Giddens2@comcast.com>; gnetcher@cityoftacoma.org <gnetcher@cityoftacoma.org>; IChernyak@tacoma.gov <ichernyak@tacoma.gov>; jwright@parametrix.com <jwright@parametrix.com>; James.i.allen@pse.com <James.i.allen@pse.com>; James Dean <jdean@lakewoodwater.org>; James Dean <jdean@lakewoodwater.org>; Jamison_Harris@comcast.com <Jamison_Harris@comcast.com>; Jason_franks3@comcast.com <Jason_franks3@comcast.com>; Jason.weekes@piercecountywa.gov <Jason.weekes@piercecountywa.gov>; jmccarty@cloverpark.k12.wa.us <jmccarty@cloverpark.k12.wa.us>; michael.dobbs <michael.dobbs@westpierce.org>; matt.garrels <matt.garrels@westpierce.org>; Jenn.welch@pse.com <Jenn.welch@pse.com>; jrempe@cityoftacoma.org <jrempe@cityoftacoma.org>; John Danielson <jdaniels@cloverpark.k12.wa.us>; jdevore@lakeviewlight.com <jdevore@lakeviewlight.com>; Jgreen3@cityoftacoma.org <Jgreen3@cityoftacoma.org>; Keith.powell@ezeefiber.com <Keith.powell@ezeefiber.com>; Kbutts@lakeviewlight.com <Kbutts@lakeviewlight.com>; Kerellos.Youssef@soundtransit.org <Kerellos.Youssef@soundtransit.org>; Kim.bodtker@zayo.com <Kim.bodtker@zayo.com>; Kimberly_Garrett@cable.comcast.com <Kimberly_Garrett@cable.comcast.com>; kwilcox@parametrix.com <kwilcox@parametrix.com>; Laurie.Brownmorgan@lumen.com <Laurie.Brownmorgan@lumen.com>; Luanne.yu@pse.com <Luanne.yu@pse.com>; mdavilla@piercetransit.org <mdavilla@piercetransit.org>;

SteingM@wsdot.wa.gov <SteingM@wsdot.wa.gov>; Marshall Meyer <mmeyer@lakewoodwater.org>; Matt.DeMuro@ezeefiber.com <Matt.DeMuro@ezeefiber.com>; matt.garrels <matt.garrels@westpierce.org>; matthew_herrington@comcast.com <matthew_herrington@comcast.com>; Matthew.reid@astound.com <Matthew.reid@astound.com>; michael.dobbs <michael.dobbs@westpierce.org>; michael.dobbs <michael.dobbs@westpierce.org>; miforsyt@cloverpark.k12.wa.us <miforsyt@cloverpark.k12.wa.us>; Michael.klapperich@pse.com <Michael.klapperich@pse.com>; Nicholas.Labarre@lumen.com <Nicholas.Labarre@lumen.com>; Okikuta@parametrix.com <Okikuta@parametrix.com>; Petrick.pierce@ezeefiber.com <Petrick.pierce@ezeefiber.com>; Rance.smith@piercecountywa.gov <Rance.smith@piercecountywa.gov>; rcollier@cityoftacoma.org <rcollier@cityoftacoma.org>; rhitt@cloverpark.k12.wa.us <rhitt@cloverpark.k12.wa.us>; rbutner@co.pierce.wa.us <rbutner@co.pierce.wa.us>; Rick Ring <rring@cloverpark.k12.wa.us>; Rick Ring <rring@cloverpark.k12.wa.us>; Rob.Bair@lumen.com <Rob.Bair@lumen.com>; Ryan.roth@ezeefiber.com <Ryan.roth@ezeefiber.com>; Ryan.walsh@pse.com <Ryan.walsh@pse.com>; Sandy.leek@pse.com <Sandy.leek@pse.com>; Christenson, Scott A <Scott.christenson@verizon.com>; scott.meurn@kpff.com <scott.meurn@kpff.com>; Scott.morrison@zayo.com <Scott.morrison@zayo.com>; Seann.Perry@ezeefiber.com <Seann.Perry@ezeefiber.com>; Shawn.Murphy@astound.com <Shawn.Murphy@astound.com>; scrosier@parametrix.com <scrosier@parametrix.com>; Sylvia.Rodeberg@comcast.com <Sylvia.Rodeberg@comcast.com>; Tami.Vogel@PierceCountyWa.gov <Tami.Vogel@PierceCountyWa.gov>; Thinh.pham@lumen.com <Thinh.pham@lumen.com>; tvaslet@piercetransit.org <tvaslet@piercetransit.org>; Todd_Gallant@comcast.com <Todd_Gallant@comcast.com>; HoTuoc@wsdot.wa.gov <HoTuoc@wsdot.wa.gov>; Wpark@piercetransit.org <Wpark@piercetransit.org>; Whitney.white@wsdot.wa.gov <Whitney.white@wsdot.wa.gov>; Zachary.Eskenazi@soundtransit.org <Zachary.Eskenazi@soundtransit.org>; Roxanne Miles <RMiles@cityoflakewood.us>; David Claridge <DClaridge@cityoflakewood.us>; Weston Ott <wott@cityoflakewood.us>; Troy Pokswinski <TPokswinski@cityoflakewood.us>
Cc: Jeff Rimack <jrimack@cityoflakewood.us>
Subject: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

This message originated outside of the Lakewood Water email system. Please exercise caution opening attachments and links from senders you do not know.

Hello,

The City of Lakewood is requesting comments on a proposed partial vacation of 100th Street SW at Lake Steilacoom (ENG-2026-103). Pursuant to Lakewood Municipal Code (LMC) 12.05.230, the City is seeking input from law enforcement, City departments, West Pierce Fire & Rescue, government agencies, and utility providers.

Please submit comments by **November 5, 2026**, for consideration in the staff report to City Council.

The attached notice includes the legal description, survey, vicinity map, and additional details. Please review and provide comments addressing the following:

- Any existing facilities within the proposed vacation area.
- Whether an easement is needed, including its location and dimensions.
- Any required facility relocation or other improvements.
- Potential impacts to emergency access, fire services, utilities, or public shoreline access.
- Whether you object, have no objection, or have no objection subject to conditions.

Proposal Details

- Location: 100th Street SW, west of DeKoven Drive SW, abutting Lake Steilacoom
- Area: Approximately 4,246 square feet (0.10 acre)
- Public Hearing: November 16, 2026, at 6:00 p.m., Lakewood City Hall or virtually

Please email your comments to both me, asilva@cityoflakewood.us, and Jeff Rimack, Director of Planning & Public Works, at jrimack@cityoflakewood.us. If you have no facilities or concerns within the proposed vacation area, a brief response confirming this is appreciated.

Regards,

Angie Silva, Assistant Director
Department of Planning & Public Works
City of Lakewood
asilva@cityoflakewood.us
O: 253-983-7839|C: 253-753-8017

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Outlook

100th street partial vacation

From Sharlynn Gates <sgates6716@aol.com>
Date Thu 11/5/2026 12:57 PM
To Douglas Russell <drussell@cityoflakewood.us>; Angie Silva <asilva@cityoflakewood.us>; Jeff Rimack <jrimack@cityoflakewood.us>
Cc Clint Johnson <cpjlakewood@hotmail.com>; Heather Burgess <hburgess@dfpblaw.com>

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- helpdesk@cityoflakewood.us ext. 4357

First, thank you for your service to our community. I recognize that serving the City comes with difficult decisions, and I appreciate the time and consideration you have given to this matter.

I wanted to take this opportunity to share my understanding of the facts and our position regarding the proposed partial street vacation.

As you know, we have legal counsel working with the City's attorney, and our request is to approve the partial vacation to purchase the variance associated with our property.

One of the challenges we face is that many residents may not fully understand what a property variance means, its scope or how it applies in this situation. This has understandably led to some confusion about whether the public has a right to the property in question. And that citizens who oppose fully understand its legal implications. I'm not sure the council fully understands the variance legal implications either.

Our position is that the variance was legally granted in perpetuity, extending to subsequent owners of the property. We believe it extends the full length of our 25-foot frontage, and we have substantial historical and physical evidence supporting that interpretation:

● Affidavits from previous owners confirming their understanding of the variance boundaries extending in full to the Lakefront.

● Two chain-link fences installed by the county that establish and mark those boundaries.

● Property taxes paid on the property, including the lake frontage associated with the variance.

● An existing built substantial bulkhead that physically marks the end of the property at the variance line.

Taken together, we believe this evidence supports our position that the variance extends the full 25 feet. We are confident that a court would give serious consideration to this documentation and the historical treatment of the property.

My understanding is that the Council must ultimately make an all-or-nothing decision on this petition. If the Council chooses not to approve our request and instead seeks to serve us to vacate any portion of the full variance, we will be forced to pursue the matter through the legal process to keep what we believe is granted use of this property.

That is not the outcome we want. We would much rather reach a reasonable agreement with the City and the partial vacation be approved.

However, I believe it is important to consider the practical consequences of denying the petition. Neither the City nor the County has historically used this particular property for public access. Only a very small number of Lakewood residents use this street end, and much of the potential access is physically obstructed by the existing bulkhead and a mature, old-growth fir tree.

Furthermore, the City already has access to the adjoining property and has an existing park plan for that area. Edgewater Park is also just six blocks away, providing additional nearby lake access. Public access is not affected.

Given these circumstances, I think the Council must carefully consider whether pursuing a potentially lengthy legal dispute is truly in the City’s best interest. Litigation could cost taxpayers hundreds of thousands of dollars, particularly if the City does not prevail. The ongoing Edgewater litigation, which is reportedly costing the City more than a million dollars, is a reminder of the financial consequences these disputes can carry.

Is it fiscally responsible to spend potentially hundreds of thousands of taxpayer dollars to obtain a few additional feet of street-end property when nearby public

access already exists and the adjoining property is available for the City's proposed park plans?

We believe such an outcome would be unnecessary, financially burdensome, and of very limited benefit to the broader community.

Ultimately, we are asking the City Staff and Council to consider the documented history, established property boundaries, existing physical conditions, and practical realities of this situation. We believe approving the purchase is a reasonable compromise that allows the City to move forward with its park plans while respecting the property rights and history associated with our home.

Like the City staff and Council, we want this matter resolved. We do not want it to become a prolonged and costly legal battle for either the City or our family.

I am hoping from a favorable recommendation from city staff. I sincerely hope the Council will make a thoughtful, fair, and common-sense decision that serves the best interests of the entire Lakewood community. I understand your recommendation will come out shortly. If possible, we would like appraised of the recommendations.

Thank you again for your time, your service, and your consideration.

Respectfully,

Sharlynn Gates

Sent from the all new AOL app for iOS

Outlook

RE: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

From McIntyre, Ariana Eshe <Ariana.McIntyre@pse.com>
Date Fri 11/6/2026 10:19 AM
To Uhls, Amber <Amber.uhls@pse.com>
Cc Leek, Sandy <Sandy.leek@pse.com>; Angie Silva <ASilva@cityoflakewood.us>

You don't often get email from ariana.mcintyre@pse.com. Learn why this is important

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- helpdesk@cityoflakewood.us ext. 4357

Good morning,

It does look like PSE has gas facilities within the proposed vacation area. It is hard to determine location and dimensions without a utility survey but we would want to obtain an easement or would ask for utility language to be reserved in the vacation ordinance.

Ariana McIntyre
Associate Real Estate Representative
Asset Management
253-401-5530
P.O. Box 97034
Bellevue, WA 98009-9734
PUGET SOUND ENERGY

From: Koch, Michelle <Michelle.Koch@pse.com>
Sent: Wednesday, October 21, 2026 7:44 AM
To: Uhls, Amber <Amber.Uhls@pse.com>; McIntyre, Ariana Eshe <Ariana.McIntyre@pse.com>
Cc: Leek, Sandy <sandy.leek@pse.com>; ASilva@cityoflakewood.us
Subject: FW: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

Hi everyone!

Thanks for reaching out with this! Our Asset Management team now handles Vacation Requests. I'm looping in Ariana on the Asset Mgmt team to get this assigned to the appropriate real estate rep.

Thanks!

Michelle Koch
Supervisor Real Estate – Southern R/W
PUGET SOUND ENERGY
michelle.koch@pse.com

425-615-3317
3130 S. 38th St., Tacoma, WA 98409

PUGET SOUND ENERGY

I Belong | I Thrive | I Contribute| I Grow | I Trust

From: Uhls, Amber <Amber.Uhls@pse.com>
Sent: Tuesday, October 20, 2026 12:10 PM
To: Angie Silva <ASilva@cityoflakewood.us>
Cc: Leek, Sandy <sandy.leek@pse.com>; Koch, Michelle <Michelle.Koch@pse.com>
Subject: RE: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

Hi Angie,

I've included your email with our new MLM, Sandy Leek and our Real Estate Supervisor, Michelle Koch.

Sandy & Michelle,

This did not come through the intake process. Do we need an intake form for ROW vacation? Not sure who all needs to be looped in on our side of things for this process.

Amber Uhls
Project Manager III – Public Improvement
Customer & System projects
Southwest – Natural Gas
**Dupont *Fife *Fircrest *JBLM/Camp Murray *Lakewood *Puyallup *Ruston *Steilacoom *Tacoma *University Place *WSDOT*
PUGET SOUND ENERGY
Cell: (425)495-1062
3130 S 38th ST
Tacoma, WA 98409
amber.uhls@pse.com

From: Angie Silva <ASilva@cityoflakewood.us>
Sent: Tuesday, October 20, 2026 11:17 AM
To: Taran Bedi <taran.bedi@piercecountywa.gov>; Aaron.callanan@piercecounty.wa.gov; aday@cloverpark.k12.wa.us; Alan.bar@verizonwireless.com; ahamlin@tacoma.gov; ARice@Tacoma.gov; areyes@lakewoodwater.org; Uhls, Amber <Amber.Uhls@pse.com>; Tousley, Amy <Amy.Tousley@pse.com>; arusin@lakeviewlight.com; banderso@cloverpark.k12.wa.us; bpierce@cloverpark.k12.wa.us; Brian_Hoback@comcast.com; Caleb.Brown@ezeefiber.com; Curtis.dyer@piercecountywa.gov; drosholm@cityoftacoma.org; Edward.Abreu@ezeefiber.com; Engin_ataman@comcast.com; edodgen@cityoftacoma.org; Miller, Eric <Eric.Miller@pse.com>; AmundsG@wsdot.wa.gov; Greg_Giddens2@comcast.com; gnetcher@cityoftacoma.org; IChernyak@tacoma.gov; jwright@parametrix.com; Allen, James <James.I.Allen@pse.com>; James Dean <jdean@lakewoodwater.org>; James Dean <jdean@lakewoodwater.org>; Jamison_Harris@comcast.com; Jason_franks3@comcast.com; Jason.weekes@piercecountywa.gov; jmccarty@cloverpark.k12.wa.us; michael.dobbs

<michael.dobbs@westpierce.org>; matt.garrels <matt.garrels@westpierce.org>; Jenn.welch@pse.com; jrempe@cityoftacoma.org; John Danielson <jdaniels@cloverpark.k12.wa.us>; jdevore@lakeviewlight.com; Jgreen3@cityoftacoma.org; Keith.powell@ezeefiber.com; Kbutts@lakeviewlight.com; Kerellos.Youssef@soundtransit.org; Kim.bodtker@zayo.com; Kimberly_Garrett@cable.comcast.com; kwilcox@parametrix.com; Laurie.Brownmorgan@lumen.com; Yu, Luanne <Luanne.Yu@pse.com>; mdavilla@piercetransit.org; SteingM@wsdot.wa.gov; mmeyer@lakewoodwater.org; Matt.DeMuro@ezeefiber.com; matt.garrels <matt.garrels@westpierce.org>; matthew_herrington@comcast.com; Matthew.reid@astound.com; michael.dobbs <michael.dobbs@westpierce.org>; michael.dobbs <michael.dobbs@westpierce.org>; miforsyt@cloverpark.k12.wa.us; Klapperich, Michael <Michael.Klapperich@pse.com>; Nicholas.Labarre@lumen.com; Okikuta@parametrix.com; Petrick.pierce@ezeefiber.com; Rance.smith@piercecountywa.gov; rcollier@cityoftacoma.org; rhitt@cloverpark.k12.wa.us; rbutner@co.pierce.wa.us; Rick Ring <rring@cloverpark.k12.wa.us>; Rick Ring <rring@cloverpark.k12.wa.us>; Rob.Bair@lumen.com; Ryan.roth@ezeefiber.com; Walsh, Ryan <Ryan.Walsh@pse.com>; Leek, Sandy <sandy.leek@pse.com>; Christenson, Scott A <Scott.christenson@verizon.com>; scott.meurn@kpff.com; Scott.morrison@zayo.com; Seann.Perry@ezeefiber.com; Shawn.Murphy@astound.com; scrosier@parametrix.com; Sylvia.Rodeberg@comcast.com; Tami.Vogel@PierceCountyWa.gov; Thinh.pham@lumen.com; tvaslet@piercetransit.org; Todd_Gallant@comcast.com; HoTuoc@wsdot.wa.gov; Wpark@piercetransit.org; Whitney.white@wsdot.wa.gov; Zachary.Eskenazi@soundtransit.org; Roxanne Miles <RMiles@cityoflakewood.us>; David Claridge <DClaridge@cityoflakewood.us>; Weston Ott <wott@cityoflakewood.us>; Troy Pokswinski <TPokswinski@cityoflakewood.us>

Cc: Jeff Rimack <jrimack@cityoflakewood.us>

Subject: Proposed Partial Street Vacation Request: 100th Steet SW at Lake Steilacoom

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Hello,

The City of Lakewood is requesting comments on a proposed partial vacation of 100th Street SW at Lake Steilacoom (ENG-2026-103). Pursuant to Lakewood Municipal Code (LMC) 12.05.230, the City is seeking input from law enforcement, City departments, West Pierce Fire & Rescue, government agencies, and utility providers.

Please submit comments by **November 5, 2026**, for consideration in the staff report to City Council.

The attached notice includes the legal description, survey, vicinity map, and additional details. Please review and provide comments addressing the following:

- Any existing facilities within the proposed vacation area.
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- Any required facility relocation or other improvements.
- Potential impacts to emergency access, fire services, utilities, or public shoreline access.
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- Area: Approximately 4,246 square feet (0.10 acre)

- Public Hearing: November 16, 2026, at 6:00 p.m., Lakewood City Hall or virtually

Please email your comments to both me, asilva@cityoflakewood.us, and Jeff Rimack, Director of Planning & Public Works, at jrimack@cityoflakewood.us. If you have no facilities or concerns within the proposed vacation area, a brief response confirming this is appreciated.

Regards,

Angie Silva, Assistant Director
Department of Planning & Public Works
City of Lakewood
asilva@cityoflakewood.us
O: 253-983-7839|C: 253-753-8017

Facebook | Instagram

Outlook

Re: P871590 - Lakewood, WA Vacate/Abandon (100th St SW)

From Salles, Briana <Briana.Salles@lumen.com>
Date Fri 11/6/2026 11:27 AM
To Angie Silva <ASilva@cityoflakewood.us>
Cc Jeff Rimack <jrimack@cityoflakewood.us>; Wood, Kali <Kali.Wood@lumen.com>

2 attachments (4 MB)
P871590 - Objection Letter_Clean.pdf; Markup of existing facilities.png;

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- helpdesk@cityoflakewood.us ext. 4357

Good afternoon, Angie,

Thank you for your patience, and I apologize for the delay. Attached is Lumen's official response letter and a markup showing the location of Lumens facilities.

Our engineer noted reservations regarding this request due to existing facilities in the area, specifically an aerial cable and a joint-use pole with TPU. If these facilities are permitted to remain in place, an easement will be required.

Could you please confirm whether you would prefer to proceed by reserving/granting an easement to Lumen, or if you would like to proceed with the relocation process instead?

Note on easements: A new easement must be granted by the property owner. If the area is currently still a right-of-way (ROW), Lumen would need an easement reserved directly within the street vacation ordinance.

If you decide to proceed with relocation, please let me know and I will gladly provide the engineer's contact information. Please let me know if you have any questions.

Thank you,

Briana Salles
ROW Agent
361-652-8608
Briana.Salles@Lumen.com
Direct Report: Kali.Wood@Lumen.com

LUMEN SELECTROW

From: Angie Silva <ASilva@cityoflakewood.us>
Sent: Tuesday, October 27, 2026 8:52 AM
To: Salles, Briana <Briana.Salles@lumen.com>
Cc: Jeff Rimack <jrimack@cityoflakewood.us>; Wood, Kali <Kali.Wood@lumen.com>
Subject: Re: P871590 - Lakewood, WA Vacate/Abandon (100th St SW)

Morning Briana,

Attached is the recorded plat map submitted as part of the application request.

Regards,

Angie Silva, Assistant Director
Department of Planning & Public Works
City of Lakewood
asilva@cityoflakewood.us
O: 253-983-7839|C: 253-753-8017

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From: Salles, Briana <Briana.Salles@lumen.com>
Sent: Tuesday, October 27, 2026 5:54 AM
To: Angie Silva <ASilva@cityoflakewood.us>
Cc: Jeff Rimack <jrimack@cityoflakewood.us>; Wood, Kali <Kali.Wood@lumen.com>
Subject: Re: P871590 - Lakewood, WA Vacate/Abandon (100th St SW)

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Good morning, Angie,

At your earliest convenience can you please provide me with the following subdivision plat: **Lake Steilacoom Park, Volume 4 of Plats, Page 103, records of Pierce County, Washington.**

Please let me know if you have any questions.

Thank you,

Briana Salles
ROW Agent
361-652-8608
Briana.Salles@Lumen.com
Direct Report: Kali.Wood@Lumen.com



From: Angie Silva <ASilva@cityoflakewood.us>
Sent: Wednesday, October 21, 2026 9:33 AM
To: Wood, Kali <Kali.Wood@lumen.com>
Cc: Salles, Briana <Briana.Salles@lumen.com>; Jeff Rimack <jrimack@cityoflakewood.us>
Subject: Re: P871590 - Lakewood, WA Vacate/Abandon (100th St SW)

Thank you Kali.

Please include Jeff Rimack in related correspondents. I am planning to be out of the office and don't want comments received to slip into the cracks and not incorporated.

Regards,

Angie Silva, Assistant Director
Department of Planning & Public Works
City of Lakewood
asilva@cityoflakewood.us
O: 253-983-7839|C: 253-753-8017

Facebook | Instagram

From: Wood, Kali <Kali.Wood@lumen.com>
Sent: Wednesday, October 21, 2026 5:09 AM
To: Angie Silva <ASilva@cityoflakewood.us>
Cc: Salles, Briana <Briana.Salles@lumen.com>
Subject: P871590 - Lakewood, WA Vacate/Abandon (100th St SW)

You don't often get email from kali.wood@lumen.com. Learn why this is important

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- helpdesk@cityoflakewood.us ext. 4357

Hello,

Thank you for your easement vacate/release request.

We have created project **P871590** and assigned it to **Briana Salles** (**Briana.Salles@Lumen.com** | **361-652-8608**).

Location: 100th St SW, Lakewood, WA

We will review and respond within 10 business days.

Please reply-all with any questions or additional documents.

Thank you,

Kali Wood
Project Manager | SelectROW Team
(361) 405-1342 | Kali.Wood@Lumen.com
Direct Report: Aaron.Amejorado@Lumen.com



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11/6/26

City of Lakewood
ATTN: Angie Silva
6000 Main Street SW
Lakewood, Washington 98499

WITH Reservations

SUBJECT: Vacate a Portion of the Public Right-of-Way being 100 Street Southwest, Lake Steilacoom Park, Pierce County, Washington

APN: 5030001430

To Whom It May Concern:

QWEST CORPORATION D/B/A CENTURYLINK QC ("CenturyLink") has reviewed the request for the subject vacation and has determined that in order to protect its facilities CenturyLink must reserve its rights.

Please SAVE AND EXCEPT an EASEMENT to CenturyLink over the following area/s:

> Portion of the Public Right-of-Way, as further described and/or depicted on the attached Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

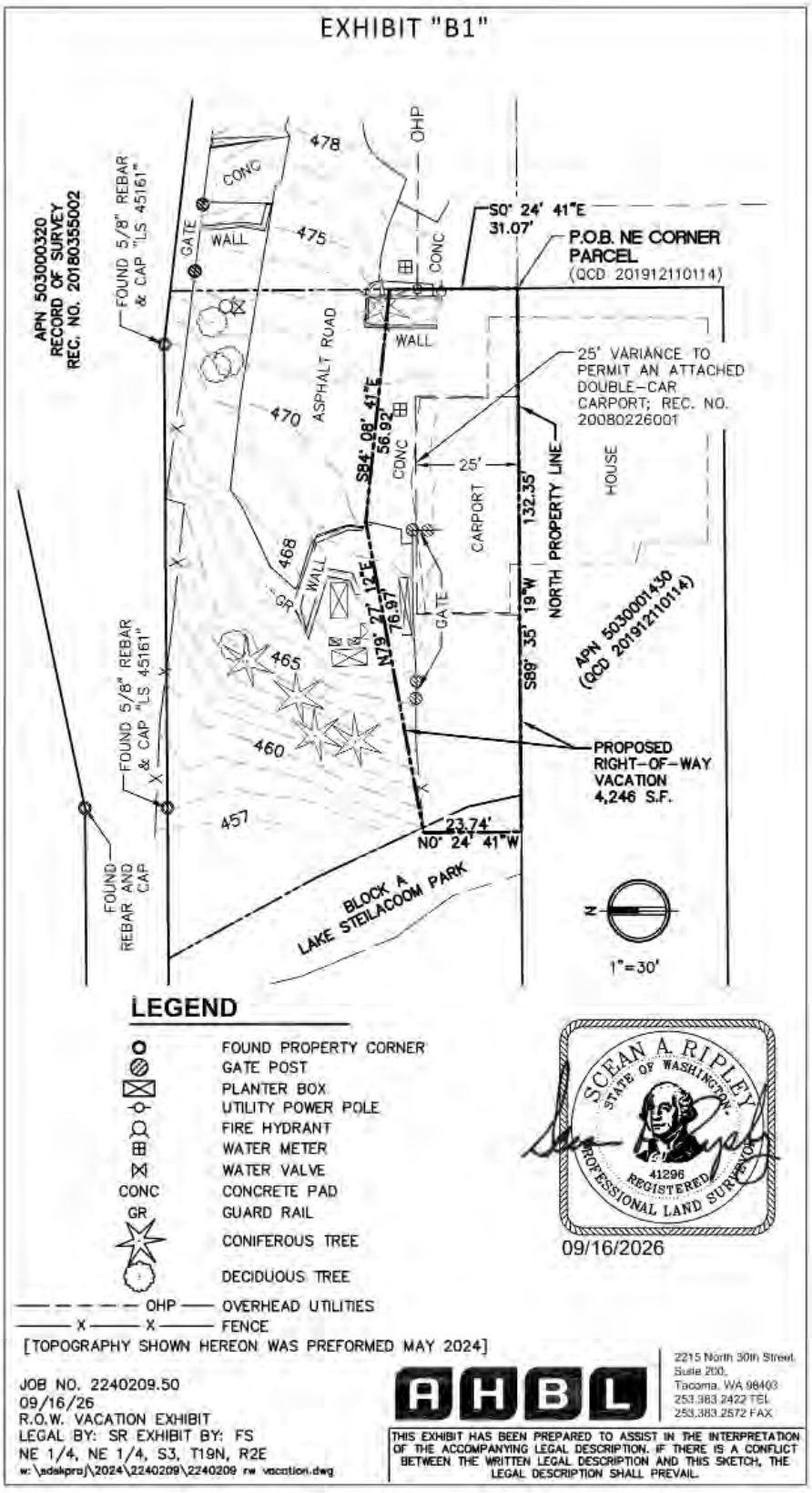
This response is submitted with the additional stipulation that if CenturyLink facilities are damaged within the area, the Applicant will bear the cost of relocation and repair of said facilities.

If you would like to further discuss this action, please contact Briana Salles at (361) 652-8608, Briana.Salles@lumen.com , or nre.easement@lumen.com.

Sincerely yours,

Briana Salles
Network Infrastructure Services
Lumen
P871590

Exhibit A


EXHIBIT "B1"
APN 5030000320
RECORD OF SURVEY
REC. NO. 201803550002
FOUND 5/8" REBAR & CAP "LS 45161"
GATE
WALL
CONC
478
475
470
468
465
460
457
OHP
S0° 24' 41"E
31.07'
P.O.B. NE CORNER PARCEL
(QCD 201912110114)
ASPHALT ROAD
25' VARIANCE TO PERMIT AN ATTACHED DOUBLE-CAR CARPORT; REC. NO. 20080226001
S84° 08' 41"E
56.92'
25'
CARPORT
HOUSE
NORTH PROPERTY LINE
132.35'
S89° 35' 19"W
N79° 27' 12"E
76.97'
GR
APN 5030001430
(QCD 201912110114)
PROPOSED RIGHT-OF-WAY VACATION
4,246 S.F.
23.74'
N0° 24' 41"W
FOUND REBAR AND CAP
BLOCK A
LAKE STEILACOOM PARK
N
1"=30'
LEGEND
FOUND PROPERTY CORNER
GATE POST
PLANTER BOX
UTILITY POWER POLE
FIRE HYDRANT
WATER METER
WATER VALVE
CONC CONCRETE PAD
GR GUARD RAIL
CONIFEROUS TREE
DECIDUOUS TREE
OHP OVERHEAD UTILITIES
FENCE
[TOPOGRAPHY SHOWN HEREON WAS PREFORMED MAY 2024]
JOB NO. 2240209.50
09/16/26
R.O.W. VACATION EXHIBIT
LEGAL BY: SR EXHIBIT BY: FS
NE 1/4, NE 1/4, S3, T19N, R2E
w:\adakpro\2024\2240209\2240209 rw vacation.dwg
SCEAN A. RIPLEY
STATE OF WASHINGTON
41296
REGISTERED
PROFESSIONAL LAND SURVEYOR
09/16/2026
AHBL
2215 North 30th Street
Suite 200
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX
THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

From: Briana Schumacher
To: Angie Silva; Jeff Rimack
Subject: Fw: Partial Variance of 100th St
Date: Monday, November 9, 2026 9:14:47 AM

Thanks!

Briana Schumacher, City Clerk
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499
Phone: (253) 983-7705
Cell: (253) 254-9040

From: Mary Bergin-sperry <mary.berginsperry@gmail.com>
Sent: Sunday, November 8, 2026 5:34 PM
To: Briana Schumacher <BSchumacher@cityoflakewood.us>
Cc: Paul Bocchi <PBocchi@cityoflakewood.us>; Patti Belle <pbelle@cityoflakewood.us>; Ryan Pearson <rpearson@cityoflakewood.us>; Ellen Talbo <etalbo@cityoflakewood.us>; Trestin Lauricella <tlauricella@cityoflakewood.us>; Mike Brandstetter <mbrandstetter@cityoflakewood.us>
Subject: Partial Variance of 100th St

This email originated outside the City of Lakewood.
Use caution when following links or opening attachments as they could lead to malicious code or infected web sites. When in doubt, please contact the HelpDesk.
- helpdesk@cityoflakewood.us ext. 4357

I am writing this letter against the city selling the partial variance to the 100th street owners.

As a Lakewood resident for over 60 years, I am a firm believer that the Lake Street ends should remain City property for all the citizens of Lakewood to use and for all to have many various convenient access close to their neighborhoods.

I like the present city plan to develop these neighborhood street ends into small easy access parks. I am aware 100th St is not currently sited for development but this site has future potential due to its close location to downtown future walking development and especially since Park Lodge is such a close school that field trips for educational purposes could be considered.

Thank You for hearing my voice.

Mary Pat Bergin-Sperry

From:	Briana Schumacher
To:	Jeff Rimack; Angie Silva
Subject:	Fw: Vacation of end of 100th Street
Date:	Monday, November 9, 2026 9:22:36 AM

Thanks!
Briana Schumacher, City Clerk
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499
Phone: (253) 983-7705
Cell: (253) 254-9040

From: Alan Macpherson <lakewoodrunner@gmail.com>
Sent: Sunday, November 8, 2026 8:46 AM
To: Briana Schumacher <bschumacher@cityoflakewood.us>
Subject: Vacation of end of 100th Street

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- helpdesk@cityoflakewood.us ext. 4357

To the City Clerk and Council:

We have been residents of Lakewood for more than 20 years, living on Pine Street. We favor the City's allowing the persons living on 100th Street, where it ends at Lake Steilacoom, to purchase the portion of property technically owned by the City that was thought until now to belong to these residents. As we understand it the City will still have access to the lake there.

Thank you.
Alan & Jane Macpherson

Outlook

100th street land parcel

From Gaynor Fitzgerald <uk392003@yahoo.com>
Date Mon 11/9/2026 11:20 AM
To Briana Schumacher <bschumacher@cityoflakewood.us>
Cc Paul Bocchi <PBocchi@cityoflakewood.us>; Patti Belle <PBelle@cityoflakewood.us>; Ryan Pearson <RPearson@cityoflakewood.us>; Ellen Talbo <ETalbo@cityoflakewood.us>; Trestin Lauricella <TLauricella@cityoflakewood.us>; MBrandsetter@cityoflakewood.us <MBrandsetter@cityoflakewood.us>

You don't often get email from uk392003@yahoo.com. Learn why this is important

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- helpdesk@cityoflakewood.us ext. 4357

Dear Lakewood City Council,

I am writing this letter in favor of the city selling the partial variance to the 100th street owners.

The street end at 100th street already gives citizens Lake access. Edgewater park is already just a few blocks away. The city doesn't need that space, plus the area at the bottom of 100th is so small, how can it possibly become a park worth going to? It has room for only a couple of cars and people. What I do know about that area is it has been used by homeless people and drug addicts and by allowing it to be a park the city will only make things worse. My son purchased a house near that area and he also has concerns about this becoming a park. The state is currently shutting down parks due to budget cuts, why would we make another one when we have parks that are being closed down due to lack of state funding. It is a terrible waste of tax payers money. If it is sold to the owners down that street, then it will no longer be a city problem or cost. The new owners will be responsible for the upkeep of that land.

The city doesn't need another lawsuit either.

These are good people. They volunteer and are active in our community.

Do the right and moral thing. Please vote to approve this partial vacation.

Sincerely, Gaynor Fitzgerald-Males

November 5, 2026

Dear Mayor Bocchi and City Council Members,

I am writing on behalf of my friends and also faithful members of our congregation, Clint Johnson & Sharlynn Johnson Gates. I have known Clint for approximately 27 years while serving as the pastor at Lake City Community Church. I have known Sharalynn since their marriage in 2019. They are both dear members of our church and faithful servants in our community.

I am writing to respectfully request you to consider and approve their proposed solution to the longstanding property issue regarding the 25-foot variance to their property line. Since Pierce County granted this legal variance and even installed a chain link fence to designate this as such, it seems like the only fair thing to do is for the City of Lakewood to recognize it as legally binding and superseding the establishment of our City.

It will also honor the fact that they, and the previous land owners, relied on the County's decisions when they invested in good faith in the development of their property.

Clint & Sharlynn are paying taxes on this piece of property already and are willing to purchase the property at fair market value. Approving this proposal will not eliminate public lake access, and it does not prevent the city from creating it's proposed park.

Thank you for your consideration of this fair and reasonable solution which has been proposed. In addition to being a fair solution, granting this proposed solution will resolve the long-standing uncertainty and potentially prevent future legal expenses for our city.

Thank you for listening to our thoughts and for your consideration of their proposed solution. We value your time and your service to our community.

Sincerely,

Rev. Jim & Jaci Kennington

Outlook

(No subject)

From Bonnie Westmark <bswestmark@gmail.com>
Date Mon 11/9/2026 8:16 PM
To Briana Schumacher <bschumacher@cityoflakewood.us>

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- helpdesk@cityoflakewood.us ext. 4357

Dear Lakewood City Council,

I am writing this letter in favor of the city selling the partial variance to the 100th street owners.

The street end at 100th street already gives citizens Lake access. Edgewater park is already just a few blocks away. The city doesn't need that space.

The city doesn't need another lawsuit either.

These are good people. They volunteer and are active in our community.

Do the right and moral thing. Please vote to approve this partial vacation.

Sincerely,
Bonnie Westmark

Outlook

For the November 16, 2026 meeting

From Cindy <ccgardner@earthlink.net>
Date Mon 11/9/2026 7:58 PM
To Briana Schumacher <BSchumacher@cityoflakewood.us>
Cc Paul Bocchi <pbocchi@cityoflakewood.us>; mmoss@cityoflakewood.us <mmoss@cityoflakewood.us>; Mike Brandstetter <mbrandstetter@cityoflakewood.us>; Patti Belle <pbelle@cityoflakewood.us>; Trestin Lauricella <tlauricella@cityoflakewood.us>; Ryan Pearson <rpearson@cityoflakewood.us>; Philip Lindholm <plindholm@cityoflakewood.us>

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- helpdesk@cityoflakewood.us ext. 4357

RE: The Street ends. 100th Street Vacation Request

The dictionary defines public as: (1) of or concerning the people as a whole: (2) of or involved in the affairs of the community, especially in government or entertainment; (3) open to or shared by all the people of an area or country.

Are the City Council members considering the public and their rights on this issue?

It is confusing that the City Council made an Edgewater owner give up their property because it was encroaching on public land. Instead of vacating any of the encroachment, the property was confiscated from the owner and the property was leveled, leaving behind an empty lot full of weeds.

I am opposed to giving up public land. Lake access here in Lakewood is diminishing because property owners have installed barricades, bulkheads, and gardens on public spaces. I'm not opposed to letting the owners in this issue keep their carport, but they should return all land that is public, to the public.

I appreciate this opportunity to express my opinion. I wish I could be there in person.

Sincerely,
Cindy Gardner
6439 Wildaire Rd, SW
Lakewood, WA
98499

Outlook

Support for a fair resolution at the end of 100th Street SW

From Rick Burkhalter <burk6500@gmail.com>
Date Tue 11/10/2026 9:54 AM
To Briana Schumacher <bschumacher@cityoflakewood.us>
Cc Paul Bocchi <pbocchi@cityoflakewood.us>; Patti Belle <pbelle@cityoflakewood.us>; Ryan Pearson <rpearson@cityoflakewood.us>; Ellen Talbo <etalbo@cityoflakewood.us>; tlauricella@cityoflakewood.com <tlauricella@cityoflakewood.com>; mbrandsetter@cityoflakewood.us <mbrandsetter@cityoflakewood.us>; Philip Lindholm <plindholm@cityoflakewood.us>

You don't often get email from burk6500@gmail.com. Learn why this is important

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- helpdesk@cityoflakewood.us ext. 4357

Dear Mayor and Councilmembers,

I am writing in support of the homeowner at the end of 100th Street SW who purchased the property with the understanding that Pierce County's recorded 25-foot variance was granted in perpetuity. The county-installed fencing and existing physical improvements reinforced the homeowner's reasonable belief that this arrangement was permanent.

The homeowner has offered to purchase the land at fair market value to eliminate future uncertainty and obtain clear title. I urge the Council to give this proposal serious consideration as a practical, fair resolution that compensates the city while recognizing the homeowner's good-faith reliance on the county's prior actions.

Please work toward a negotiated solution that respects both the public interest and the homeowner's investment.

Sincerely,
Rick Burkhalter

Outlook

Yes on Property Sale on Lake Steilicom

From Lois Keen <lois.orloske@gmail.com>
Date Tue 11/10/2026 2:12 PM
To Briana Schumacher <bschumacher@cityoflakewood.us>

[You don't often get email from lois.orloske@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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- helpdesk@cityoflakewood.us ext. 4357

The city of Lakewood should sell the 25’ of land on 100th street.

The parcel of property owned by the city of Lakewood is not used. The home that the Johnsons purchased was upgraded fifty years ago. Prior to the Johnsons coming forth to the city about the property line, how many complaints did the city of Lakewood get regarding the 25 feet that their carport occupied? None. The Johnsons came to the city of Lakewood, in good faith wanting an honest and fair resolution. That is what city governments do, they help their citizens. Clint and Sharlynn have been long term residents of this city and are upstanding senior citizens in the community.
Nothing is lost by allowing the sale of this parcel. The city does not maintain this property and could use the funds to enhance other projects in the community.
I hope you will be kind and allow the Johnson’s to move on with their lives.
Sincerely,
Lois Keen

Sent from my iPhone

November 8, 2026

City Clerk
City Hall
6000 Main Street SW
Lakewood WA 98499

Dear City Clerk,

I am writing in support of Clint and Sharlynn Johnson (landowners) and their petition to vacate a portion of the City's right of way where their home's parking area, carport, bulkhead, and fence are located. They are seeking to purchase the portion of the public right of way for a fair market value, which was previously granted to the previous landowner with a perpetual and exclusive variance in 1966 by the County that is superior in title to the City's right of way.

As contributing citizens in good standing, the landowners are not seeking to vacate any of the public access on the right of way. This petition will resolve title issues for both the landowners and the City regarding all improvements permitted for over 60 years and are not encroachments. This disputed area has little practical public benefit.

The landowners are seeking to resolve the dispute without a lawsuit. It is my hope that the City would resolve this dispute and grant a favorable solution to the landowners allowing them to purchase the disputed property.

Thank you for your consideration in this matter.

Sincerely,

Loureen Hunt
7328 Steilacoom Blvd SW
Lakewood WA 98499

PUBLIC HEARING

Partial Street Vacation 100th Street SW at Lake Steilacoom

Permit No. ENG-2026-103

City Council Meeting | November 16, 2026

Jeff Rimack, Director, Planning & Public Works

WHERE WE ARE

Tonight is the hearing.

Oct 19

Resolution No. 2026-08 set the hearing

Oct 21

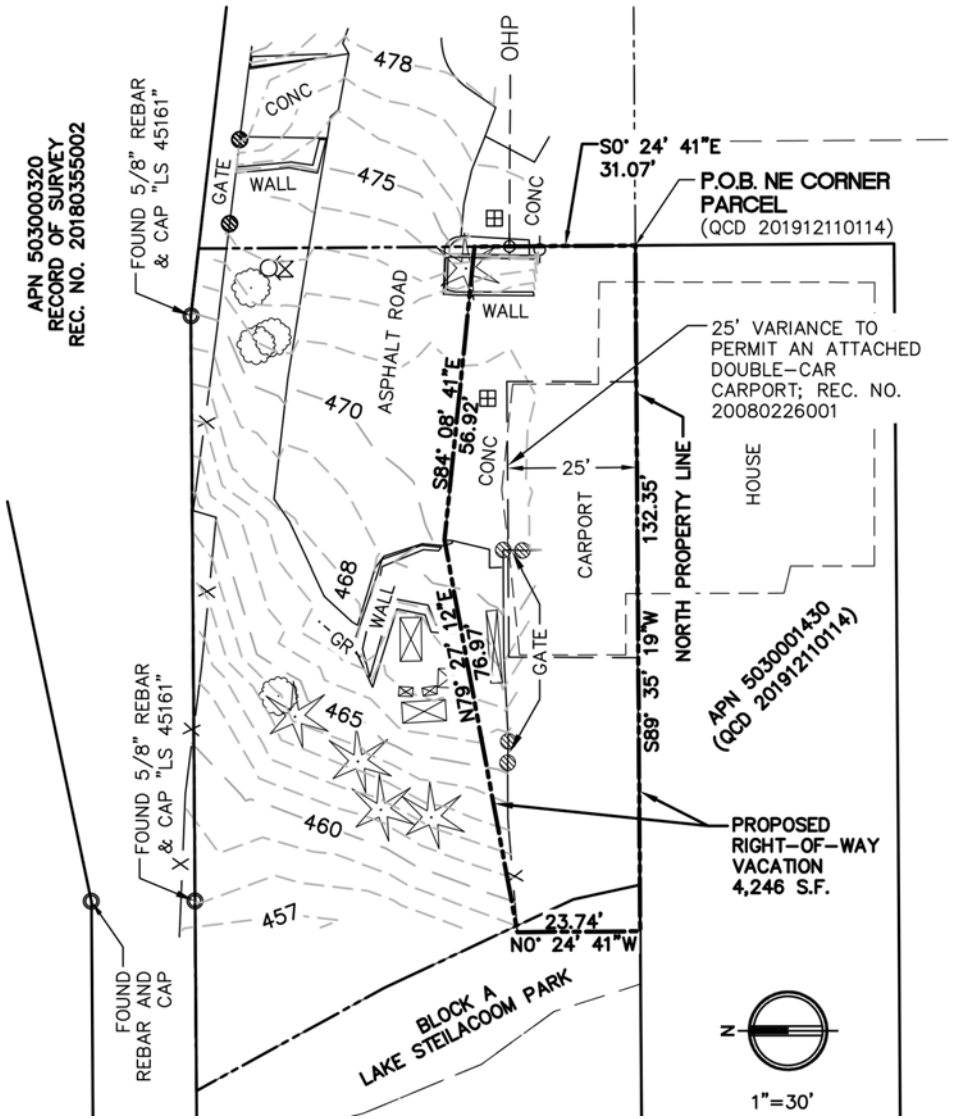
Notice mailed, posted, and published (deadline Oct 27)

Nov 16

Public hearing (tonight)

Dec 7

Tentative Council Action: Approve, Approve with conditions or Denial



THE REQUEST AT A GLANCE

4,246 square feet of a 100th Street SW street end

- **Partial vacation, 0.10 acre**
  Runs 132.35 feet west along the petitioners' north property line
- **Includes 1966 County-approved improvements**
  Order No. V7-66, recorded 2008
- **Rest of the street end stays public**
  Traveled roadway and the existing corridor to the lake are not included
- **Survey, September 16, 2026**

BACKGROUND AT A GLANCE

This street end has been before the City

1966	**Pierce County legacy approval (prior to city incorporation)** Board of Adjustment Written Order No. V7-66 approved a 25-foot front yard variance allowing improvements on the front lot line. Recorded on title in 2008.
2007–2009	**PRAB street-end review** Recommended a “Sell” designation. Public meeting notes: no real parking area, grading required, cars would block driveways.
2023	**Street Ends Report (JA Brennan)** Evaluated public-access potential and prepared a concept design for 100th Street SW. No survey or title search; not adopted by Council.
2024	**Prior petition denied** Hearing August 5; Council denied request September 16. That request covered roughly 12,100 SF, essentially the entire street end.
2025	**City survey of the site** The City surveyed the street end and reviewed title in connection with its street-end volunteer program.
2026	**Revised partial petition** Permit No. ENG-2026-103, deemed complete October 1, 2026. Partial request (4,246 SF), retaining the balance of the street end as public right-of-way.

DECISION FRAMEWORK

Two tests apply to this petition

Consider

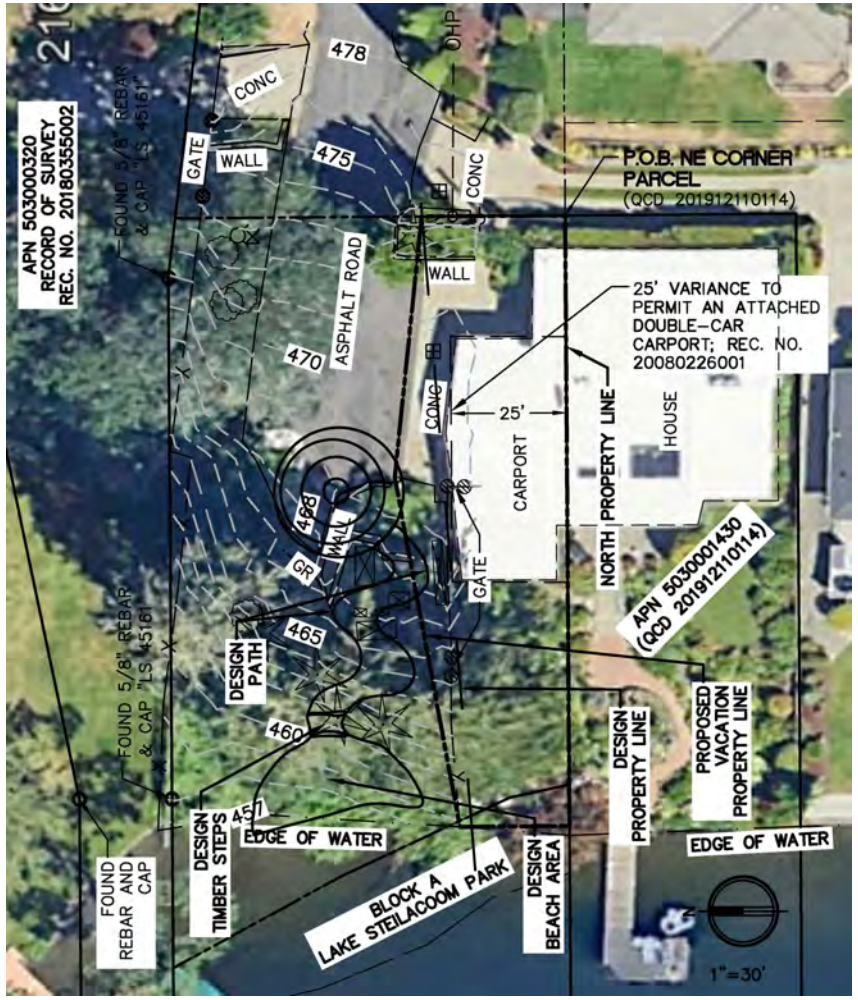
LMC 12.05.230(F)

- Will vacation better serve the public good?
- Is the right-of-way no longer needed for public use or access?
- Would a different public way be more useful?
- Could future conditions create a greater need?
- Objections from neighbors, agencies, and the public

Must find

RCW 35.79.035 | LMC 12.05.240

- Not presently used as a street
- Not suitable for beach or water access, moorage, launching, park, view, recreation, or education
- Vacation is in the public interest
- Full fair market value paid before it takes effect



Petitioners' Tab C, exhibit 1: proposed vacation line over the 2023 concept design

RETAINED RIGHT-OF-WAY

The concept design would sit mostly outside the request

- **Path, steps, and beach fall west of the line**
  Overlay of the 2023 parks concept plan
- **The beach area approaches the line near the shore**
  Final design could need more room than the concept shows
- **Concept is not a designed or engineered plan**
  Prepared without boundary survey, title report, or confirmed through permit entitlements

DEPARTMENT ANALYSIS

How the LMC 12.05.230(F) criteria line up

Public good	Resolves long-standing County-approved private improvements in the right-of-way; and clarifies the public/private boundary; proceeds limited to acquiring more water access, view, or moorage sites
Public use or access	Area largely has been fenced and occupied since about 1966; the roadway and corridor to the lake remain public access and available for future shoreline access improvements
Substitute public way	Not applicable; none proposed
Future need	City concept drawing places path, steps, and beach in the retained area, which suggests but does not establish feasibility. Water access is a “Big Gap + High Demand” need; no funded project for this site has been determined
Comments	Comments received by utility providers, City Park’s Department, the petitioner and public received by November 6 are included in the staff report for consideration. Also consider verbal and written testimony received prior to close of public hearing.

Street-end water access in proposed 2027/2028 budget

No site named

$400,000 in 2029 and $400,000 in 2031 for Street Ends–Water Access (Project 301.0046), with no specific street ends designated. Proposed only; not adopted as of the November 6 staff report drafting.

- **No specific street-end project in the proposed capital list**
  General characterization; Neither 100th Street SW nor any other street end
- **Westlake pilot comes first**
  Construction 2026–2027, then an evaluation and recommendation on future street end development
- **Next sites identified elsewhere**
  2026 Legacy Plan: Lake City Blvd, Wadsworth St, Linwood Ln next. 2027 State Legislative Agenda: $530,000 request for Lake City Blvd
- **Relevant to future need**
  Bears on the LMC 12.05.230(F) future-need criterion; adopted 2026 Legacy Plan update with updated prioritization of street ends

WATERFRONT PREREQUISITES

LMC 12.05.240(B)

Inventory of Lake Steilacoom street ends
7 Lake Steilacoom street ends (13 lakefront citywide)

Suitability study
Updated 2026 Legacy Plan; 2023 Street Ends Report

Hearing with notice posted on the right-of-way
Tonight; notices completed

Findings: Suitable or not suitable and in the public interest
Council decision; must be stated in the ordinance

Full fair market value paid
Before the vacation takes effect and recorded

WEIGHING THE REQUEST

Factors

- **Legacy improvements**
  County-approved in 1966; resolve historical, authorized use in ROW
- **Corridor retained**
  Current roadway and route to the lake stay public; sloped site with limited parking
- **Full market value**
  Proceeds restricted to buying more water access, view, or moorage sites
- **Boundary clarity**
  Resolves the public/private line

Considerations

- **Permanent loss**
  About 4,246 SF of right-of-way, including lake frontage, but leaves remaining in public ownership
- **Shoreline access need**
  2026 Legacy Plan: water access is a “Big Gap + High Demand” need; 100th ranks 2nd on Lake Steilacoom; no site-specific project, funding, or schedule
- **Feasibility unverified**
  Concept not surveyed or engineered; no site-specific design, timeline, or funding has been identified thus far
- **Utility facilities**
  Tacoma Power, Comcast, PSE and Pierce County Sewer requested easements; Lakewood Water requested relocating the 6926 service

IF COUNCIL APPROVES

Conditions to consider

Full market value

Paid before the vacation takes effect; $34,000 per petitioners' appraisal

Utility easements and relocation

Easements for Tacoma Power, Comcast, PSE and Pierce County Sewer; water service relocated at petitioners' cost

Retained right-of-way

Private improvements removed or relocated at petitioners' cost

No further claims

Nothing conveyed beyond the legal description; no new encroachments

Permits still apply

Shoreline Master Program and all other permits

Survey and recording

Record of survey and ordinance recorded at petitioners' cost

Questions?

Permit No. ENG-2026-103 | 100th Street SW at Lake Steilacoom

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:** October 19, 2026 November 2, 2026	**TITLE**: An ORDINANCE of the City Council setting the 2027 Levy for the City of Lakewood's collection of property tax. **ATTACHMENTS:** 1. Ordinance 2. November 2 Public Hearing Memo	**TYPE OF ACTION:** X ORDINANCE NO. 856 __ RESOLUTION NO. __ MOTION NO. __ OTHER

SUBMITTED BY: Tho Kraus, Deputy City Manager

RECOMMENDATION: City Council adopts this ordinance to increase the property tax levy by 1% as allowed by state law, in addition to increases related to new construction, improvements to property, newly constructed wind turbines, any increases in the value of state-assessed property, any annexations that have occurred and administrative refunds.

DISCUSSION: Under state law, the City may increase the regular property tax levy annually by the lesser of the Implicit Price Deflator (IPD) or one percent (1%), subject to applicable statutory requirements. The IPD rate applicable to the 2027 property tax levy is 3.876%. Because the IPD exceeds one percent, the City may take the full one percent statutory increase in its regular property tax levy through adoption of the levy ordinance, without the City Council adopting a declaration of substantial need.

ALTERNATIVE(S): The City Council may choose to set the limit factor at less than 1.0%; however that would negatively impact the City's finances.

FISCAL IMPACT: The 1% increase equates to $81,933 and the cumulative impact of not taking the 1% increase in 2027 over the 6-year period (2027-2032) is approximately $509,000.

Tho Kraus Prepared by	Dan Rusnell City Manager Review
_____ Department Director	

ORDINANCE NO. 856

AN ORDINANCE of the City Council of the City of Lakewood, Washington, relating to ad valorem property taxes; establishing the amount to be raised in 2027 by taxation on the assessed valuation of the property of the City; and setting the property tax levy rate for 2027.

WHEREAS, the City Council of the City of Lakewood has met and considered its budget for the budget years 2027/2028; and

WHEREAS, the City Council conducted the public hearing on the 2027 property tax levy on November 2, 2026; and

WHEREAS, the City Council, after hearing and duly considering all relevant evidence and testimony, determined that it is necessary to meet the expenses and obligations of the City, to increase the regular property tax levy by the 1.0% limit factor as prescribed in RCW 84.55.0101; and

WHEREAS, the district's actual levy amount from the previous year was $8,237,659.85; and

WHEREAS, the population of this district is more than 10,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

SECTION 1. Be it resolved by the Lakewood City Council that an increase in the regular property tax is hereby authorized for the levy to be collected in the 2027 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be $37,531.40 which is a percentage increase of 0.456% from the previous year. The increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

SECTION 2. Effective Date. That this Ordinance shall be in full force and effect five (5) days after publication of the Ordinance as required by law.

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

CITY OF LAKEWOOD

_____

Paul Bocchi, Mayor

Attest:

_____

Briana Schumacher, City Clerk

Approved as to Form:

_____

Heidi Ann Wachter, City Attorney

To: Mayor and City Councilmembers

From: Tho Kraus, Deputy City Manager/Chief Financial Officer

Through: Doug Russell, City Manager

Date: November 2, 2026

Subject: Public Hearing on 2027 Property Tax Levy

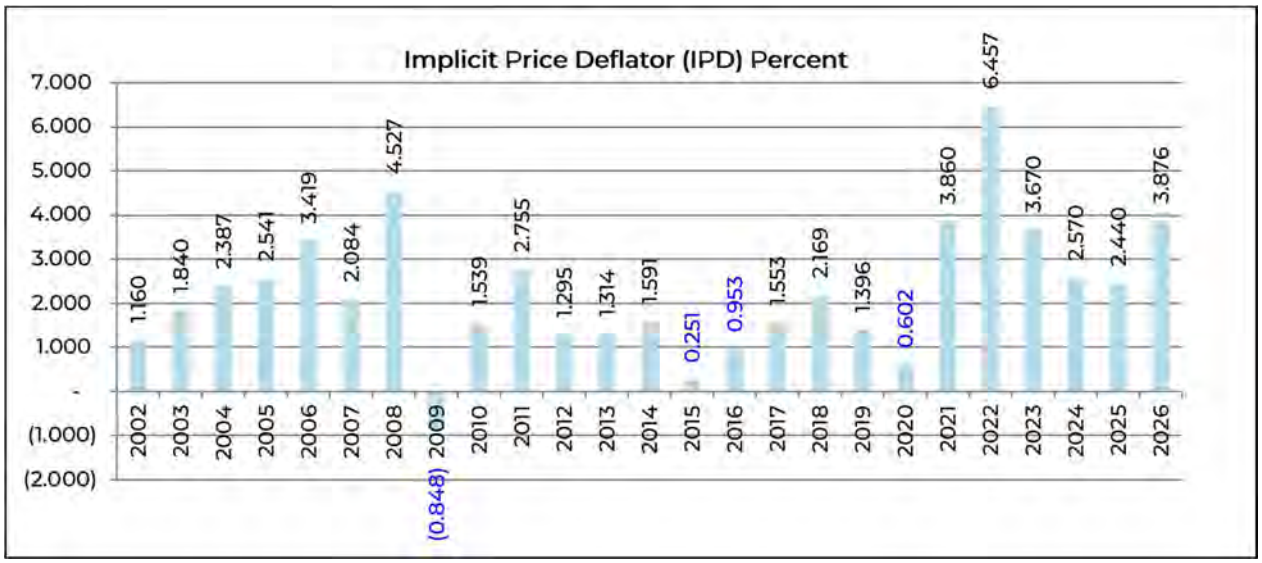
PUBLIC HEARING

Washington State law requires cities to hold a public hearing on proposed increases in property tax revenue before levying property taxes. The hearing must be held in November to allow the City to provide Pierce County with its preliminary levy certification by November 30. The City will have an opportunity to modify its levy certification in December once final information is provided by Pierce County.

A public hearing has been scheduled for November 2, 2026, for this purpose. Adoption of the property tax levy ordinance is scheduled for November 16, 2026.

PROPERTY TAX LEVY LIMIT

Under state law, the City may increase the regular property tax levy annually by the lesser of the Implicit Price Deflator (IPD) or one percent (1%), subject to applicable statutory requirements. The IPD rate applicable to the 2027 property tax levy is 3.876%. Because the IPD exceeds one percent, the City may take the full one percent statutory increase in its regular property tax levy through adoption of the levy ordinance, without the City Council adopting a declaration of substantial need.



The levy calculation below is based on preliminary information provided by Pierce County. Based on that information, the City's regular property tax levy limit is $8,275,191. This amount represents the maximum regular levy under the statutory levy limitation before adding allowable amounts for new construction and improvements, refunds, and other applicable statutory adjustments.

Preliminary Factors	2026 Final Max Per Statute 1%	2027 - Option 1 No Increase 0%	RECOMMENDED 2027 - Option 2 Max Per Statute 1%
Base Levy Amount	$8,044,551	$8,193,259	$8,193,259
Increase	$80,446	$0	$81,933
Highest Lawful Regular Property Tax	$8,124,996		$8,275,191
New Construction & Added Improvements	$69,483	$68,350	$68,350
Administrative Refunds	$22,179	$10,364	$10,364
Additional Revenue from Increase in State-Assessed Property	$0	$0	$0
Tax Increment Financing Area	$21,863	$29,041	$29,041
Total Property Tax Levy	$8,238,522	$8,301,014	$8,382,947
Total Property Tax Levy % Increase from Base Levy Amount	1.86%	0.83%	1.83%
Assessed Value	$12,191,828,790	$12,312,896,460	$12,312,896,460
AV for 2027 Collection Compared to AV for 2026 Collection - $		$121,067,670	$121,067,670
AV for 2027 Collection Compared to AV for 2026 Collection - %		0.99%	0.99%
Levy Rate Per $1,000 AV	$0.6757	$0.6742	$0.6808
Annual City Tax Paid by Average Home Owner	$384.20	$380.83	$384.59
Annual City Tax Paid by Average Home Owner, Change from 2026 - $		-$3.37	$0.39
Annual City Tax Paid by Average Home Owner, Change from 2026 - %		-0.9%	0.1%
Additional City Tax Paid by Average Home Owner Compared to No Increase			$3.76
Prior Year's Average Home AV for Property Tax Tax Collection Year	$568,555	$564,887	$564,887
Change in Average Home AV - $		($3,668)	($3,668)
Change in Average Home AV - %		-0.65%	-0.65%

The average home value is estimated to decrease from $568,555 for 2026 property tax collection to $564,887 for 2027 property tax collection, a decrease of $3,668, or 0.65%.

The estimated impact on the City portion of property taxes for the average homeowner under the two 2027 levy options is as follows:

- Option 1 – No Increase: Annual City property tax is estimated at $380.83, a decrease of $3.37, or 0.9%, compared with 2026.
- **Option 2** – 1% Increase: Annual City property tax is estimated at $384.59, an increase of $0.39, or 0.1%, compared with 2026. - **RECOMMENDED**

The additional annual City property tax paid by the average homeowner under the 1% increase, compared with the no-increase option, is estimated at $3.76.

Assessed Value

The City's estimated total taxable regular assessed value is $12.31 billion, an increase of $121.01 million or approximately 1% from the prior year's assessed value. New construction and improvements generate additional property tax revenue outside the City's regular 1% levy increase. New construction and improvement values is expected to generate $68,350 in additional levy revenue for the City.

The change in the City's overall assessed value does not necessarily result in a corresponding change in an individual property owner's City property tax bill. Individual tax bills are affected by changes in the property's assessed value relative to the assessed value of all property within the City's taxing district.

OPTIONS & CONSIDERATIONS:

The options the City Council may take regarding the 2027 property tax levy are:

Option 1: Levy the property taxes without any increase.
Option 2: Increase the property tax levy by 1%. - **RECOMMENDED**

Since 2006, the City has enacted the 1% increase. The cumulative impact of not taking the 1% increase in 2026 over the 6-year period (2027 – 2032) would be approximately $509,000.

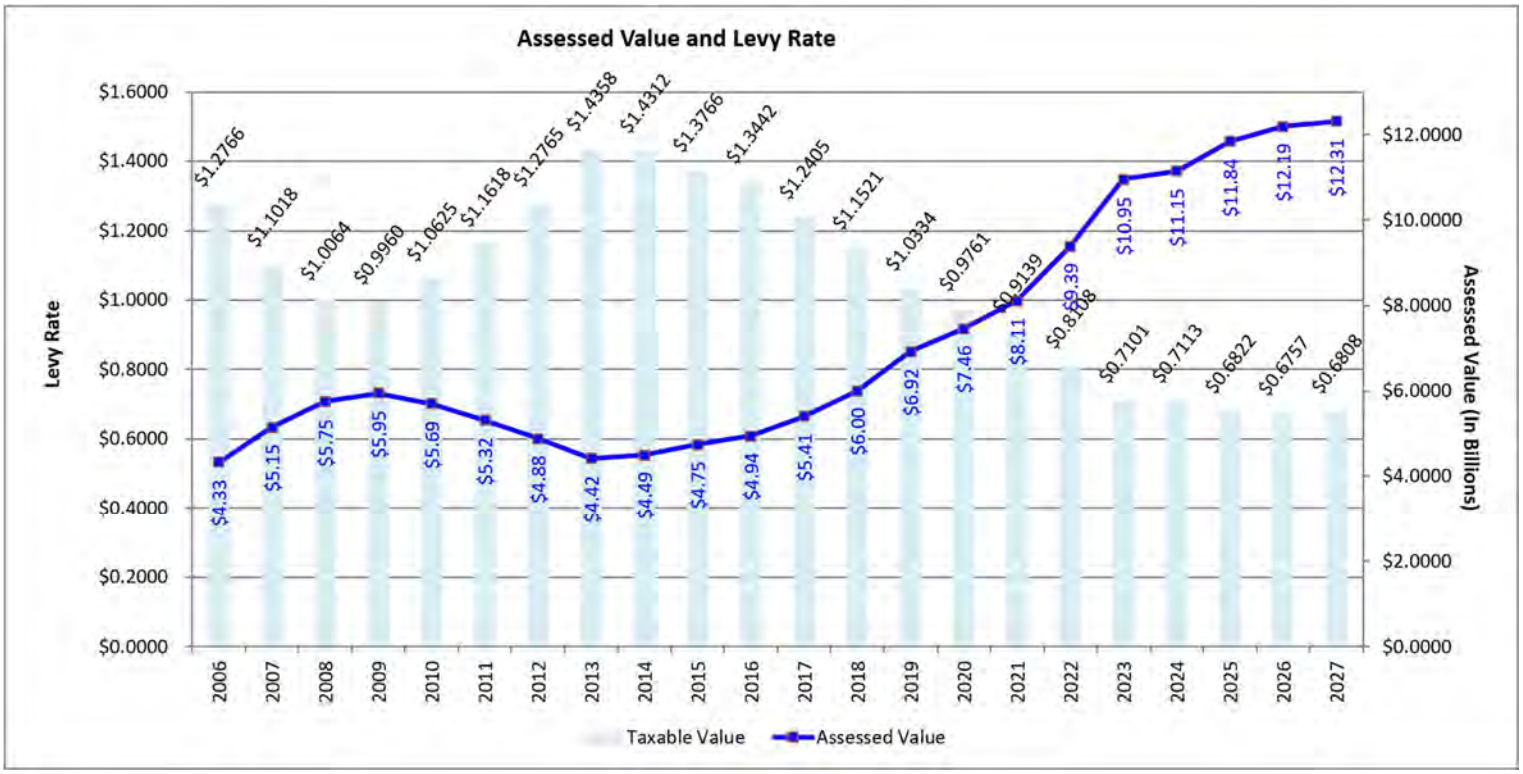
NEXT STEPS

- Adoption on November 16, 2026

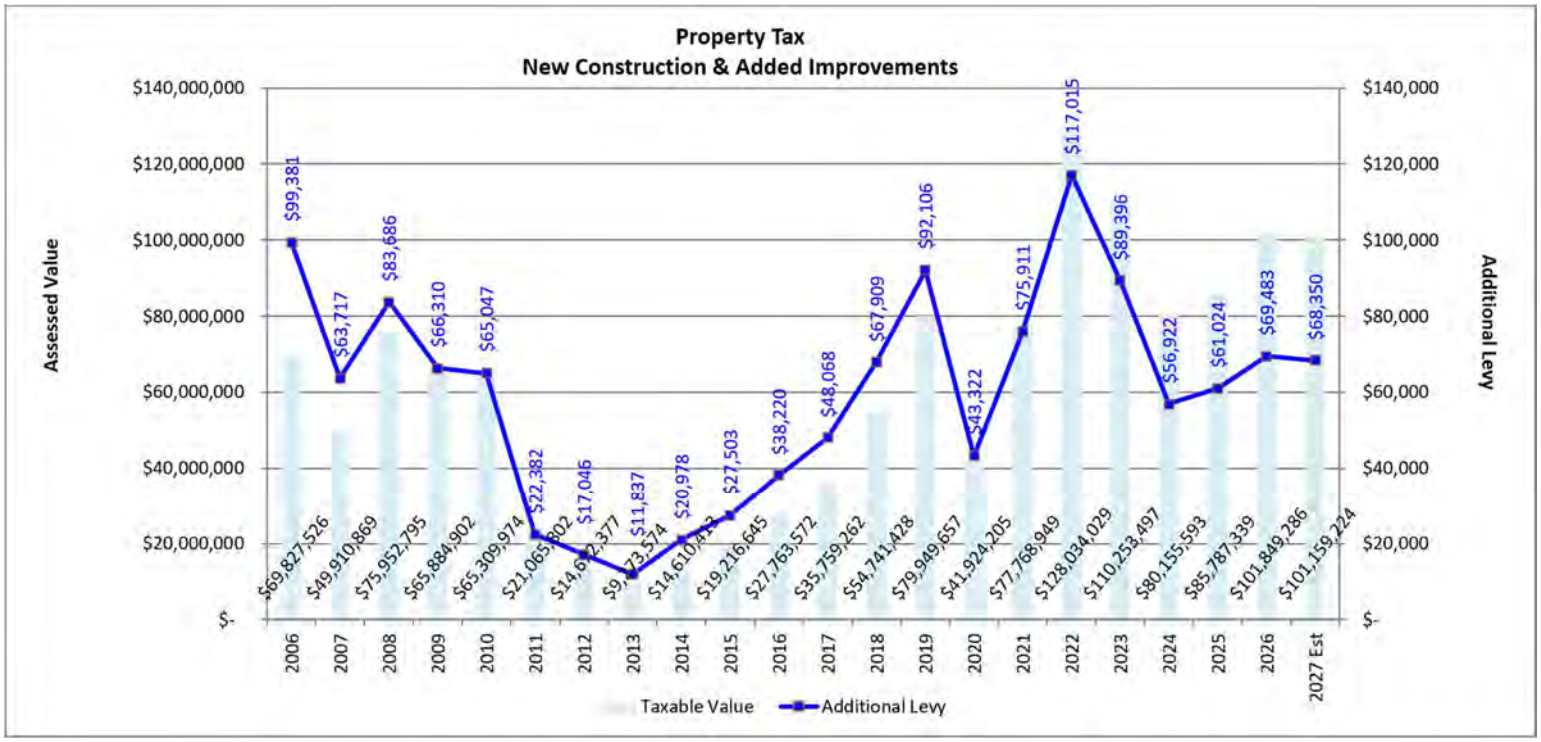
ATTACHMENTS

- Assessed Value and Levy Rates
- New Construction and Added Improvements
- Administrative Refunds and State-assessed Property
- Pierce County 2026 Preliminary Assessed Values
- Pierce County Preliminary Lawful Levy Limit 2026 for 2027
- Draft Property Tax Ordinance

ASSESSED VALUE & LEVY RATES



NEW CONSTRUCTION & ADDED IMPROVEMENTS



ADMINISTRATIVE REFUNDS AND STATE ASSESSED PROPERTY

Administrative Refunds are refunds of property taxes that were previously levied but later determined to have been improperly assessed, overpaid, or otherwise subject to abatement or cancellation. The 16 categories generally cover duplicate payments, clerical or description errors, nonexistent improvements, illegal levies, exemptions, taxpayer or government mistakes, reductions ordered through appeals or statutory processes, unlawful or excessive valuations, tax-lien acquisitions, and specific statutory abatements. For valuation-related refunds, the refund is generally limited to the difference between the tax originally paid and the tax due under the corrected valuation.

State-assessed Property consists primarily of utilities and transportation companies operating across multiple counties or states—such as airlines, railroads, electric and gas companies, telecommunications and cable companies—as well as certain private railcars. The Department of Revenue values these properties at 100% of market value using a unit valuation method, treating the company's operating property as a whole rather than assigning individual values to specific assets. The resulting equalized value is then apportioned among counties and tax code areas using factors such as historical cost, pipeline length, or railroad mileage, with county real/personal property ratios applied as appropriate. Thus, an apportioned value represents a share of the company's overall operating value and does not necessarily correspond directly to the value of individual assets located within a particular tax code area.

Pierce County
Marty Campbell, Assessor-Treasurer
2401 South 35th Street
Tacoma, WA 98409-7498
(253) 798-6111 FAX (253) 798-3142
ATLAS (253) 798-3333
www.piercecountywa.org/atr

September 16, 2026

OFFICIAL NOTIFICATION TO: LAKEWOOD

RE: 2026 PRELIMINARY ASSESSED VALUES

FOR REGULAR LEVY

Total Taxable Regular Value	12,312,896,490
Highest lawful regular levy amount since 1985	8,275,191.25
Additional revenue from current year's NC&I	68,350.31
Additional revenue from annexations (RCW 84.55)	0.00
Additional revenue from administrative refunds (RCW 84.69)	10,364.25
Additional revenue from administrative refunds not allowed if limited by statutory rate limit	
Court Order Refunds	0.00
Additional revenue from increase in state-assessed property	0.00
Total Allowable Levy (as controlled by the limit calculation)	8,382,947.04
This year's certified levy amount (including refunds)	0.00

FOR EXCESS LEVY

Taxable Value	12,173,893,230
Timber Assessed Value	-
Total Taxable Excess Value	12,173,893,230
New Construction and Improvement Value	101,159,224

If you need assistance or have any questions regarding this information, please contact Kim Alflen 253.798.7114 PCATRLEVY@PIERCECOUNTYWA.GOV

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PRELIMINARY LAWFUL LEVY LIMIT 2026 FOR 2027

LAKEWOOD
> 10,000

REGULAR TAX LEVY LIMIT:		**2025**
A.	Highest regular tax which could have been lawfully levied beginning with the 1985 levy (refund levy not included) times limit factor (as defined in RCW 84.55.005).	8,193,258.66 1.01 8,275,191.25
B.	Current year's assessed value of new construction, improvements and wind turbines in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was make in the previous year, use the rate that would have been levied had no error occurred).	101,159,224 0.675670565252 68,350.31
C.	Tax increment finance area increment AV increase (RCW 84.55.010(1)(e)) Current Year's A.V. less base year's A.V., the result to be multiplied by last year's regular levy rate (or the rate that should have been levied)	223,642,886.00 180,661,540.00 42,981,346.00 0.675670565252 29,041.23
D	State assessed property value in original district, if annexed, less last year's state assessed property value. The remainder to be multiplied by last year's regular levy rate (or the rate that should have been levied). **PRIOR YEAR ADDITIONAL REVENUE AS AN ESTIMATE**	71,383,069 71,383,069 0.00 0.675670565252 0.00
E	**REGULAR PROPERTY TAX LIMIT (A + B + C)**	**8,372,582.79** 8,343,541.56
ADDITIONAL LEVY LIMIT DUE TO ANNEXATIONS:		
F	To find rate to be used in G, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area.	8,372,582.79 12,312,896,490 0.679984826788
G	Annexed area's current assessed value including new construction and improvements times rate found in F above.	0.00 0.679984826788 0.00
H	**NEW LEVY LIMIT FOR ANNEXATION (E + G)**	**8,372,582.79**
LEVY FOR REFUNDS:		
I	RCW 84.55.070 provides that the levy limit will not apply to the levy for taxes refunded or to be refunded pursuant to Chapters 84.68 or 84.69 RCW. (E or G + refund if any)	8,372,582.79 10,364.25 8,382,947.04
J	**TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT**	**8,382,947.04**
K	**Amount of levy under statutory rate limitation.**	**12,312,896,490** 1.953998819530 **24,059,385.21**
L	**PRELIMINARY LAWFUL LEVY FOR THIS YEAR** 2027 Preliminary highest lawful	**8,382,947.04**

DRAFT ORDINANCE NO. 856

AN ORDINANCE of the City Council of the City of Lakewood, Washington, relating to ad valorem property taxes; establishing the amount to be raised in 2027 by taxation on the assessed valuation of the property of the City; and setting the property tax levy rate for 2027.

WHEREAS, the City Council of the City of Lakewood has met and considered its budget for the budget years 2027/2028; and

WHEREAS, the City Council conducted the public hearing on the 2027 property tax levy on November 2, 2026; and

WHEREAS, the City Council, after hearing and duly considering all relevant evidence and testimony, determined that it is necessary to meet the expenses and obligations of the City, to increase the regular property tax levy by the 1.0% limit factor as prescribed in RCW 84.55.0101; and

WHEREAS, the district's actual levy amount from the previous year was $8,237,659.85; and

WHEREAS, the population of this district is more than 10,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

SECTION 1. Be it resolved by the Lakewood City Council that an increase in the regular property tax is hereby authorized for the levy to be collected in the 2027 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be $37,531.40 which is a percentage increase of 0.456% from the previous year. The increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

SECTION 2. Effective Date. That this Ordinance shall be in full force and effect five (5) days after publication of the Ordinance as required by law.

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

CITY OF LAKEWOOD

_____
Paul Bocchi, Mayor

Attest:

_____
Briana Schumacher, City Clerk

Approved as to Form:

_____
Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:** October 19, 2026 November 2, 2026	**TITLE:** An Ordinance amending the 2026 Budget **ATTACHMENTS:** • Ordinance & Exhibits • Memo: Public Hearing on the 2026 Year-End Budget Adjustment	**TYPE OF ACTION:** **X** ORDINANCE NO. 857 __ RESOLUTION NO. __ MOTION __ OTHER

SUBMITTED BY: Tho Kraus, Deputy City Manager

RECOMMENDATION: It is recommended that the City Council adopt this Ordinance amending the City's 2026 Budget.

DISCUSSION: The Revised Code of Washington (RCW) Chapter 35A.34 stipulates that a public hearing be held in connection with the modification process. Following the RCW guidelines, the City held a public hearing on the 2026 Year-End Budget Adjustment ordinance on November 2, 2026. The proposed budget adjustment makes the following types of modifications to 2026: revise the estimated beginning balance to reflect the 2025 ending fund balance; incorporate items previously approved by the City Council; appropriate projects funded by grants and contributions; continue capital projects; new allocations as necessary; and housekeeping corrections/adjustments; and

ALTERNATIVE(S): The City Council may approve the budget ordinance with modifications.

FISCAL IMPACT: The proposed budget adjustment for all funds:

Year 2026:

- Increases beginning fund balance by $0.08M, resulting in a revised estimate of $48.64M.
- Increases revenues by $2.36M, resulting in a revised estimate of $134.48M.
- Increases expenditures by $2.21M, resulting in a revised estimate of $150.86M.
- Increases ending fund balance by $0.24M, resulting in a revised estimate of $31.27M.

Tho Kraus Prepared by	Dan Russell City Manager Review
_____ Department Director	

ORDINANCE NO. 857

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending the 2026 Budget.

WHEREAS, the tax estimates and budget for the City of Lakewood, Washington, for the 2025/2026 fiscal biennium have been prepared and filed on October 7, 2024 as provided by Titles 35A.34 and 84.55 of the Revised Code of Washington; and

WHEREAS, the budget was printed for distribution and notice published in the official paper of the City of Lakewood setting the time and place for hearing on the budget and said notice stating copies of the budget can be obtained on-line and at the Office of the City Clerk; and

WHEREAS, the City Council of the City of Lakewood held a public hearing on November 4, 2024, and having considered the public testimony presented; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 819 on November 18, 2024; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 830 on May 19, 2025 implementing the 2025 Carry Forward Budget Adjustment; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 840 on November 17, 2025 implementing the 2025/2026 Mid-Biennium Budget Adjustment; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 851 on May 18, 2026 implementing the 2026 Carry-Forward Budget Adjustment; and

WHEREAS, the City Council of the City of Lakewood finds it necessary to revise the 2026 Budget to: revise the estimated beginning balance to reflect the 2025 ending fund balance; incorporate items previously approved by the City Council; appropriate projects funded by grants and contributions; continue capital projects; new allocations as necessary; and housekeeping corrections/adjustments; and

WHEREAS, the City Council of the City of Lakewood held a public hearing on the 2026 Year-End Budget Adjustment on November 2, 2026.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

Section 1. Budget Amendment. The budget for year 2026 of the biennium as set forth in Ordinance 851, and as shown in Exhibit B (Current Revised Budget by Fund – Year 2026) is amended to adopt the revised budget for year 2026 in the amounts and for the purposes as shown in Exhibit A (Proposed Revised Budget by Fund – Year 2026).

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance or its application to any other person, property or circumstance.

Section 3. Copies of the Budget to Be Filed. A complete copy of the final budget as adopted herein shall be transmitted to the Office of the State Auditor, the Association of Washington Cities and to the Municipal Research and Services Center of Washington. Copies of the final budget as adopted herein shall be filed with the City Clerk and shall be made available for use by the public.

Section 4. Effective Date. This Ordinance shall be in full force and effective five (5) days after publication as required by law.

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

CITY OF LAKEWOOD

_____
Paul Bocchi, Mayor

Attest:

_____
Briana Schumacher, City Clerk

Approved as to Form:

_____
Heidi Ann Wachter, City Attorney

EXHIBIT A

PROPOSED REVISED BUDGET BY FUND - YEAR 2026

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
General Government Funds:	**$ 21,692,818**	**$ -**	**$ 21,692,818**	**$ 73,768,255**	**$ 1,918,852**	**$ 75,687,107**	**$ 82,978,334**	**$ 1,572,423**	**$ 84,550,758**	**$ 12,829,167**
001 General	11,804,451	-	11,804,451	54,952,140	765,638	55,717,778	59,123,015	419,209	59,542,224	7,980,005
101 Street	-	-	-	3,301,018	60,312	3,361,330	3,301,018	60,312	3,361,330	(0)
103 Transportation Benefit District	454,265	-	454,265	805,000	-	805,000	696,188	-	696,188	563,077
104 Hotel/Motel Lodging Tax Fund	4,268,348	-	4,268,348	1,351,250	-	1,351,250	3,205,850	-	3,205,850	2,413,748
105 Property Abatement/RHSP/1406	1,028,326	-	1,028,326	486,625	-	486,625	1,514,952	-	1,514,952	-
106 Public Art	31,251	-	31,251	32,552	-	32,552	63,803	-	63,803	-
180 Narcotics Seizure	29,415	-	29,415	18,385	249,886	268,271	47,800	249,886	297,686	-
181 Felony Seizure	431	-	431	-	4,778	4,778	431	4,778	5,209	-
182 Federal Seizure	1,230	-	1,230	-	32,393	32,393	1,230	32,393	33,623	-
190 CDBG	2,369,333	-	2,369,333	3,480,788	356,719	3,837,507	5,850,121	356,719	6,206,840	-
191 Neighborhood Stabilization Prog	14,148	-	14,148	45,500	-	45,500	59,648	-	59,648	-
192 SSMCP	129,345	-	129,345	1,514,620	246,828	1,761,448	1,643,964	246,828	1,890,792	-
195 Public Safety Grants	-	-	-	508,876	157,298	666,174	508,876	157,298	666,174	-
196 ARPA (American Rescue Plan Act)	118,694	-	118,694	1,079,887	45,000	1,124,887	1,198,581	45,000	1,243,581	0
201 GO Bond Debt Service	-	-	-	5,093,172	-	5,093,172	5,093,172	-	5,093,172	-
202 LID Debt Service	79,965	-	79,965	91,294	-	91,294	171,259	-	171,259	-
204 Sewer Project Debt	1,265,455	-	1,265,455	1,007,148	-	1,007,148	498,427	-	498,427	1,774,176
251 LID Guaranty	98,161	-	98,161	-	-	-	-	-	-	98,161
Capital Project Funds:	**$ 8,666,156**	**$ -**	**$ 8,666,156**	**$ 38,821,006**	**$ 370,936**	**$ 39,191,942**	**$ 46,712,328**	**$ 370,936**	**$ 47,083,264**	**$ 774,834**
301 Parks CIP	1,786,885	-	1,786,885	9,516,253	(10,800)	9,505,453	11,187,950	(10,800)	11,177,150	115,188
302 Transportation CIP	3,859,447	-	3,859,447	24,988,889	381,736	25,370,625	28,722,029	381,736	29,103,765	126,307
303 Real Estate Excise Tax	736	-	736	2,400,000	-	2,400,000	2,100,000	-	2,100,000	300,736
311 Sewer Project CIP	3,019,088	-	3,019,088	1,915,864	-	1,915,864	4,702,349	-	4,702,349	232,603
Enterprise Fund:	**$ 13,299,826**	**$ 79,997**	**$ 13,379,823**	**$ 5,987,258**	**$ -**	**$ 5,987,258**	**$ 7,445,790**	**$ 190,156**	**$ 7,635,946**	**$ 11,731,135**
401 Surface Water Management	13,299,826	79,997	13,379,823	5,987,258	-	5,987,258	7,445,790	190,156	7,635,946	11,731,135
Internal Service Funds:	**$ 4,905,840**	**$ -**	**$ 4,905,840**	**$ 13,542,772**	**$ 75,177**	**$ 13,617,949**	**$ 12,512,384**	**$ 75,177**	**$ 12,587,561**	**$ 5,936,228**
501 Fleet & Equipment	4,805,840	-	4,805,840	2,158,173	-	2,158,173	1,027,785	-	1,027,785	5,936,228
502 Property Management	100,000	-	100,000	1,946,250	75,177	2,021,427	2,046,250	75,177	2,121,427	-
503 Information Technology	-	-	-	5,167,666	-	5,167,666	5,167,666	-	5,167,666	-
504 Risk Management	-	-	-	4,270,683	-	4,270,683	4,270,683	-	4,270,683	-
Total All Funds	**$ 48,564,638**	**$ 79,997**	**$48,644,635**	**$ 132,119,291**	**$ 2,364,965**	**$134,484,256**	**$ 149,648,837**	**$ 2,208,692**	**$151,857,529**	**$ 31,271,362**

EXHIBIT B

CURRENT REVISED BUDGET BY FUND - YEAR 2026

Ordinance 851 Adopted May 18, 2026

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
General Government Funds:	**$ 13,285,429**	**$ 8,407,389**	**$ 21,692,818**	**$ 63,742,221**	**$ 10,026,034**	**$ 73,768,255**	**$ 64,181,033**	**$ 18,797,301**	**$ 82,978,334**	**$ 12,482,739**
001 General	7,699,792	4,104,659	11,804,451	53,323,571	1,628,569	54,952,140	54,346,656	4,776,359	59,123,015	7,633,576
101 Street	-	-	-	3,225,437	75,581	3,301,018	3,225,437	75,581	3,301,018	-
103 Transportation Benefit District	22,529	431,736	454,265	835,000	(30,000)	805,000	835,000	(138,812)	696,188	563,077
104 Hotel/Motel Lodging Tax Fund	4,143,068	125,280	4,268,348	1,351,250	-	1,351,250	1,271,250	1,934,600	3,205,850	2,413,748
105 Property Abatement/RHSP/1406	-	1,028,326	1,028,326	486,625	-	486,625	486,625	1,028,327	1,514,952	-
106 Public Art	4,448	26,803	31,251	32,552	-	32,552	37,000	26,803	63,803	-
180 Narcotics Seizure	-	29,415	29,415	-	18,385	18,385	-	47,800	47,800	-
181 Felony Seizure	-	431	431	-	-	-	-	431	431	-
182 Federal Seizure	-	1,230	1,230	-	-	-	-	1,230	1,230	-
190 CDBG	-	2,369,333	2,369,333	550,000	2,930,788	3,480,788	550,000	5,300,120	5,850,120	-
191 Neighborhood Stabilization Prog	-	14,148	14,148	45,500	-	45,500	45,500	14,148	59,648	-
192 SSMCP	88,285	41,060	129,345	352,550	1,162,070	1,514,620	352,550	1,291,414	1,643,964	-
195 Public Safety Grants	-	-	-	-	508,876	508,876	-	508,876	508,876	-
196 ARPA (American Rescue Plan Act)	-	118,694	118,694	-	1,079,887	1,079,887	-	1,198,581	1,198,581	-
201 GO Bond Debt Service	-	-	-	2,441,294	2,651,878	5,093,172	2,441,294	2,651,878	5,093,172	-
202 LID Debt Service	59,178	20,787	79,965	91,294	-	91,294	91,294	79,965	171,259	-
204 Sewer Project Debt	1,173,557	91,898	1,265,455	1,007,148	-	1,007,148	498,427	-	498,427	1,774,176
251 LID Guaranty	94,572	3,589	98,161	-	-	-	-	-	-	98,161
Capital Project Funds:	**$ 1,164,636**	**$ 7,501,520**	**$ 8,666,156**	**$ 17,811,695**	**$ 21,009,311**	**$ 38,821,006**	**$ 18,848,877**	**$ 27,863,451**	**$ 46,712,328**	**$ 774,834**
301 Parks CIP	-	1,786,885	1,786,885	4,892,277	4,623,976	9,516,253	4,892,277	6,295,673	11,187,950	115,188
302 Transportation CIP	482,939	3,376,508	3,859,447	10,193,718	14,795,171	24,988,889	10,616,000	18,106,029	28,722,029	126,307
303 Real Estate Excise Tax	-	736	736	2,400,000	-	2,400,000	2,400,000	(300,000)	2,100,000	300,736
311 Sewer Project CIP	681,697	2,337,391	3,019,088	325,700	1,590,164	1,915,864	940,600	3,761,749	4,702,349	232,603
Enterprise Fund:	**$ 9,302,701**	**$ 3,997,125**	**$ 13,299,826**	**$ 5,714,735**	**$ 272,523**	**$ 5,987,258**	**$ 5,633,651**	**$ 1,812,139**	**$ 7,445,790**	**$ 11,841,294**
401 Surface Water Management	9,302,701	3,997,125	13,299,826	5,714,735	272,523	5,987,258	5,633,651	1,812,139	7,445,790	11,841,294
Internal Service Funds:	**$ 4,716,691**	**$ 189,149**	**$ 4,905,839**	**$ 11,258,669**	**$ 2,284,103**	**$ 13,542,772**	**$ 10,258,021**	**$ 2,254,363**	**$ 12,512,384**	**$ 5,936,228**
501 Fleet & Equipment	4,716,691	89,149	4,805,840	1,796,368	361,805	2,158,173	795,720	232,065	1,027,785	5,936,228
502 Property Management	-	100,000	100,000	983,210	963,040	1,946,250	983,210	1,063,040	2,046,250	-
503 Information Technology	-	-	-	4,198,528	969,138	5,167,666	4,198,528	969,138	5,167,666	-
504 Risk Management	-	-	-	4,280,563	(9,880)	4,270,683	4,280,563	(9,880)	4,270,683	-
Total All Funds	**28,469,455**	**$ 20,095,183**	**$48,564,638**	**$ 98,527,320**	**$ 33,591,971**	**$132,119,291**	**$ 98,921,582**	**$ 50,727,255**	**$149,648,837**	**$ 31,035,092**

To: Mayor and City Councilmembers

From: Tho Kraus, Deputy City Manager/CFO

Through: Doug Russell, City Manager

Date: November 2, 2026

Subject: Public Hearing on the 2026 Year-End Budget Adjustment

BACKGROUND

The proposed budget adjustment makes the following types of adjustments:

- Revise the estimated beginning balance to reflect the 2025 ending fund balance;
- Incorporate items previously approved by the City Council;
- Appropriate projects funded by grants and contributions;
- Continue capital projects;
- New allocations as appropriate; and
- Housekeeping corrections/adjustments.

NEXT STEPS

- Adoption - November 16, 2026

PROPOSED 2026 BUDGET ADJUSTMENT SUMMARY

- Increases beginning fund balance by $0.08M, resulting in a revised estimate of $48.64M.
- Increases revenues by $2.36M, resulting in a revised estimate of $134.48M.
- Increases expenditures by $2.21M, resulting in a revised estimate of $150.86M.
- Increases ending fund balance by $0.24M, resulting in a revised estimate of $31.27M.

The table below provides a breakdown of the proposed budget adjustment ($ in millions):

	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance		
Fund Group	Current Budget	Prop Adj	Proposed Revised Budget	Current Budget	Prop Adj	Proposed Revised Budget	Current Budget	Prop Adj	Proposed Revised Budget	Current Budget	Prop Adj	Proposed Revised Budget
Total Year 2026	$ 48.56	$ 0.08	$ 48.64	$132.12	$ 2.36	$134.48	$149.65	$ 2.21	$151.86	$ 31.04	$ 0.24	$ 31.27
General	$ 11.80	$ -	$ 11.80	$ 54.95	$ 0.77	$ 55.72	$ 59.12	$ 0.42	$ 59.54	$ 7.63	$ 0.35	$ 7.98
Special Revenue	$ 8.44	$ -	$ 8.44	$ 12.62	$ 1.15	$ 13.78	$ 18.09	$ 1.15	$ 19.25	$ 2.98	$ (0.00)	$ 2.98
Debt Service	$ 1.44	$ -	$ 1.44	$ 6.19	$ -	$ 6.19	$ 5.76	$ -	$ 5.76	$ 1.87	$ -	$ 1.87
Capital Projects	$ 8.67	$ -	$ 8.67	$ 38.82	$ 0.37	$ 39.19	$ 46.71	$ 0.37	$ 47.08	$ 0.77	$ -	$ 0.77
Enterprise	$ 13.30	$ 0.08	$ 13.38	$ 5.99	$ -	$ 5.99	$ 7.45	$ 0.19	$ 7.64	$ 11.84	$ (0.11)	$ 11.73
Internal Service	$ 4.91	$ -	$ 4.91	$ 13.54	$ 0.08	$ 13.62	$ 12.51	$ 0.08	$ 12.59	$ 5.94	$ -	$ 5.94

PROPOSED BUDGET ADJUSTMENT SUMMARY

	Adjustment Type	Ongoing/ 1-Time	Year 2026 Revenue	Year 2026 Expenditure
Grand Total - All Funds			**$ 2,364,965**	**$ 2,208,692**
Total - Fund 001 General			**$ 765,638**	**$ 419,209**
Municipal Court - Office of Public Defense Grant for Attorney Retention	Grant	1-Time	5,000	5,000
Municipal Court - SPAR (Simple Posession Advocacy & Representation Prog)	Grant	1-Time	32,500	32,500
Municipal Court - Therapeutic Court Grant	Grant	1-Time	156,183	156,183
Municipal Court - Foundation for WA State Courts Grant for X-ray Machine	Grant	1-Time	19,370	38,741
PRCS - HCA (Health Care Authority) CHOICE Grant	Grant	1-Time	145,000	145,000
Police - Pierce County Sex Offender for Background Checks	Continuation	1-Time	7,585	-
Internal Service Charges Account Corrections -Allocate to Operating Funds	Housekeeping	1-Time	-	(76,944)
Internal Service Charges Account Corrections - Allocate to Operating Funds	Housekeeping	Ongoing	-	1,212
Internal Service Charge - Phase 2 Clean Building Compliance	New	1-Time	-	57,205
Transfer In from Parks CIP - Return Unspent Downtown Design & Planning	New	1-Time	300,000	-
Transfer In from Parks CIP - Return Unspent Wards Lake	New	1-Time	100,000	-
General/Street Fund Subsidy	Housekeeping	1-Time	-	60,965
General/Street Fund Subsidy	Housekeeping	Ongoing		(653)
Total - Special Revenue Funds			**$ 1,153,214**	**$ 1,153,214**
Total - Fund 101 Street O&M			**60,312**	**60,312**
Internal Service Charges Account Corrections - Share of Charges	Housekeeping	1-Time	49,121	49,121
Internal Service Charges Account Corrections - Share of Charges	Housekeeping	Ongoing	(653)	(653)
Internal Service Charge - Phase 2 Clean Building Compliance	New	1-Time	11,844	11,844
Total - Fund 180 Narcotics Seizure			**$ 249,886**	**$ 249,886**
Narcotics Seizure Fund Program, Funded by Forfeitures & Interest Received through 9/30	Revenue Neutral	1-Time	249,886	249,886
Total - Fund 181 Felony Seizure			**$ 4,778**	**$ 4,778**
Felony Seizure Fund Program, Funded by Forfeitures & Interest Received through 9/30	Revenue Neutral	1-Time	4,778	4,778
Total - Fund 182 Federal Seizure			**$ 32,393**	**$ 32,393**
Federal Seizure Fund Program, Funded by Forfeitures & Interest Received through 9/30	Revenue Neutral	1-Time	32,393	32,393
Total - Fund 190 CDBG			**$ 356,719**	**$ 356,719**
HOME: LASA Gravelly Lake Commons	Grant	1-Time	166,719	166,719
HOME: American Lake Down Payment Assistance	Grant	1-Time	190,000	190,000
Total - Fund 192 South Sound Military Communities Partnership (SSMCP)			**$ 246,828**	**$ 246,828**
Department of Commerce Grant for North Clear Zone	Grant	1-Time	246,828	246,828
Total - Fund 195 Public Safety Grants			**$ 157,298**	**$ 157,298**
Police - Patrick Leavy Bulletproof Vest Partnership	Grant	1-Time	16,993	16,993
Police - WA State Criminal Justice Comm - Wellness Program	Grant	1-Time	18,320	18,320
Police - Wa Traffic Safety Commission - Pierce County Regional Phlebotomy Program	Grant	1-Time	115,485	115,485
Police - Wa State Attorney General's Office - National Sexual Assault Kit Initiative	Grant	1-Time	6,500	6,500
Total - Fund 196 ARPA Grant			**$ 45,000**	**$ 45,000**
Downtown/Edgewater Parks - Funded by ARPA Interest Earnings	Housekeeping	1-Time	45,000	45,000
Total - Capital Improvement Project Funds			**$ 370,936**	**$ 370,936**
Total - Fund 301 Parks CIP			**$ (10,800)**	**$ (10,800)**
301.0063 & 064 Edgewater Park - Reduce Department of Commerce Grant	Grant	1-Time	(10,800)	(10,800)
Total - Fund 302 Transportation CIP			**$ 381,736**	**$ 381,736**
302.0111 Kendrick St SW Improvements Funded by Lakewood Water District	Revenue Neutral	1-Time	250,000	250,000
302.0114 Lakewood Water District - Gravelly Lake	Revenue Neutral	1-Time	7,218	7,218
302.0159 Fee-in-Lieu - Idlewild Rd SW: Idlewild School to 112th SW	Revenue Neutral	1-Time	49,807	49,807
302.0160 Fee-in-Lieu - 112th St SW; Idlewild Rd SW to Interlaaken Dr SW	Revenue Neutral	1-Time	74,711	74,711
Total - Enterprise Funds			**$ -**	**$ 190,156**
Total - Fund 401 Surface Water Management			**$ -**	**$ 190,156**
Transfer to Trans CIP: 302.0121 Streets: 112th - Farwest Dr SW to Butte Dr SW	Housekeeping	1-Time	-	156,230
Internal Service Charges Account Corrections - Share of Charges	Housekeeping	1-Time	-	27,631
Internal Service Charges Account Corrections - Share of Charges	Housekeeping	Ongoing	-	(367)
Internal Service Charge - Phase 2 Clean Building Compliance	New	1-Time	-	6,662
Total - Internal Service Funds			**$ 75,177**	**$ 75,177**
Total - Fund 502 Property Management			**$ 75,177**	**$ 75,177**
City Hall Phase 2 Clean Building Compliance	New	1-Time	75,177	75,177

PROPOSED BUDGET ADJUSTMENT DETAILS

Fund 001 General

MC – Office of Public Defense (OPD), Grant/1-Time

Add $5,000 revenue and expenditures for OPD grant received from Washington State Office of Public Defense. The grant period is 7/12026 - 6/30/2027 and will reimburse the City for costs related to signing/retention bonuses of public defenders.

MC – SPAR (Simple Possession Advocacy & Representation Program), Grant/1-Time

Add $32,500 revenue and expenditures for a total grant award of $32,500 received from Washington State Administrative Office of the Courts to support the Lakewood Municipal Court to provide defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs. The grant period is 7/1/2026 – 6/30/2027.

MC – Therapeutic Court, Grant/1-Time

Add $156,183 in revenues and expenditures for grant received from Washington State Administrative Office of the Courts for Lakewood Municipal Court to continue the Therapeutic Court to serve Lakewood, DuPont and Steilacoom. The grant period is 7/1/2026 – 6/30/2027. Funds will be used for personnel salaries and benefits (coordinator, case manager, peer support, prosecution, defense, judicial), staff equipment, training, recovery support, and treatment services. Funds cannot be used for replacing or supplementing the salary of current employees of the Court.

MC – Foundation for Washington State Courts (FWSC), Grant/1-Time

Add $38,741 in expenditures for the purchase and installation of an X-ray Machine for the Municipal Court. $19,370 revenue from a FWSC grant, paying half the cost.

PRCS – CHOICE Grant, Grant/1-Time

Add $145,000 in revenues and expenditures for the grant period 7/1/2026 - 6/30/2027, funded by Washington State Health Care Authority (HCA) CHOICE. The City has been the fiscal agent for the Lakewood's CHOICE program since July 1, 2019. It is a behavioral health initiative that serves parents and youth directly with various programs and curricula in partnership with the school district and local nonprofit organizations. This initiative does high impact work and is a great partner in Lakewood.

PD – Pierce County Sex Offender Background Check, Continuation/1-Time

Add $7,485 in revenue available for drawdown under the contract for the verification of registered sex offenders' residences in Pierce County (Level I annually, Level II semiannually, and Level III quarterly). The grant period is 07/01/2026 - 06/30/2027, and the revenue will offset existing budgeted personnel costs.

Internal Service Charges Allocation – Housekeeping, 1-Time & Ongoing

Allocate internal service charges to operating departments for programs City Council previously approved in the carry forward budget adjustment. Reduce 1-time allocations by $40,279 and increase ongoing allocations by $1,212.

Internal Service Charges Allocation – City Hall Ph 2 Clean Building Compliance, New/ 1-Time

See Fund 502 Property Management section for details.

Fund 101 Streets O&M

Internal Service Charges Allocation – Housekeeping, 1-Time & Ongoing

Internal service charges allocated to operating departments for programs City Council previously approved in the carry forward budget adjustment. Add share of 1-time allocations of $49,121 and reduce ongoing allocations by $653.

Internal Service Charges Allocation – City Hall Ph 2 Clean Building Compliance, New/ 1-Time

See Fund 502 Property Management section for details.

Fund 180 Narcotics Seizure Fund

Narcotic Seizure, Revenue Neutral/1-Time

The purpose of this fund is to track assets seized as a result of involvement with the illegal sale, possession, or distribution of drugs or controlled substances, and for the purchase of controlled substances or drugs by law enforcement officers or agents, as well as other expenses to enhance and improve law enforcement activities having a close and demonstrable relationship to the enforcement of controlled substances. Funds may not be used to supplant existing funding sources.

Add $249,886 in expenditures funded by forfeiture settlement and interest earnings through 9/30.

Fund 181 Felony Seizure

Felony Seizure, Revenue Neutral/1-Time

The purpose of this fund is for tracking assets seized under RCW 10.105.101 and the related expenditures. The state statute authorizes the seizure of assets that have been or was actually employed as an instrumentality in the commission or in the aiding or abetting in the commission of any felony, or which was furnished or was intended to be furnished by any person in the commission of, as a result of, or as a compensation for the commission of, any felony, or which was acquired in whole or in part with the proceeds traceable to the commission of a felony. Funds shall be used exclusively by the City for the expansion and improvement of law enforcement activity; however, may not be used to supplant existing funding sources.

Add $4,778 in expenditures funded by forfeiture settlement and interest earnings through 9/30.

Fund 182 Federal Seizure

Federal Seizure, Revenue Neutral/1-Time

The Federal Equity Sharing Guidelines lists the following (funds shall be used to increase or supplement and not be used to replace or supplant):

Permissible Uses**:** law enforcement investigations; law enforcement training, law enforcement and detention facilities; law enforcement equipment; law enforcement travel and transportation; law enforcement awards and memorials; drug and gang education awareness programs; matching fund for grants; pro rata funding of the law enforcement agency's percentage of costs associated with supporting multi-agency items or facilities; asset accounting and tracking of expenditures of federally shared funds; language assistance services in connection with law enforcement activity; transfers of cash to other law enforcement agencies; support of community-based programs (cash transfers to community-based programs are not permitted); and windfall situations to provide additional support to community –based programs.

Impermissible Uses: Salaries and benefits of permanent law enforcement personnel, except in limited circumstances (i.e. express statutory authorization, overtime of officers and investigators, new positions and temporary or not-to-exceed one year appointments and salary of an officer hired to replace an officer assigned to a task force, specialized programs that generally to not involve traditional law enforcement functions); use of forfeited property by non-law enforcement personnel; payment of education-related costs; uses contrary to the laws of the state or local jurisdiction; non-official government use of shared assets; purchase of food and beverage (except for conference and meals during local operations); extravagant expenditures extravagant expenditures or wasteful expenditures and entertainment; cash on hand, secondary accounts, and stored value cards (such as prepaid credit cards); transfers to other law enforcement agencies; purchase of items for other law enforcement agencies; costs related to lawsuits; loans; and money laundering operations.

Add $32,393 in expenditures funded by forfeiture settlement and interest earnings through 9/30.

Fund 190 Community Development Block Grant (CDBG) Fund

Fund 190 CDBG is predominantly comprised of U.S. Department of Housing and Urban Development funds for Community Development Block Grant Entitlements (CDBG), HOME program funding through the Lakewood and Tacoma HOME Consortium, and Section 108 Loan Guarantees. There is also a grant from the Nisqually Tribe for minor home repairs and West Pierce Fire & Rescue for emergency assistance for displaced residents.

Through the planning and citizen participation process, CDBG and HOME spending priorities are set on an annual basis, to be broken into funding projects for physical improvements, public service (not to exceed 15%), housing, economic development, and administration (not to exceed 20%).

In addition to annual allocations, CDBG unspent funds may be reprogrammed and used for other areas.

HOME: LASA Gravelly Lake Commons, Grant/1-Time

Add $166,719 in revenues and expenditures to provide development assistance for the purpose of constructing a 26-unit affordable rental housing project that will serve low- and moderate-income households. Funding will be provided to reimburse eligible construction-related expenses for the project located at 5516 Fairlawn Dr. SW (APN# 5130001640) and 5520 Fairlawn Dr. SW (APN# 5130001650), two contiguous parcels owned by LASA. Upon completion, the Developer will ensure that two (2) two-bedroom units and one (1) three-bedroom unit are designated as HOME units. The designated HOME units shall be considered floating units for compliance with HOME programmatic regulations. The current contract runs from 01/01/2025 - 01/01/2027.

HOME: American Lake Down Payment Assistance, Grant/1-Time

Add $190,000 in revenues and expenditures to provide HOME Investment Partnerships Program (HOME) funding to Tacoma/Pierce County Habitat for Humanity to administer down payment assistance for income-qualified homebuyers purchasing three newly constructed homes located at 15206 Portland Ave. SW, 15210 Portland Ave. SW, and 15211 88th Ave. Ct. SW in Lakewood. Funding will be reimbursed based on approved payment requests and supporting documentation during the term of the agreement. The current contract runs from 06/25/2026 - 06/26/2027.

Fund 192 South Sound Military Communities Partnership

Washington State Department of Commerce - North Clear Zone 2916 107th St S, Grant/1-Time

Add $246,828 to the previously appropriated $626,172, for a total grant award of $873,000 from the Washington State Department of Commerce to support the relocation of businesses out of the North Clear Zone. The scope of work includes costs associated with 2916 107th St S, such as utilities, reports, surveys, building demolition, unpaid rent, staff time, and professional services. The grant agreement has been executed, with a period of performance from 7/1/2026 – 6/30/2027.

Fund 195 Public Safety Grants

Patrick Leahy Bulletproof Vest Partnership, Grant/1-Time
Add $16,993 for revenues and expenditures for the grant period through 08/31/2028. This grant was received from the Department of Justice. The Patrick Leahy Bulletproof Vest Partnership (BVP). The program may be used for National Institute of Justice (NIJ) compliant armored vests. The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50%.

WA State Criminal Justice Training Commission - Wellness Program, Grant/1-Time
Add $18,320 in revenues and expenditures for the grant period 07/01/2026 – 06/30/2027. The grant provides funding to establish officer wellness programs, including building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health support/services, & other programs that focus on officer wellbeing.

WA Traffic Safety Commission - Pierce County Regional Phlebotomy Program, Grant/1-Time
Add $115,485 in revenues and expenditures for the grant period 06/01/2026 – 09/30/2026. The purpose of this project is to support and expand the Pierce County Regional Phlebotomy Program by training and certifying officers as Washington State Medical Assistant Phlebotomists, maintaining dedicated draw stations, expanding regional callout capacity, and enhancing public awareness of impaired driving enforcement. The strategy focuses on strengthening law enforcement phlebotomy programs, improving the timeliness of blood evidence collection, and reducing unnecessary time officers spend waiting at hospitals for evidentiary blood draws.

WA State Attorney General's Office - National Sexual Assault Kit Initiative, Grant/1-Time
Add $6,500 in revenues and expenditures for the grant period 07/17/2026 – 09/30/2026. The purpose of this grant is to purchase a refrigeration unit for the City of Lakewood Police Department to support the secure and proper storage of evidence collected during sexual assault investigations. Funded through the National Sexual Assault Kit Initiative (SAKI) and administered by the Washington State Attorney General's Office (WAAGO).

Fund 196 American Rescue Plan Act (ARPA)

196.6022 Edgewater Park Improvements & Downtown, Housekeeping & 1-Time
Increase budgeted revenue and program expenditures by $45,000 to reflect interest earnings already received or anticipated. The additional budget will allow charges to be applied against interest earnings and close out the project at the end of 2026.

Fund 301 Parks Capital

301.0063 Edgewater Park Phase 1 & 301.0064 Phase 2, Housekeeping & New/1-Time
Reduce Dept of Commerce grant (Legislative Ask) by $10,800 due to administrative fee retained by the granting agency. Grant funds are allocated to Phase 1 Park Improvements $178,092 and Phase 2 Boat Launch $171,108.

Fund 302 Transportation Capital

302.0111 Lakewood Water District - Kendrick ST SW Improvements, Revenue Neutral/1-Time
Add $250,000 for design expenditures, funded Lakewood Water District Interlocal Agreement 2026-068 for Kendrick St SW (111th St SW to 108th St SW) water main replacement.

302.0114 Lakewood Water District – 112th Sidewalks – GLD to BPW SW, Revenue Neutral/1-Time
Add $7,218 in expenditures funded by Lakewood Water District Interlocal Agreement 2025-185 for sidewalk repair.

302.0159 Streets: Idlewild Rd SW: Idlewild School to 112th SW, Revenue Neutral/1-Time
Add $49,807 in expenditures funded by for fee-in-lieu revenues from JK Monarch permits.

302.0160 Streets: 112th St SW: Idlewild Rd SW to Interlaaken Dr SW, Revenue Neutral/1-Time
Add $74,711 in expenditures funded by for fee-in-lieu revenues from JK Monarch permits.

Fund 401 Surface Water Management

302.0121: 112th - Farwest Dr SW to Butte Dr SW, Housekeeping
Add budgeted transfers into the project by $156,230 to cover surface water management expenditures omitted from the previous budget adjustment.

Internal Service Charges Allocation – Housekeeping, 1-Time & Ongoing
Internal service charges allocated to operating departments for programs City Council previously approved in the carry forward budget adjustment. Add share of 1-time allocations of $14,432 and reduce ongoing allocations by $367.

Internal Service Charges Allocation – City Hall Ph 2 Clean Building Compliance, New/ 1-Time
See Fund 502 Property Management section for details.

Fund 502 Property Management

City Hall Phase 2 Clean Building Compliance, New/1-Time
Add $75,177 for the early implementation of Phase 2 of the Clean Building Compliance program. Phase 1, which included the Certified Benchmarking for Tier 1 and Tier 2, has been completed. Phase 2 will focus on the Qualified Person Review and Submission, with the goal of securing early adopter incentives from the State to help offset implementation costs. The estimated State incentives are $146,031 for Tier 1 and $13,067 for Tier 2, for a total estimated incentive of $159,098.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:** Various Dates – See Below	**TITLE:** An Ordinance adopting the 2027/2028 Biennial Budget. **ATTACHMENTS:** • Ordinance & Exhibit	**TYPE OF ACTION:** **X** ORDINANCE NO. 858 __ RESOLUTION NO. __ MOTION __ OTHER

SUBMITTED BY: Tho Kraus, Deputy City Manager

RECOMMENDATION: City Council adopts this ordinance providing for the City of Lakewood 2027/2028 Biennial Budget beginning January 1, 2027 and ending December 31, 2028.

DISCUSSION: Per state law, the City Council must adopt the 2027/2028 Biennial Budget no later than December 31, 2026. The City held many open public meetings to review the budget. The meeting dates and the topics discussed are as follows:

October 5, 2026

- City Manager presentation of the Proposed 2027/2028 Biennial Budget

- continued on next page -

ALTERNATIVE(S): The City Council may approve the budget ordinance with modifications.

FISCAL IMPACT: The Proposed 2027/2028 Biennial Budget includes: a balanced operating budget; sound underlying financial assumptions and policies in place; consistent with adopted financial policies; not using one-time funds for ongoing operations; operating expenditures do not exceed operating revenues; reserves requirements are achieved; provides for financial stability; and preserves the City's excellent credit rating.

Tho Kraus Prepared by	Doug Russell City Manager Review
_____ Department Director	

DISCUSSION – continued

October 7, 2026

- Department Budget Presentations:
    - City Council
    - City Manager
    - Parks, Recreation & Community Services
    - Police
    - Legal

October 14, 2026

- Department Budget Presentations:
    - Municipal Court
    - Human Resources
    - Planning & Public Works
    - Administrative Services

October 19, 2026

- Review of 2027 Property Tax Levy
- Review of 2026 Year-End Budget Adjustment

November 2, 2026

- Public Hearing on 2027/2028 Proposed Biennial Budget
- Public Hearing on 2027 Property Tax Levy
- Public Hearing on 2026 Year-End Budget Adjustment

November 9, 2026

- Review 2027/2028 Proposed Biennial Budget
- Review of 2027 Lodging Tax Funding Recommendations
- Review of 2027 Fee Schedule Amendments
- Review of Resolution for Service/Convenience Fee for Credit Card Acceptance

November 16, 2026

- Adoption of 2027/2028 Human Services Funding
- Adoption of 2027/2028 Biennial Budget
- Adoption of 2027 Property Tax Levy Ordinance
- Adoption of 2026 Year-End Budget Adjustment
- Adoption of 2027/2028 Human Services Funding
- Adoption of 2027 Lodging Tax Funding
- Adoption of 2027 Fee Schedule Amendments
- Adoption of Resolution Authorizing Credit and Debit Card Service Fee

The **ORIGINAL** 2027/2028 Proposed Biennial Budget may be viewed at:

https://cityoflakewood.us/finance/biennial-budget/
Biennial Budget - City of Lakewood

Changes to the ORIGINAL 2027/2028 Proposed Biennial Budget:

The following are proposed changes to the City Manager's original proposed budget:

1) Add National League of Cities.
    - Annual membership dues $6,745 per year, ongoing
    - Annual conference for all members of the City Council $22,400 per year, ongoing
    - Annual conference for City Manager $3,200 per year, ongoing

2) Remove Buffalo Soldiers Museum Community Building Event Sponsorship of $1,000 per year, ongoing.

3) Add professional services for Police Chief Recruitment of $40,000 in 2027, 1-time.

4) South Sound 911 one-time Reserves Distribution $240,280 (shown as expenditure reduction in 2027, actual distribution date to be determined, either in 2026 or 2027).

5) Net Police Vacancy Savings of $213,000 ($405,000 for 3.0 FTEs less accrual cash outs for 6 officers at $192,000).

6) Use opioid funds for Greater Lakes Co-responder program. The current balance and annual revenues would fully fund the program through the next two biennial budget periods. After that, general fund is anticipated to fund the difference.

7) Remove financing of 11 police vehicle replacements totaling $1,090,100 in 2028 and purchase outright from expenditure savings (estimated police position vacancy savings, use of opioid funding for Greater Lakes co-responders).

8) Add service or card convenience fee revenue of $50,000 per year, ongoing.

9) Set aside any remaining ending fund balance at the end of 2028 to reduce parks capital projects debt financing. This amounts to $181,763.

ORDINANCE NO. 858

AN ORDINANCE of the City Council of the City of Lakewood, Washington, adopting the 2027/2028 Biennial Budget.

WHEREAS, the tax estimates and budget for the City of Lakewood, Washington, for the 2027/2028 fiscal biennium have been prepared and filed on October 5, 2026 as provided by Titles 35A.34 and 84.55 of the Revised Code of Washington; and

WHEREAS, the budget was printed for distribution and notice published in the official paper of the City of Lakewood setting the time and place for hearing on the budget and said notice stating copies of the budget can be obtained on-line and at the Office of the City Clerk; and

WHEREAS, the City Council of the City of Lakewood having held a public hearing on November 2, 2026, and having considered the public testimony presented.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

Section 1. 2027/2028 Biennial Budget. The budget for the 2027/2028 biennium is hereby adopted in the amounts and for the purposes as shown in Exhibit A ("2027/2028 Proposed Biennial Budget").

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance or its application to any other person, property or circumstance.

Section 3. Copies of the Budget to Be Filed. A complete copy of the final budget as adopted herein shall be transmitted to the Office of the State Auditor, the Association of Washington Cities and to the Municipal Research and Services Center of Washington. Copies of the final budget as adopted herein shall be filed with the City Clerk and shall be made available for use by the public.

Section 4. Effective Date. This Ordinance shall be effective January 1, 2027.

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

CITY OF LAKEWOOD

_____

Paul Bocchi, Mayor

Attest:

_____

Briana Schumacher, City Clerk

Approved as to Form:

_____

Heidi Ann Wachter, City Attorney

Exhibit A

2027/2028 Proposed Biennial Budget

Fund	2027 Proposed Beginning Fund Balance	2027 Proposed Revenue	2027 Proposed Expenditure	2027 Proposed Ending Fund Balance	2028 Proposed Beginning Fund Balance	2028 Proposed Revenue	2028 Proposed Expenditure	2028 Proposed Ending Fund Balance
General Government Funds:	**$ 15,499,040**	**$ 67,607,711**	**$ 69,848,578**	**$ 13,258,173**	**$ 13,258,173**	**$ 69,006,018**	**$ 69,997,636**	**$ 12,266,556**
001 General Fund	10,595,615	57,147,910	57,082,294	10,661,231	10,661,231	58,583,250	59,530,066	9,714,415
101 Street	-	3,550,161	3,550,161	-	-	3,368,948	3,368,948	-
103 Transportation Benefit District	565,600	805,000	1,370,600	-	-	805,000	805,000	-
104 Hotel/Motel Lodging Tax	2,413,748	1,271,250	2,413,743	1,271,255	1,271,255	1,271,250	1,271,250	1,271,255
105 Property Abatement/RHSP	24,941	441,500	449,075	17,366	17,366	448,675	466,042	-
106 Public Art	-	20,000	20,000	-	-	20,600	20,600	-
180 Narcotics Seizure	-	-	-	-	-	-	-	-
181 Felony Seizure	-	-	-	-	-	-	-	-
182 Federal Seizure	-	-	-	-	-	-	-	-
190 CDBG	-	565,000	565,000	-	-	545,000	545,000	-
191 Neighborhood Stabilization Prog	-	-	-	-	-	-	-	-
192 SSMCP	-	344,050	308,391	35,659	35,659	344,050	325,610	54,099
195 Public Safety Grants	-	-	-	-	-	-	-	-
201 GO Bond Debt Service	-	2,304,718	2,304,718	-	-	2,421,594	2,421,594	-
202 LID Debt Service	-	88,922	88,922	-	-	86,551	86,551	-
204 Sewer Project Debt	1,799,175	1,067,400	1,695,674	1,170,901	1,170,901	1,109,300	1,156,975	1,123,226
251 LID Guaranty	99,961	1,800	-	101,761	101,761	1,800	-	103,561
Capital Project Funds:	**$ 694,611**	**$ 20,176,801**	**$ 20,530,400**	**$ 341,012**	**$ 341,012**	**$ 19,683,001**	**$ 19,897,000**	**$ 127,013**
301 Parks	150,000	2,289,385	2,385,000	54,385	54,385	12,231,385	12,277,000	8,770
302 Transportation	-	13,728,000	13,728,000	-	-	3,816,000	3,816,000	-
303 Real Estate Excise Tax	261,368	2,402,516	2,580,400	83,484	83,484	2,402,516	2,486,000	-
311 Sewer Project	283,243	1,756,900	1,837,000	203,143	203,143	1,233,100	1,318,000	118,243
Enterprise Fund:	**$ 11,484,056**	**$ 5,584,723**	**$ 5,586,803**	**$ 11,481,975**	**$ 11,481,975**	**$ 5,995,663**	**$ 6,664,172**	**$ 10,813,466**
401 Surface Water Management	11,484,056	5,584,723	5,586,803	11,481,975	11,481,975	5,995,663	6,664,172	10,813,466
Internal Service Funds:	**$ 5,936,229**	**$ 11,878,795**	**$ 11,810,237**	**$ 6,004,787**	**$ 6,004,787**	**$ 12,732,807**	**$ 11,640,253**	**$ 7,097,341**
501 Fleet & Equipment	5,936,229	2,675,843	2,607,285	6,004,787	6,004,787	3,256,839	2,164,285	7,097,341
502 Property Management	-	1,000,727	1,000,727	-	-	920,690	920,690	-
503 Information Technology	-	3,971,005	3,971,005	-	-	4,327,448	4,327,448	-
504 Risk Management	-	4,231,220	4,231,220	-	-	4,227,830	4,227,830	-
Grand Total - All Funds	**$ 33,613,936**	**$ 105,248,030**	**$ 107,776,019**	**$ 31,085,945**	**$ 31,085,945**	**$ 107,417,489**	**$ 108,199,061**	**$ 30,304,376**
			Total Budget	**$ 138,861,965**			**Total Budget**	**$ 138,503,437**

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:** November 9, 2026	**TITLE:** A Resolution of the City Council setting the 2027 Fee Schedule. **ATTACHMENTS:** • 2027 Proposed Fee Resolution & Fee Schedule • Redlined Version of Changes	**TYPE OF ACTION:** __ORDINANCE NO. **X** RESOLUTION NO. **2026-11** __ MOTION __ OTHER

SUBMITTED BY: Tho Kraus, Deputy City Manager

RECOMMENDATION: It is recommended that the City Council adopt the proposed 2027 Fee Resolution.

DISCUSSION: Each year, the proposed fee schedule for the upcoming fiscal year is presented to the City Council for review and approval. The updated redlined version has been updated to replace the Planning & Public Works hourly rate from $120 to $140 and added 50% discount on fees for youth soccer and youth baseball league fees. These changes are reflected in blue in the redlined version.- continued on following pages

ALTERNATIVE(S): The City Council may approve the proposed fees with modifications.

FISCAL IMPACT: N/A

Tho Kraus Prepared by	Doug Russell City Manager Review
_____ Department Director	

DISCUSSION – continued

The 2027 proposed fee schedule includes the following amendments:

1) **Extra Duty Contracts**
   The proposed change adds $8 per hour to recoup the costs associated with WCIA (Washington Cities Insurance Authority). The City's liability assessment is a function of worker hours and losses. Based on 2025 worker hours used for 2027's liability assessment, the rate is $8 per worker hour. Rates are negotiated between the Lakewood Police Independent Guild and contractor. Officers are paid via the City's payroll and contractors are billed monthly through accounts receivable. Current fees include the officer hourly rate + $2.00 admin fee per hour for sergeant oversight + $10.00 processing fee per invoice.

2) **Credit and Debit Card Service Fee**
   The proposed change implements a 2.9% processing fee on eligible credit and debit card transactions to help offset the costs associated with accepting electronic payments. The proposed fee would recover a portion of the transaction processing expenses currently incurred by the City and reduce the financial burden on the City's operating budget.

   The City accepts credit and debit card payments for a variety of services, including permits, assessments, inspection fees, boat launch fees, recreation programs and other services such as public records requests, and GIS/map requests. Providing these payment options promotes accessibility, efficiency, and convenience for the public; however, it also results in payment processing fees and related transaction costs to the City.

   Implementing a processing fee on eligible transactions would help offset these expenses while allowing the City to continue offering convenient electronic payment options. The fee's applicability, implementation, and communication to customers would be established in accordance with applicable laws, payment processor requirements, and City policies.

3) **Development Fees**
   The proposed changes update the City's fee schedule across business licensing, rental housing, public works, building permits, fire permits, land use, environmental review, and tree removal. The primary objectives are to improve cost recovery, establish fees for services that are currently provided without charge, update outdated hourly rates, clarify existing requirements, and eliminate redundant or outdated fee provisions. This section is not exclusively Planning and Development fees. It also includes business licensing, rental housing, Multi-Family Tax Exemption (MFTE), building, and other regulatory fees. The hourly rate has been updated to $140 compared to the previous version of $120.

4) **Parks Fees**
   The proposed changes generally increase fees for facility rentals, special events, vendor permits, field use, and staffing to reflect rising operational costs, personnel expenses, administrative work, and market rates. Several new fees are also being added, and some existing discounts or fee structures are being eliminated. Added 50% discount for youth soccer and youth baseball league fees.

5) **McGavick Center**
   The proposed change implements the rate City Council established in 2026, from $1,500 to $2,000, to be effective for rentals beginning January 1,2027.

RESOLUTION NO. 2026-11

A RESOLUTION of the City Council of the City of Lakewood, Washington, setting the City of Lakewood 2027 Fee Schedule.

WHEREAS, in connection with the municipal functions and operations of the City of Lakewood, the City requires certain fees; and

WHEREAS, it is appropriate to conduct periodic housekeeping updates to ensure fees are current, consistent, and clearly documented; and

WHEREAS, the City seeks to enhance transparency by providing clear information on the basis and purpose of fees charged for various City services; and

WHEREAS, it is appropriate to review such fees and make adjustments to appropriately address costs; and

WHEREAS, in keeping with the philosophy of setting City fees in amounts reflective of actual costs, it is appropriate at this time to revise certain fees to compensate the City for costs and adopted cost recovery goals associated with various City functions and facilities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON HEREBY RESOLVES as follows:

Section 1. That the Fee Schedule of the City of Lakewood is amended as set forth in Exhibit A.

Section 2. Severability. If any sections, sentence, clause or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution or its application to any other person, property or circumstance.

Section 3. This Resolution shall be in full force and effect January 1, 2027.

PASSED by the City Council this 16th day of November, 2026.

CITY OF LAKEWOOD

_____
Paul Bocchi, Mayor

Attest:

_____
Briana Schumacher, City Clerk

Approved as to Form:

_____
Heidi Ann Wachter City Attorney

2027 FEE SCHEDULE
Resolution 2026-11 Adopted by City Council on November 16, 2026

	Fee Type	Fee Amount
All		
	Taxes and Pass-Through Costs	All appropriate taxes and pass-through costs are added to fees when they are incurred, even if not specified in the fee schedule.
A.	**Copies/Duplication & Other Fees**	
	Legal/City Clerk	
	Certification of documents and Affixing City Seal	$0.15 per page + $3.00
	Preparation of verbatim City Council minutes	$50.00/hour
	Reproduction of City Council audio tapes	$5.00
	CD-ROMs	$1.00
	Various Departments	
	Public Records:	
	Copies of Public Records	$0.15 per page
	Scanned Public Records into Electronic Format	$0.10 per page
	Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery.	$0.05 cents per 4 files or attachments
	Transmission of public records in an electronic format.	$0.10 per gigabyte
	Body Worn Camera Recording* / Video Redaction Fee	$0.77 per minute
	Digital Storage Media or Device; Container or Envelope used to mail copies to requestor and postage/delivery charge.	Actual Cost
	Note: - Charges can be combined if more than one type applies. - Pursuant to RCW 42.56.120(2)(b), the City of Lakewood is not calculating/assessing all actual costs for copying records because to do so would be unduly burdensome for the following reasons: (1) The City does not have the resources to conduct a study to determine all actual copying costs for every actual cost type; and (2) To conduct such a study would interfere with other essential city functions; and (3) even if the City were to conduct such a study, the systems in place facilitate tasks other than public records production.	
	*Pursuant to RCW 42.56.240, the City 1) uses "redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable" pursuant to RCW 42.56.240(14)(f); and 2) will provide relief from the imposition of costs to those who demonstrate that they qualify for such relief pursuant to RCW 42.56.240(14)(e).	
	Non Sufficient Funds (NSF) Fee	$25.00
	Extra Duty Contracts - Administrative Fee	$2.00 per hour
	Extra Duty Contracts - Processing Fee	$10.00 per invoice
	Extra Duty Contracts - Insurance Assessment	$8.00 per hour
	Lien Filing Fee	$50.00 plus all recording fees
	Credit and Debit Card Service Fee	2.90%
B.	**City Hall Rental Fees -** *Two-hour minimum reservation required for facility use*	
	Cleaning Fee (non-refundable)	$50.00 (Saturday & Sunday only)
	City staff attendant	Hourly rate of City staff attendant.
	Up to a 15% Administrative charge may be added to actual expenses. In addition, an hourly rate fee will be charged for repairs or additional cleaning that is required as a result of an event.	

	Fee Type	Fee Amount
C.	**Development Fees**	
	Administrative Fee (applies to all permit application types)	
	Base Fee	$105.00
	Technology Fee	4% of the total permit cost
	Reactivation of Expired Permits/Applications	If application or issued permit is expired: •Expired less than 1 year: $140; •Expired 1-2 years=$280 ; •Expired more than 2 years=New application to ensure current code cycle compliance and current fees applied.
	Revenue & Finance - LMC Title 3 **Multi-Family Tax Exemption (MFTE) Applications (LMC 3.64.030)**	
	Conditional Certificate Application	$1,000.00
	Final Certificate of Application	$625.00
	8-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)	$1,000.00
	12-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)	$1,500.00
	Business License & Regulation - LMC Title 5	
	General Business License (GBL)	**License Fee**
	General Business License (GBL)	$90.00
	Specialty Business License Rates	**License Fee**
	Temporary Business License	$60.00
	Temporary Business License Renewal	$60.00
	Pawnbroker Pawnshops	$1,000.00
	Second-hand and/or salvage dealers	$250.00
	Junk and/or salvage dealers	$250.00
	Transient Trader in second-hand property	$250.00
	Private Sales	No Fee
	Flea Markets	$1,500.00
	Adult Entertainment Establishment	$2,500.00
	Panoram Premises License	$2,500.00
	Panoram Device License	$250.00 per device
	Panoram Owner License	$5,000.00
	Panoram Manager License	$500.00
	Carnivals and Circuses	$250.00 per day
	- Five or less machines or devices	$150.00 per week*
	- Five or more	$25.00 per week per device*
	* Alternative to device fees	$150.00 annual fee
	Wrecker License	$250.00

Fee Type	Fee Amount
C. Development Fees (continued)	
Business License & Regulation - LMC Title 5 (continued)	
Public Dances, Cabarets, Dance Halls and Teenager Dances	**License Fee**
Cabaret	$750.00
Public Dance Hall	$150.00
Public Dances (per night)	$53.00
Public Dances (annually)	$150.00 (maximum of four per year)
Teenager Dances	Same as Public Dances
Bathhouses	**License Fee**
Public Bathhouse	$150.00
Bathhouse Attendant	$500.00
Bathhouse Manager	$500.00
Other	**License Fee**
Outdoor Public Music Festivals	$2,000.00 per day of festival event
Bondsmen	$1,500.00
Theaters	$250.00 per screen per year
Commercial Kennel/Cattery (6-50 dogs/cats)	$300.00
Commercial Kennel/Cattery (over 50 dogs/cats)	$500.00
Solicitors and Peddlers	$150.00 per solicitor or peddler
Rental Housing Safety Program - LMC Title 5	
Rental Housing Safety	**Permit Fee**
Detached Single Family Rental Flat Fee Per Unit	$50.00
Multi-Family Rental Flat Fee Per Unit	$50.00 first unit, $20.00 each additional unit
Late Fee for Rental Housing Registration (up to one month past due): Any applicant or licensee who fails to make application for a Rental Housing license or renewal, within 30 days after expiration of their rental license or of the commencement of business in the case of a new rental business, shall be subject to a late application fee, computed at 100 percent of the cost of the applicable license fee.	
Certificate of Compliance	No Charge
Certificate of Compliance Transfer to New Owner	No Charge
Initial Safety Inspection	No Charge
Reinspection	$125.00
Rental Housing Inspector's Initial Registration	$0.00
Rental Housing Inspector's Annual Renewal	$60.00
Geographical Information Systems (GIS)	
LABOR COSTS: Labor costs for preparation of requested GIS information shall be billed on a quarter of an hour (15-minute) basis.	$140.00 per hour

Fee Type	Fee Amount
C. Development Fees (continued)	
Public Works - LMC Title 12	
Site Development Permit	**Permit Fee**
Land clearing/Grading Only; less than 500 cubic yards	$758.00
Residential	$1,167.00
Commercial	$5,833.00
Revisions to issued Site Development Permits	Residential: $280.00
	Commercial: $840.00
Right-of-Way Development Fees	**Permit Fee**
Right-of-Way Permit *(authorization to use right-of-way for minor construction, parking or other non-intrusive use)*	$280.00 plus any staff time in excess of 2 hours at $140.00 per hour
Right-of-Way Encroachment Permit (temporary, revocable use) Does not include applicant cost of recording Encroachment Agreement and other applicable expenses	Permit Fee: 400 sq ft or less: $793.00; Greater than 400 sq ft: $1,400.00
	Renewal: $280.00
	Annual Occupation Fee Lake-Terminating ROW: 5% of adjacent property assessed land value per sq ft x encroachment area.
	Annual Occupation Fee All Other ROW: 2% of adjacent property assessed land value per sq ft x encroachment area.
Annual Right-of-Way Permit (authorization for utility companies to use right-of-way for non-intrusive maintenance activities)	$793.00
Oversize Load Permit (all vehicles in excess of legal weight or size limitations according to RCW 46.44 shall obtain an oversize load permit prior to operating on Lakewood streets)	$280.00 Additional costs shall apply if police escorts or signal technician work is required.
Reinspection Fee (to cover cost of each reinspection, required in conjunction with a Right-of-Way Permit, necessary to assure compliance with the requirements of the permit)	$793.00
General Inspection Fee (for inspection not otherwise listed)	$793.00
Miscellaneous Permits (any Public Works permit not covered by the fee schedule, if performed by an employee)	$793.00
Professional Services Contracts (any private or public professional service contract needed)	$793.00
Pavement Degradation Fee (PDF): (recovers loss in pavement serviceability due to pavement cuts):	
Moratorium	$111.25 per square yard
PCI 100-85	$55.50 per square yard
PCI 84-70	$ 44.75 per square yard
PCI 69-50	$ 33.25 per square yard
Right-of-Way Vacation Permit ("Sale" or vacation of city right-of-way to abutting property owners)	$2,240.00
Street Opening Permit (Used to install new or repair/upgrade existing private and public facilities located in a street right-of-way; includes pavement cuts, excavation, traffic control, etc.)	$1,400.00 plus any staff time in excess of 10 hours at $140.00 per hour
Revisions to issued ROW Permits	$420.00

Fee Type	Fee Amount
C. Development Fees (continued)	
Environmental - LMC Title 14	
Projects Inside Downtown Subarea Plan Boundaries	**Permit Fee**
SEPA-Notice of Consistency with Planned Action State Environmental Policy Act	$140.00
Downtown Subarea Planned Action Transportation Mitigation Fee (TMF)	$2,174.00 per PM peak hour trip generated by use(s).
All Project Areas	**Permit Fee**
Critical Area Review	$1,826.00
Flood Plain Agreement	$560.00
Written Shoreline Exempt Determination (The fee applies only to requests for a written determination by the Planning & Public Works Department that the project is exempt from the Shoreline Substantial Development Permit Master Program.)	$222.00
Revised SEPA Determination	$840.00
Environmental Impact Statement (EIS)	$4,4667.00 plus preparation at contract rate to be determined
SEPA-State Environmental Policy Act Checklist-Flat Rate (LMC Section)	$1,826.00
SSDP - Shoreline Substantial Development Permit	$3,500.00
SCUP - Shoreline Conditional Use Permit/Shoreline Variance	$3,500.00 plus $2,500.00 hearing examiner deposit plus remaining balance of invoiced hearing cost (1)
Reasonable Use Exception other than residential (RUE)	$3,110.00 plus hearings examiner deposit (1)
(1) Hearing Examiner Fees	
Where Examiner Review is required for any related use permit, appeal, etc., the applicant is responsible for and required to pay actual Hearing Examiner costs, which may be higher or lower than the deposit amount.	

Fee Type		Fee Amount
C. Development Fees (continued)		
Building & Construction Fees - LMC Title 15		
Building Permit Fees		
Building Permit fees shall be based upon valuation. The valuation shall be determined by the Building Official. For most projects the square footage costs in the most current Building Valuation Data Table published by the International Code Council (ICC) may be employed. For projects not covered by the table construction estimation tools such as Construction Cost Data by R.S. Means or the BNI Construction Costbook may be referenced as a guide.		
Permit fees shall be calculated from valuation in the following manner:		
Valuation	**Corresponding Permit Fee**	
$0 - $500	$30.00	
$501 - $2,000	$30.00 for the first $500.00 plus $4.00 for each additional $100 or fraction thereof, to and including $2,000.	
$2,001 - $25,000	$90.00 for the first $2,000.00 plus $17.50 for each additional $1,000 or fraction thereof, to and including $25,000.	
$25,001 - $50,000	$492.50 for the first $25,000.00 plus $12.50 for each additional $1,000 or fraction thereof, to and including $50,000.	
$50,001 - $100,000	$805.00 for the first $50,000.00 plus $9.00 for each additional $1,000 or fraction thereof, to and including $100,000.	
$100,001 - $500,000	$1,255.00 for the first $100,000.00 plus $7.25 for each additional $1,000 or fraction thereof, to and including $500,000.	
$500,001 - $1,000,000	$4,155.00 for the first $500,000.00 plus $6.00 for each additional $1,000 or fraction thereof, to and including $1,000,000.	
$1,000,001 - $5,000,000	$7,155.00 for the first $1,000,000.00 plus $4.00 for each additional $1,000.00 or fraction thereof, to and including $5,000,000.	
$5,000,001 and up	$23,155.00 for the first $5,000,000.00 plus $3.00 for each additional $1,000.00 or fraction thereof.	
Plan Review Fees		
Residential & Commercial	Plan review fees shall be 65 percent (65%) of the Building Permit Fee (Min 1 hour)	
Residential Building Permits Flat Fee		**Permit Fee**
Manufactured Home Setup Permit		$280.00
Manufactured Home installed in a mobile home park		$280.00
Demolition Permit-Single Family (including duplex)		$280.00
Re-Roofing		$280.00
Spa or Hot Tub		$280.00
Pool		$280.00
Commercial Building Flat Fee Permits		**Permit Fee**
Certificate of Occupancy		$280.00
Temporary building installation and removal (i,e, job shack/office)		$280.00
Demolition Permit- Commercial/Multi-Family		$280.00

Fee Type	Fee Amount
C. Development Fees (continued)	
Basic Development/Plan Set Fees Plan sets approved for construction which may be used multiple times on different lots.	**Permit Fee**
Setup Fee for Establishing a Basic Plan Set	$280.00
Establish Basic Plan Set (See Valuation Table for Building Permit fee)	1/2 Residential Permit Fee
Utilization of Basic Plan Set	65% Residential Permit Fee and $268.00
Revisions of Issued Building Permit	**Permit Fee**
Commercial Building Permits	$840.00
Residential Building Permits	$420.00
Miscellaneous Fees	**Permit Fee**
Reinspection Fee-Per occurrence Whenever an Inspection is requested but the project is not yet ready for inspection, if access to the site is prevented, or if temporary silt and erosion control measures are not in place, a fee shall be paid of an hourly rate beginning with the third inspection for the same issue.	$140.00
Investigation Fee Whenever any work for which a permit is required by this code has commenced without first obtaining such permit, an investigation fee shall be paid in an amount equal to the permit fee for such project, in addition to the required plan review and permit fees	$140.00
Expedited Plan Review Building (Title 15, building permits)	City will retain the 65% Plans review Fee.
Expedited Plan Review LMC Title: 12, 14, 16, 17, 18	30% in addition to the application cost.
Washington State Building Code Council - surcharge per building permit. There is imposed a fee of six dollars and fifty cents on each residential building permit and a fee of twenty-five dollars for each commercial building permit issued by a county or a city, plus an additional surcharge of two dollars for each residential unit, but not including the first unit, on each building containing more than one residential unit. (RCW 19.27.085)	Residential: $6.50 for 1st unit plus $2.00 for each additional unit Commercial: $25.00 each

Fee Type	Fee Amount
C. Development Fees (continued)	
General Comments	
1) Any person who commences any work on a building, structure, gas, mechanical, or plumbing system before obtaining the necessary permits may be subject to an investigative fee.	
2) Additional inspection outside of normal business hours or investigative fee rates are calculated at $140.00 per hour (2 hour minimum).	
3) A reinspection fee shall be calculated at $140.00 per occurrence.	
4) Additional plan review shall be calculated at $140.00 per hour of staff time expended.	
5) Additional hourly rates for which no specific fee is identified shall be calculated at $140.00 per hour.	
6) Expedited review by the use of outside consultants for application review and/or inspections will be the actual cost calculated by outside consultant.	
7) The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees as assessed.	
8) Any time the use of a building or tenant space is changed, a change of use permit is required. The fee for a change of use permit is $240.00. If alterations to the space are to be performed, additional permits and fees may be required such as building permit, plumbing permit, mechanical permit, etc. Please note that an electrical permit may be required for changes to the electrical service or wiring.	
9) Foundation only permit for phased commercial and multifamily projects, 10 percent of the ICC Building Valuation.	
10) Shell only permits for phased commercial and multifamily building, 80 percent of the ICC Building Valuation per square foot.	
11) Review of minor additions or revisions to plans before permit issuance, $120.00 per hour, minimum, one hour. Major revisions to plans will require a new plan review fee. Revisions submitted in response to plan review comments do not require additional plan review fee. Shell only permits for phased commercial and multifamily buildings, 80 percent of the ICC Building Valuation per square foot.	
12) Review of minor additions or revisions to plans after permit issuance, $140.00 per hour, minimum, one hour. If expedited, it will be $280.00 per hour, minimum one hour.	
13) Review of deferred submittals, $140.00 per hour, minimum one hour. If expedited, it will be $280.00 per hour, minimum one hour.	
14) Tenant improvements for shell building, 50 percent of the ICC Building valuation per square foot. Said tenant improvement is limited to nonstructural tenant alterations not included in the building permit for the new shell building. This work is limited to improvements of previously unoccupied space.	
15) Work without permits; double fees for building permits and plan review fees.	
16) Reactivation fee applies for extending expired building applications and permits.	
Mechanical Permit Fees	
New Single Family Residences and Duplex (per unit) Flat Fee	$280.00
Residential (Prescriptive Design)	$280.00
Commercial and Non-Prescriptive Residential	Per Valuation w/ Minimum $175.00
New Commercial Building and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.	
Project Valuation	**Permit Fee**
Up to $5,000	$85.00
$5,000 - $100,000	$85.00 for the first $5,000 plus $17.00 for each additional $1,000 or fraction thereof, to and including $100,000.
> $100,000	$1,700.00 for the first $100,000 plus $12.00 for each additional $1,000 or fraction thereof.

Fee Type	Fee Amount
C. Development Fees (continued)	
Mechanical Review Fees	
When plan reviews and/or specifications are required, the plan review fee shall be calculated at 25% of the Permit Fee.	
Small Tenant Improvements (mechanical < $5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below:	
Equipment Unit Schedule Description	**Fee**
Furnaces up to and including 100,000 BTU	$22.00
Furnaces over 100,000 BTU	$29.00
Appliance vents	$12.00
Repair or additions to A/C systems	$22.00
Boilers, compressors and absorption systems up to and including 3 horsepower	$29.00
Boilers, compressors and absorption systems over 3 horsepower and including 15 horsepower	$53.00
Boilers, compressors and absorption systems over 15 horsepower and including 30 horsepower	$76.00
Boilers, compressors and absorption systems over 30 horsepower and including 50 horsepower	$100.00
Boilers, compressors and absorption systems over 50 horsepower	$123.00
Air handlers up to and including 25 tons	$18.00
Air handlers over 25 tons	$29.00
Evaporative coolers	$41.00
Ventilation and exhaust (fans and hoods)	$18.00
Incinerators, domestic type	$29.00
Incinerators, international type	$41.00
Each gas piping from 1 to 5 outlets	$12.00
- Additional outlets per outlet	$3.00
Thermostat	$12.00
Miscellaneous	$18.00
Gas Piping (mechanical)	$16.00
Plumbing Fees	**Permit Fee**
New Single Family Residences and Duplex (per unit) flat fee	$280.00
New Commercial Buildings and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.	
Project Valuation	**Fee**
Up to $5,000	$85.00
$5,000 - $100,000	$85.00 for the first $5,000 plus $17.00 for each additional $1,000 or fraction thereof, to and including $100,000
$100,000 and up	$1,700.00 for the first $100,000 plus $12.00 for each additional $1,000 or fraction thereof.

Fee Type	Fee Amount
C. Development Fees (continued)	
Plumbing Review Fees	**Permit Fee**
When plans and/or inspections are required, the plan review fee shall be calculated at 25% of the Permit Fee.	
Small Tenant Improvements (mechanical < $5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below.	
Equipment Unit Schedule	**Fixture Fee**
Furnaces up to and including 100,000 BTU	$22.00
Each plumbing fixture with one trap	$12.00
Each building sewer	$22.00
Each drain for indoors rainwater system	$12.00
Each cesspool	$35.00
Each private sewage disposal system	$59.00
Each water heater and vent	$12.00
Each gas piping from 1 to 5 outlets	$12.00
General	
1) All fees included plan review and two inspections.	
2) Additional inspections fee will be calculated at the rate of $140.00 per hour.	
3) After hour inspection fees will be calculated at the rate of $210.00 per hour with a minimum of 2 hours.	
4) Work without permit: fees will be doubled for work being conducted without approved permits.	
Fire Permit Fees - LMC Title 15	
Fire Alarm Systems	**Permit Fee**
Tenant Improvements (1st four zones)	$215.00 plus $6.00 (per device)
- Additional zones	$54.00 (each)
Residential (one and two-family dwellings)	$215.00 plus $6.00 (per device)
Commercial and Multi-Family (1st four zones)	$325 plus $6.00 (per device)
- Additional zones	$54.00 (each)
- Sprinkler supervision only	$270.00
Fire Alarm Permit Fee for upgrading of an existing system	50 percent (50%) of the fee for new
Fire Alarm Plan Review Fee	25 percent (25%) of the permit fee, with a minimum of $125.00
Underground Sprinkler Supply	**Permit Fee**
Underground Sprinkler Supply	$280.00
Alternative Suppression Systems	**Permit Fee**
- 1 to 5 nozzles	$280.00
- Over 5 nozzles	$280.00 plus $20.00 per nozzle over 5 nozzles
- Bottle(s)	$30.00 per bottle
Above Ground Fire Sprinkler Systems	**Permit Fee**
The fee for fire sprinkler systems shall be based on the Building Permit Fee Table. The valuation shall be based on the per square foot figure of sprinkler systems as established by policy in accordance with nationally-recognized standards.	
Plan Review Fee (for the fire sprinkler systems are in addition to the permit fee)	25 percent (25%) of the permit fee, with a minimum of $125.00.
Tenant Improvements (relocation and addition to existing system)	valuation 20 percent (20%)
Standpipes (includes review, inspection and testing fees)	**Permit Fee**
Temporary Standpipe	$187.00
Class I	$374.00
Class II	$187.00
Class III	$187.00

Fee Type		Fee Amount
C.	**Development Fees** (continued)	
Other Fire Code Construction permits		**Permit Fee**
Compressed Gases		$280.00
Cryogenic Fluids		$280.00
- Install or Modify		$280.00
Energy Storage Systems		$374.00
Fire Pumps		$280.00
Fuel Cell Power Systems		$280.00
Gas Detection Systems		$280.00
High-Piled Combustible Storage		$280.00
Industrial Ovens		$280.00
LP Gas		$187.00
Motor Vehicle Repair Rooms and Booths		$280.00
Private Fire Hydrants		$187.00
Smoke Control or Smoke Exhaust Systems		$280.00
Special Event Structure		$187.00
Spraying or Dipping		$280.00
Temporary Membrane Structures or Tents		$187.00
Flammable and Combustible Liquids		**Permit Fee**
Commercial Power Generator Installations (includes review, inspection and testing fees)		$350.00
Installation of Modification of Commercial Tank, Piping or Distribution System		$250.00
Installation of Modification to Pipeline System		$125.00
Removal of Abandoned Tank in Place of Residential Tank		No Fee
Removal or Abandoned in Place of Residential Tank		$55.00
Hazardous Materials		**Permit Fee**
New facility plan review – up to 2 hours plan review time and inspection		$374.00
Plan review over 2 hours		$120.00 per hour
System or facility modifications		$280.00
Fireworks Fees		
1)	Fees for a public display permit	$280.00
2)	A liability insurance policy(ies) is/are required in accordance with the Fireworks Ordinance for both fireworks stands and public displays as follows: - $500,000 for injuries to any one person in one accident or occurrence; - $1,000,000 for injuries to two or more persons in any one accident or occurrence; - $500,000 for damage to property in any one accident or occurrence; and/or - $1,000,000 combines single limit for any one accident or occurrence	
3)	A bond for clean-up is required in accordance with the Fireworks Ordinance for all fireworks stands (in a bond or cashiers check).	$500.00

Fee Type	Fee Amount
C. Development Fees (continued)	
False Fire Alarms	
In the event of more than two false alarms in any 12 month period, the Fire chief may charge a fee for fire department response as specified below:	
- First and Second False Alarms	No Fee
- Third False Alarm	$100.00
- Fourth and Additional False Alarms	$250.00
EXCEPTION: False alarms resulting from the failure of a fire alarm service technician notifying the central, proprietary or remote monitoring station shall be billed at the rate of $250.00 for each occurrence.	$270.00 for each occurrence
Fire Code Permit Fees	
All fire code operational permits required by section 105.5 shall be assessed a fee.	$110.00
Permit charges may be waived by the Fire Chief or Fire Marshal for the following: Activities of Washington State non- profit corporations and/or civic or fraternal organizations which possess an IRS tax exempt status. Proof of IRS tax exempt shall be presented at the time of permit application. Non-profit organizations may be charged 1/2 of the listed occupancy permit fees. However, any group shall be assessed a full permit fee if the approved conditions of the permit are modified or not adhered to by the applicant.	
Equipment Unit Schedule	**Permit Fee**
- Additional outlets per outlet	$3.00
Each waste incinerator	$12.00
Water piping or water treating system	$12.00
Repair or alteration of drainage or vent	$12.00
Backflow device for lawn sprinklers	$12.00
Vacuum breakers from 1 to 5	$12.00
- Additional units over 5 per each	$3.00
Backflow device for other systems over 2 inches in diameters	$24.00
Cross connection of reclaimed water system	$47.00
Each graywater system	$59.00
Medical gas system from 1 to 5 outlets	$71.00
- Additional outlets over 5 per each	$12.00

Fee Type		Fee Amount
C. Development Fees (continued)		
LMC Title 2		
Historic Nomination (Type III)		$840.00
Historic Designation (Type V)		$1,120.00
Certificate of Appropriateness Types I & II		$140.00
Certificate of Appropriateness Type III		$233.00
Pre Permit Activity		**Permit Fee**
Staff Consult (cross-functional mix of review team members help identify potential requirement for developing a single residential parcel (30 minute maximum)		$280.00
Pre-Application Conference (detailed analysis, department prepares a meeting summary)		$1,120.00 - Of this amount, $560.00 can be applied to related permits filed within 365 days of the preapplication conference
Hourly Rate Meeting (specific to LMC or project conditions, 1 hour minimum)		$140.00
Administrative Land Subdivision & Land Use Decisions (Type I & II)		**Permit Fee**
Design Review		$560.00
Director's Interpretation		$292.00
Temporary Use		$233.00
Zoning Certification		$140.00
Preliminary Short Plat Subdivision or Unit Lot Subdivision		$4,083.00
Lot Splitting		$700.00
Boundary Line Adjustment (BLA)		$700.00
Preliminary Subdivision		$4,492.00
Final		$3,347.00
Plat Alteration		$1,673.00
Short Term Vacation Rental		$280.00
Home Occupation		$280.00
Limited Home Occupation		$140.00
Preliminary Binding Site Plans (BSP)		$3,347.00
Type I, II& III Minor Modification		50% of current permit fee
Type I, II, III Major Modification		100% of current permit fee
Hearing Examiner and City Council Decisions (Type III & IV) If an application requires a Hearing Examiner decision, a deposit of $2,500.00 will be required plus remaining balance of invoiced hearing cost.		
Permit Type		**Permit Fee**
Cottage Development		$1,167.00
Development Agreement		$2,917.00
Conditional Use Permits (CUP)[1]		$3,347.00
	Conditional Use Permit-Minor Modification	$836.00
	Conditional Use Permit-Major Modification [1]	$1,673.00
	Conditional Use Permit-Shoreline [1]	$3,347.00
Plats Preliminary (PPLAT)[1]		$5,326.00 + $100.00 per lot
	Preliminary Amendment - Minor Type II	$1,826.00
	Preliminary Amendment - Major Type III[1]	$3,127.00
	Final	$3,347.00
	Final Alteration[1]	$1,826.00
Public Facilities Master Plan		$3,347.00
Legal Lot Determination		$840.00

Fee Type		Fee Amount
C. Development Fees (continued)		
Variances If an application requires a Hearing Examiner decision, fees will be assessed [1]		**Permit Fee**
Critical Area/Engineering/Shoreline/Zoning		
	Variance Type I	$607.00
	Variance Type II	$910.00
	Variance Type III [1]	$1,826.00
	Engineering Variance Type IV	$1,120.00
Appeals & Reconsiderations If an application requires a Hearing Examiner decision, Fees will be assessed [1]		**Permit Fee**
Reconsideration of a Decision of the Hearing Examiner[1]		$456.00 plus hearings examiner deposit
Appeal of the Administrative Officer's Decision[1]		$685.00 plus hearings examiner deposit
Appeal of SEPA Determination[1]		$685.00 plus hearings examiner deposit
Requests for Amendments to Regulations If an application requires a Hearing Examiner decision, Fees will be assessed (1)		**Permit Fee**
Amendments to the Comprehensive Plan & other related policy documents		3197
Amendments to Development Regulations		$3,956.00
Amendments to the Shoreline Master Program		4868
Site-Specific Rezone		4717
Small Wireless Facilities Fees		**Permit Fee**
Small Wireless Franchise Fee Deposit. Requires a deposit with Small Wireless franchise application. The deposit is intended to cover all administrative expenses incurred by the City (including staff/consultant related time) associated with the review of each franchise application and associated franchise negotiations. Additional fees may apply if additional staff/consultant related time is necessary. Any application fee deposit monies not used for administrative expenses associated with the review of each franchise application and franchise negotiation will be returned to the applicant following the approval or denial of the franchise by the City Council. This administrative fee excludes normal permit fees required for work within the City Rights-of-way. City personnel will be tracking all hours expended for each Small Wireless application review and franchise negotiation. This deposit may also be applied to administrative costs associated with negotiate a Master License Agreement for Small Wireless Facilities on City Facilities.		$5,200.00 Deposit
Small Wireless Facilities Fees (per facility)		**Permit Fee**
Small Wireless Facility Annual ROW Access Fee (in lieu of ROW permits)		$280.00
Small Wireless Facility Pole Attachment Fee ("Rent" per facility on City facilities) - This fee is prorated based on the number of days covered from Rent Commencement Date to December 31.		$280.00
Small Wireless Facility Pole Replacement Fee (per replaced pole)		$280.00

Fee Type	Fee Amount
C. Development Fees (continued)	
Significant Tree Removal Permit	**Permit Fee**
Note: 1. All fees subject to technology fee surcharge, rounded to the nearest whole number. 2. Tree removal permit is separate from any SEPA application fee and related mitigation. 3. For subarea plans, the tree removal fee is charged based on the underlying zoning.	
Off-Site Tree Replacement Permit, three (3)-inch (when trees are not being replaced onsite)	$588.00 for each replacement tree.
Removal of trees, all types and species, in association with rights of-way and/or utility easements	No permit required; public agency, and/or utility is required to provide notification to the City.
Permit to Establish a Heritage Tree Designation	Permit required, $292.00
Permit to Remove Heritage Tree Designation	Permit required, $292.00
Revisions to Issued Tree Permits	$140.00
Tree Removal Permit - Single Family & Mixed Residential Zoned Lots	**Permit Fee**
Zoned lots less than 10,000 square feet in size and: - No Garry oaks located thereon; - Lot not a part of a shoreline setback; and - Lot not located in a critical area.	No permit required.
Zoned lots less than 10,000 square feet in size and: - With one (1) or more Garry oaks located thereon; and/or - Lot within a shoreline setback; and/or - Lot located within a critical area.	Permit required, $175.00
Zoned lots greater than 10,000 square feet in size.	Permit required, $175.00
Zoned lots greater than 10,000 square feet in size and: - One (1) or more Garry oaks is located thereon; and/or - Lot is located in a shoreline setback; and/or - Lot is located in a critical area.	Permit required, $175.00
Tree Removal Permit - Other Zones	**Permit Fee**
● Lots not within critical areas and/or shoreline setback, and/or with no Garry oak trees.	Permit required, $175.00
● Lots within critical areas, shoreline setback, and/or with Garry oak tree(s).	Permit required, $292.00
OSR1 zoning district	Permit required, but no fee.
OSR2 zoning district.	Permit required, $438.00
P/1 zoning district.	Permit required, $175.00
Permit is required because the proposed code may require replacement trees.	Permit required, $175.00
Tree Emergency Removal Permit	**Permit Fee**
● Single family zoned lots	Permit required, $175.00
● All other zoned properties located in the City of Lakewood.	Permit required, $175.00
Annexation Petitions	**Permit Fee**
Notice of Intent to Commence Annexation	$467.00
Petition to Annex	$3,803.00

	Fee Type	Fee Amount
D.	**PARKS AND RECREATION PROGRAMS (Facility/Use)**	
	Parks, Recreation & Community Services	
	Special Use Permit*	
	Events	$250.00 - $500.00
	Events 501-1,000 attendees (varies based on revenue/nonprofit status	$1,000.00 - $1,400.00
	Street Festivals and Major events (1,001+ based on size and special conditions)	$2,000.00 - $5,000.00
	Event Deposit	50% of event permit fee
	Event and Facility Staff	$50.00/hour
	Additional event fees and services may include permit fee + extra costs associated with event (garbage, staff support, notification, sanitation, security, camping, etc.)	Market rate + 15%
	Alcohol Permit Fee ** (must be purchased in addition to a special use permit)	
	Small events	$200.00
	Large events	$500.00
	Major events	$1,000.00
	** Special conditions apply	
	Facility Use Cancellation/Reschedule/Refund	
	Administrative Fee	$25.00 (non-refundable)
	Less than 30 days prior to use	(0%) 100% retained by City
	31-60 days prior to use	(50% refunded) 50% retained by City
	More than 61 days prior to use	(75% refunded) 25% retained by City
	Boat Launch	
	Per launch (Credit/Debit Cards Only)	$15.00
	Resident Season Pass	$150.00 plus tax
	Overnight Pass	$50.00/night
	Commercial Pass	$500.00
	Outdoor Market Vendors	**Daily Rate**
	Regular Stall 10x10	$50.00
	Regular Stall 10x 20 or Food Trucks	$100.00
	Regular Stall 10x30	$125.00
	Vendor Application Fee	$30.00 - $40.00

Fee Type	Fee Amount
D. PARKS AND RECREATION PROGRAMS (Facility/Use) - continued	
Special Events	**Daily Rate**
Special Event Vendors – 5,000 – 7,000 attendees	
Regular Stall 10x10	$50.00
Regular Stall 10x 20 or Food Trucks	$75.00
Regular Stall 10x30	$100.00
Food Vendor up to '15	$75.00
Food Truck 16 - 30"	$100.00
Non - Profit 10 x 10	$30.00
Non - Profit 10 x 20	$60.00
Non - Profit 10 x 30	$90.00
Special Event Vendors – 7,000 – 12,000 attendees	
Regular Stall 10x10	$75.00
Regular Stall 10x 20 or Food Trucks	$125.00
Regular Stall 10x30	$175.00
Food Vendor up to '15	$125.00
Food Truck 16 - 30"	$175.00
Non - Profit 10 x 10	$50.00
Non - Profit 10 x 20	$100.00
Non - Profit 10 x 30	$150.00
Special Event Vendors - SummerFEST	
Regular Stall 10x10	$150.00
Regular Stall 10x 20 or Food Trucks	$225.00
Regular Stall 10x30	$350.00
Food Vendor up to '15	$225.00
Food Truck 16 - 30"	$350.00
Non - Profit 10 x 10	$75.00
Non - Profit 10 x 20	$150.00
Non - Profit 10 x 30	$225.00
Special Event Vendors	
Application Fee	$30.00 - $40.00
Application Fee - Vendors	$30.00
Application FEE - Food	$40.00
Neighborhood Parks	
Neighborhood Field use	$20.00 per hr (no prep); $50.00 per game fee (2.5 hrs. and one prep per day)

Fee Type	Fee Amount
D. PARKS AND RECREATION PROGRAMS (Facility/Use) - continued	
Picnic Shelters	
Premium Picnic Shelters-per day, year round (Fort Steilacoom Park/American Lake)	
May require a special use permit.	$250.00
Community Picnic Shelters - per day, year round (Wards Lake, Harry Todd, Springbrook)	
May require a special use permit.	$125.00
Pavilion	
Hourly Rate (4 hour minimum)	$150.00 per hour
Additional Hourly fee if over 8 hours, before/after operational hours or contracted hours.	$200.00 per hour
Deposit (*refundable)	50% of rental cost
Custodial Charge	$200.00
*Additional rates may be charged for repairs or additional cleaning based on use of the facility.	
Fort Steilacoom Fields (Adult and Competitive/Elite League and Tournaments)	
Soccer Field Use Fees	
- 1 Field	$150.00
- 2 Fields	$200.00
- 3 Fields	$250.00
Field preparation (Soccer)	$50.00 per prep per field
Single Soccer Field (no preparation)	$50.00 per 60 minutes
Youth Soccer League Fees	
Youth soccer teams with agreements to utilize city fields for league (not tournament, or elite/select) for Lakewood youth will receive a 50% discount on fees; Organizer pays a seasonal fee for practice field reservation and season/game day field prep. Saturday game and mid-week practice space allocation.	
Twelve (12) week game session - all fields.	$225.00/day; $2,700 per season
Baseball Field (Fields 2-4) with turf Infields per field, per day	
- 1 Field	$325.00
- 2 Fields	$600.00
- 3 Fields	$900.00
Turf Field Hourly rate (Monday- Friday) 2 hour minimum	$50.00 per hour
Mound Change	$50.00
Home Baseball Field Complex (Field 1)	
Home Field -per day	$600.00
Home Field - hourly rate (Monday- Friday) (2 hour minimum)	$70.00
Lights	$25.00 per hour
Scoreboard	$25.00 per hour
Facility Staff	$50.00 per hour
Batting Cage	$50.00 per hour
Tournament Deposit and Cancellation Fees	
- Nonrefundable tournament reservation fee	$100.00 per tournament
- Tournament Deposit *(will go towards tournament fees)*	$100.00 per field
- Tournament cancelled less than 30 days prior	50% of deposit refunded
- Tournament cancelled 31-60 days prior	75% of deposit refunded
Youth Baseball League Fees	
Youth baseball teams with agreements to utilize city fields for league (not tournament, or elite/select) for Lakewood youth, pay a per practice/game field reservation fee and recieve a 50% discount on fees. Field availability may vary and field prep fees apply.	$50.00 per game fee (2.5 hours) Fields 2-4 only (Mon-Fri)

	Fee Type	Fee Amount
D.	**PARKS AND RECREATION PROGRAMS (Facility/Use) - continued**	
	Other Fees	
	Open Space: Requires a special use permit.	$100.00 - $200.00
	Garden Plot Site	$20.00 - $25.00
	Non-Refundable Vendor Application Fee	$30.00 - $40.00
	Advertising Banner	Subject to sponsorship agreement.
	Concessions Rights	$25.00 - $50.00 per day
	Additional Staff Fee	$50.00 per hour
	Parking, camping and other revenue collected by renter for event	15% of gross revenue
	Hourly rate charged for repairs or additional cleaning after events/permitted uses.	$100.00 per hour
	Neighborhood Shelters (Active, Wards, Springbrook Parks)	
	May require a special use permit.	$80.00 per day
	McGavick Center Facility Use/Rental	
	Non-profit organizations may rent the entire facility for a flat fee of $2,000.00. The City's available days for rental/use are limited in number each year.	
E.	**ANIMAL CONTROL LICENSING FEES**	
	Police	
	The annual license fees for the ownership, keeping, or having control of dogs and/or cats in the City shall be as follows:	
	- Dogs (altered)	$20.00
	- Dogs (unaltered)	$55.00
	- Cats (altered)	$12.00
	- Cats (unaltered)	$55.00
	Reduced rates for physically disabled and senior citizens, 65 years of age or older:	
	- Dogs (altered)	$10.00
	- Dogs (unaltered)	$30.00
	- Cats (altered)	$4.00
	- Cats (unaltered)	$30.00
	Animals exempted from payment of fee - Guide Dog or Service Animal (with proof)	No Fee
	In order to receive the fee advantage for altered dogs and cats, an individual must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.	
F.	**BURGLAR/SECURITY ALARM PERMIT FEES**	
	Police	
	The fee for burglar/security alarm systems operating within the City of Lakewood as defined in Chapter 9A.13 of the Lakewood Municipal Code are as follows:	
	Annual Permit Fee	$24.00
	- for Senior Citizens or Physically Disabled	$12.00
	General False Alarm Fee	$100.00 each incident
	Robbery False Alarm Fee	$200.00 each incident
	Supplemental False Alarm Fee for Unregistered Alarm	$100.00 each incident
	Late Fee if False Alarm Fee is not paid in 30 days of invoice	$25.00
	Appeal Fee (refundable if fee is overturned)	$50.00
	Alarm Company Fee for Failure to Verify Alarm Signal	$100.00
	Alarm Company Fee for false statements concerning the inspection of an alarm site or alarm performance	$200.00
	Failure to comply and provide customer lists to Alarm Administrator	$25.00 per working day (after the initial 30-day notice expires, i.e. day 31)
	Failure to renew (assessed the Alarm Agreement Holding Company)	$100.00
	Failure to obtain an alarm permit from the Police alarm Administrator	$10.00 per each registered alarm user in City, with maximum of $100.00
	Reinstatement fee for unregistered alarm installation company or unregistered company	Greater of 100.00 or $10.00 per alarm user of letters that have been sent.

2027 PROPOSED FEE SCHEDULE

Resolution 2026-11 Adopted by City Council on November 16, 2026

	Fee Type	Fee Amount	Basis for Proposed Change
All			
	Taxes and Pass-Through Costs	All appropriate taxes and pass-through costs are added to fees when they are incurred, even if not specified in the fee schedule.	
A.	**Copies/Duplication & Other Fees**		
	Legal/City Clerk		
	Certification of documents and Affixing City Seal	$0.15 per page + $3.00	
	Preparation of verbatim City Council minutes	$50.00/hour	
	Reproduction of City Council audio tapes	$5.00	
	CD-ROMs	$1.00	
	Various Departments		
	Public Records:		
	Copies of Public Records	$0.15 per page	
	Scanned Public Records into Electronic Format	$0.10 per page	
	Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery.	$0.05 cents per 4 files or attachments	
	Transmission of public records in an electronic format.	$0.10 per gigabyte	
	Body Worn Camera Recording* / Video Redaction Fee	$0.77 per minute	
	Digital Storage Media or Device; Container or Envelope used to mail copies to requestor and postage/delivery charge.	Actual Cost	
	Note: - Charges can be combined if more than one type applies. - Pursuant to RCW 42.56.120(2)(b), the City of Lakewood is not calculating/assessing all actual costs for copying records because to do so would be unduly burdensome for the following reasons: (1) The City does not have the resources to conduct a study to determine all actual copying costs for every actual cost type; and (2) To conduct such a study would interfere with other essential city functions; and (3) even if the City were to conduct such a study, the systems in place facilitate tasks other than public records production.		
	*Pursuant to RCW 42.56.240, the City 1) uses "redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable" pursuant to RCW 42.56.240(14)(f); and 2) will provide relief from the imposition of costs to those who demonstrate that they qualify for such relief pursuant to RCW 42.56.240(14)(e).		
	Non Sufficient Funds (NSF) Fee	$25.00	
	Extra Duty Contracts - Administrative Fee	$2.00 per hour	
	Extra Duty Contracts - Processing Fee	$10.00 per invoice	
	Extra Duty Contracts - Insurance Assessment	$8.00 per hour	WCIA liability assessment based on losses and worker hours.
	Lien Filing Fee	$50.00 plus all recording fees	
	Credit and Debit Card Service Fee	2.90%	Payment processing fee.
B.	**City Hall Rental Fees** - *Two-hour minimum reservation required for facility use*		
	Cleaning Fee (non-refundable)	$50.00 (Saturday & Sunday only)	
	City staff attendant	Hourly rate of City staff attendant.	
	Up to a 15% Administrative charge may be added to actual expenses. In addition, an hourly rate fee will be charged for repairs or additional cleaning that is required as a result of an event.		

Fee Type	Fee Amount	
C. ~~Planning and~~ Development Fees		Clarification-These are not planning fees but licensing and MFTE fees.
Administrative Fee (applies to all permit application types)		
Base Fee	$105.00	Blue Equals update based on $140 hr
Technology Fee	4% of the totalpermit cost	
Reactivation of Expired Permits/Applications	If application or issued permit is expired: •Expired less than 1 year: $140; •Expired 1-2 years= $280 ; •Expired more than 2 years = New application to ensure current code cycle compliance and current fees applied.	Lakewood's current fee schedule does not include a fee or process for reactivating an expired permit. The only related fee applies to permit extensions approved before expiration. Staff reviewed the practices of nine peer jurisdictions in the region: Pierce, King, Thurston, and Kitsap counties, and the cities of Tacoma, Federal Way, Puyallup, Lacey, and Gig Harbor. Approaches vary considerably, ranging from modest flat fees to requiring a new permit application. The fee is calculated using Lakewood's adopted $120 hourly rate, maintaining consistency with the existing fee schedule while remaining generally comparable to neighboring jurisdictions.
Revenue & Finance - LMC Title 3 **Multi-Family Tax Exemption (MFTE) Applications (LMC 3.64.030)**		
Conditional Certificate Application	$1,000.00	
~~Extension of Conditional Certificate of Application (going from 8 to 12 year)~~	~~$625.00~~	Extension repealed by Ordinance No. 832 in 2025.
Final Certificate of Application	$625.00	
8-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)	$1,000.00	
12-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)	$1,500.00	
Business License & Regulation - LMC Title 5		
General Business License (GBL)	**License Fee**	
General Business License (GBL)	$90.00	
Specialty Business License Rates	**License Fee**	
Temporary Business License	$60.00	
Temporary Business License Renewal	$60.00	
Pawnbroker Pawnshops	$1,000.00	
Second-hand and/or salvage dealers	$250.00	
Junk and/or salvage dealers	$250.00	
Transient Trader in second-hand property	$250.00	
Private Sales	No Fee	
Flea Markets	$1,500.00	
Adult Entertainment Establishment	$2,500.00	
Panoram Premises License	$2,500.00	
Panoram Device License	$250.00 per device	
Panoram Owner License	$5,000.00	
Panoram Manager License	$500.00	
Carnivals and Circuses	$250.00 per day	
- Five or less machines or devices	$150.00 per week*	
- Five or more	$25.00 per week per device*	
* Alternative to device fees	$150.00 annual fee	
Wrecker License	$250.00	

Fee Type	Fee Amount
C. ~~Planning and~~ **Development Fees** (continued)	
Business License & Regulation - LMC Title 5 (continued)	
Public Dances, Cabarets, Dance Halls and Teenager Dances	**License Fee**
Cabaret	$750.00
Public Dance Hall	$150.00
Public Dances (per night)	$53.00
Public Dances (annually)	$150.00 (maximum of four per year)
Teenager Dances	Same as Public Dances
Bathhouses	**License Fee**
Public Bathhouse	$150.00
Bathhouse Attendant	$500.00
Bathhouse Manager	$500.00
Other	**License Fee**
Outdoor Public Music Festivals	$2,000.00 per day of festival event
Bondsmen	$1,500.00
Theaters	$250.00 per screen per year
Commercial Kennel/Cattery (6-50 dogs/cats)	$300.00
Commercial Kennel/Cattery (over 50 dogs/cats)	$500.00
Solicitors and Peddlers	$150.00 per solicitor or peddler
Rental Housing Safety Program - LMC Title 5	
Rental Housing Safety	**Permit Fee**
Detached Single Family Rental Flat Fee Per Unit	$50.00
Multi-Family Rental Flat Fee Per Unit	$50.00 first unit, $20.00 each additional unit
Late Fee for Rental Housing Registration (up to one month past due): Any applicant or licensee who fails to make application for a Rental Housing license or renewal, within 30 days after expiration of their rental license or of the commencement of business in the case of a new rental business, shall be subject to a late application fee, computed at 100 percent of the cost of the applicable license fee.	
Certificate of Compliance	No Charge
Certificate of Compliance Transfer to New Owner	No Charge
Initial Safety Inspection	No Charge
Reinspection	$125.00
Rental Housing Inspector's Initial Registration	$0.00
Rental Housing Inspector's Annual Renewal	$60.00
Geographical Information Systems (GIS)	
LABOR COSTS: Labor costs for preparation of requested GIS information shall be billed on a quarter of an hour (15-minute) basis.	$140.00 per hour

Clarification-These are not planning fees but licensing fees.

Fee Type	Fee Amount	
C. ~~Planning and~~ **Development Fees** (continued)		Clarification-These are not planning fees but licensing fees.
Public Works - LMC Title 12		
Site Development Permit	**Permit Fee**	
Land clearing/Grading Only; less than 500 cubic yards	$758.00	
Residential	$1,167.00	
Commercial	$5,833.00	
Revisions to issued Site Development Permits	Residential: $280.00 Commercial: $840.00	Cost recovery when an applicant changes scope of work after permit is issued and before final inspection. Assumes 2 hours for residential, 6 hours for commercial at $120 per hour.
Right-of-Way Development Fees	**Permit Fee**	
Right-of-Way Permit *(authorization to use right-of-way for minor construction, parking or other non-intrusive use)*	$280.00 plus any staff time in excess of 2 hours at $140.00 per hour	
Right-of-Way Encroachment Permit (temporary, revocable use) Does not include applicant cost of recording Encroachment Agreement and other applicable expenses	Permit Fee: 400 sq ft or less: $793.00; Greater than 400 sq ft: $1,400.00 Renewal: $280.00 Annual Occupation Fee Lake-Terminating ROW: 5% of adjacent property assessed land value per sq ft x encroachment area. Annual Occupation Fee All Other ROW: 2% of adjacent property assessed land value per sq ft x encroachment area.	Fees being alligned with previous rates shared with council during study session. New code anticpated for final Council consideration Q2 2027.
Annual Right-of-Way Permit (authorization for utility companies to use right-of-way for non-intrusive maintenance activities)	$793.00	
Oversize Load Permit (all vehicles in excess of legal weight or size limitations according to RCW 46.44 shall obtain an oversize load permit prior to operating on Lakewood streets)	~~Individual~~ $280.00 ~~Annual $680.00~~ Additional costs shall apply if police escorts or signal technician work is required.	Housekeeping cleanup. We don't issue annual oversized transport permits as we need specific dates of travel, etc.
Reinspection Fee (to cover cost of each reinspection, required in conjunction with a Right-of-Way Permit, necessary to assure compliance with the requirements of the permit)	$793.00	
General Inspection Fee (for inspection not otherwise listed)	$793.00	
Miscellaneous Permits (any Public Works permit not covered by the fee schedule, if performed by an employee)	$793.00	
Professional Services Contracts (any private or public professional service contract needed)	$793.00	
Pavement Degradation Fee (PDF): (recovers loss in pavement serviceability due to pavement cuts):		
Moratorium	$111.25 per square yard	
PCI 100-85	$55.50 per square yard	
PCI 84-70	$ 44.75 per square yard	
PCI 69-50	$ 33.25 per square yard	
Right-of-Way Vacation Permit ("Sale" or vacation of city right-of-way to abutting property owners)	$2,240.00	
Street Opening Permit (Used to install new or repair/upgrade existing private and public facilities located in a street right-of-way; includes pavement cuts, excavation, traffic control, etc.)	$1,400.00 plus any staff time in excess of 10 hours at $140.00 per hour	
Revisions to issued ROW Permits	$420.00	Cost recovery when an applicant changes scope of work after permit is issued and before final inspection. Minimum hourly rate, flat fee, assumes 3 hours.

Fee Type	Fee Amount	
C. ~~Planning and~~ Development Fees (continued)		Housekeeping
Environmental - LMC Title 14		
Projects Inside Downtown Subarea Plan Boundaries	**Permit Fee**	
SEPA-Notice of Consistency with Planned Action State Environmental Policy Act ~~(Process I and II applications LMC section)~~	$140.00	Housekeeping. Outdated process reference.
Downtown Subarea Planned Action Transportation Mitigation Fee (TMF)	$2,174.00 per PM peak hour trip generated by use(s).	
All Project Areas	**Permit Fee**	
Critical Area Review	$1,826.00	
Flood Plain Agreement	$560.00	
Written Shoreline Exempt Determination (The fee applies only to requests for a written determination by the Planning & Public Works Department that the project is exempt from the Shoreline Substantial Development Permit Master Program.)	$222.00	Clarification. Per state law and LMC Title 16, projects within the shoreline jurisdiction are not exempt from policies and requirements of the SMP. The exemption, if WAC 173-27-040 is met, are exempt from requiring a SSDP.
Revised SEPA Determination	$840.00	
Environmental Impact Statement (EIS)	$4,667.00 plus preparation at contract rate to be determined	
SEPA-State Environmental Policy Act Checklist-Flat Rate (LMC Section)	$1,826.00	
SSDP - Shoreline Substantial Development Permit	$3,500.00	
SCUP - Shoreline Conditional Use Permit/Shoreline Variance	$3,500.00 plus $2,500.00 hearing examiner deposit plus remaining balance of invoiced hearing cost (1)	
Reasonable Use Exception other than residential (RUE)	$3,110.00 plus hearings examiner deposit (1)	Clarification-Per LMC 14.142.080(B) RUEs are a Type 3 decision which goes to the hearings examiner.
(1) Hearing Examiner Fees		
Where Examiner Review is required for any related use permit, appeal, etc., the applicant is responsible for and required to pay actual Hearing Examiner costs, which may be higher or lower than the deposit amount.		

Fee Type	Fee Amount
C. ~~Planning and~~ **Development Fees** (continued)	

Clarification-These are not planning fees but building fees.

Building & Construction Fees - LMC Title 15

Building Permit Fees

Building Permit fees shall be based upon valuation. The valuation shall be determined by the Building Official. For most projects the square footage costs in the most current Building Valuation Data Table published by the International Code Council (ICC) may be employed. For projects not covered by the table construction estimation tools such as Construction Cost Data by R.S. Means or the BNI Construction Costbook may be referenced as a guide.

Permit fees shall be calculated from valuation in the following manner:

Valuation	Corresponding Permit Fee
$0 - $500	$30.00
$501 - $2,000	$30.00 for the first $500.00 plus $4.00 for each additional $100 or fraction thereof, to and including $2,000.
$2,001 - $25,000	$90.00 for the first $2,000.00 plus $17.50 for each additional $1,000 or fraction thereof, to and including $25,000.
$25,001 - $50,000	$492.50 for the first $25,000.00 plus $12.50 for each additional $1,000 or fraction thereof, to and including $50,000.
$50,001 - $100,000	$805.00 for the first $50,000.00 plus $9.00 for each additional $1,000 or fraction thereof, to and including $100,000.
$100,001 - $500,000	$1,255.00 for the first $100,000.00 plus $7.25 for each additional $1,000 or fraction thereof, to and including $500,000.
$500,001 - $1,000,000	$4,155.00 for the first $500,000.00 plus $6.00 for each additional $1,000 or fraction thereof, to and including $1,000,000.
$1,000,001 - $5,000,000	$7,155.00 for the first $1,000,000.00 plus $4.00 for each additional $1,000.00 or fraction thereof, to and including $5,000,000.
$5,000,001 and up	$23,155.00 for the first $5,000,000.00 plus $3.00 for each additional $1,000.00 or fraction thereof.

Plan Review Fees

Residential & Commercial	Plan review fees shall be 65 percent (65%) of the Building Permit Fee (Min 1 hour)

Residential Building Permits Flat Fee	Permit Fee
Manufactured Home Setup Permit	$280.00
Manufactured Home installed in a mobile home park	$280.00
Demolition Permit-Single Family (including duplex)	$280.00
Re-Roofing	$280.00
Spa or Hot Tub	$280.00
Pool	$280.00
Commercial Building Flat Fee Permits	**Permit Fee**
Certificate of Occupancy	$280.00
Temporary building installation and removal (i,e, job shack/office)	$280.00
Demolition Permit- Commercial/Multi-Family	$280.00

Fee Type	Fee Amount	
C. ~~Planning and~~ Development Fees (continued)		Clarification-These are not planning fees but building fees.
Basic Development/Plan Set Fees Plan sets approved for construction which may be used multiple times on different lots.	**Permit Fee**	
Setup Fee for Establishing a Basic Plan Set	$280.00	
Establish Basic Plan Set (See Valuation Table for Building Permit fee)	1/2 Residential Permit Fee	
Utilization of Basic Plan Set	65% Residential Permit Fee and $268.00	
Revisions of Issued Building Permit ~~(exempt from base application fee)~~	**Permit Fee**	Housekeeping. Base fee applies to all application types for cost recovery for processing.
Commercial Building Permits	$840.00	
Residential Building Permits	$420.00	
Miscellaneous Fees	**Permit Fee**	
Reinspection Fee-Per occurrence Whenever an Inspection is requested but the project is not yet ready for inspection, if access to the site is prevented, or if temporary silt and erosion control measures are not in place, a fee shall be paid of an hourly rate beginning with the third inspection for the same issue.	$140.00	
Investigation Fee Whenever any work for which a permit is required by this code has commenced without first obtaining such permit, an investigation fee shall be paid in an amount equal to the permit fee for such project, in addition to the required plan review and permit fees	$140.00	
Expedited Plan Review Building (Title 15, building permits)	City will retain the 65% Plans review Fee.	
Expedited Plan Review LMC Title: 12, 14, 16, 17, 18	30% in addition to the application cost.	
Washington State Building Code Council - surcharge per building permit. There is imposed a fee of six dollars and fifty cents on each residential building permit and a fee of twenty-five dollars for each commercial building permit issued by a county or a city, plus an additional surcharge of two dollars for each residential unit, but not including the first unit, on each building containing more than one residential unit. (RCW 19.27.085)	Residential: $6.50 for 1st unit plus $2.00 for each additional unit Commercial: $25.00 each	

Fee Type	Fee Amount	
C. ~~Planning and~~ Development Fees (continued)		Clarification-These are not planning fees but building fees.
General Comments		
1) Any person who commences any work on a building, structure, gas, mechanical, or plumbing system before obtaining the necessary permits may be subject to an investigative fee.		
2) Additional inspection outside of normal business hours or investigative fee rates are calculated at $140.00 per hour (2 hour minimum).		
3) A reinspection fee shall be calculated at $140.00 per occurrence.		
4) Additional plan review ~~resulting from revisions, resubmittals and other documents~~ shall be calculated at $140.00 per hour of staff time expended.		Housekeeping. These fees are already captured elsewhere.
5) Additional hourly rates for which no specific fee is identified shall be calculated at $140.00 per hour.		
6) Expedited review by the use of outside consultants for application review and/or inspections will be the actual cost calculated by outside consultant.		
7) The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees as assessed.		
8) Any time the use of a building or tenant space is changed, a change of use permit is required. ~~The fee for a change of use permit is $280.00. If alterations to the space are to be performed, additional permits and fees may be required such as building permit, plumbing permit, mechanical permit, etc. Please note that an electrical permit may be required for changes to the electrical service or wiring.~~		Aligned with Certificate of Occupancy/Change of Use fee.
9) Foundation only permit for phased commercial and multifamily projects, 10 percent of the ICC Building Valuation.		
10) Shell only permits for phased commercial and multifamily building, 80 percent of the ICC Building Valuation per square foot.		
11) Review of minor additions or revisions to plans before permit issuance, ~~$92$140.00 per hour, minimum, one hour. Major revisions to plans will require a new plan review fee. Revisions submitted in response to plan review comments do not require additional plan review fee. Shell only permits for phased commercial and multifamily buildings, 80 percent of the ICC Building Valuation per square foot.~~		Outdated hourly rate.
12) Review of minor additions or revisions to plans after permit issuance, $140.00 per hour, minimum, one hour. If expedited, it will be $280.00 per hour, minimum one hour.		Cost recovery as some projects request expedited review.
13) Review of deferred submittals, $140.00 per hour, minimum one hour. If expedited, it will be $280.00 per hour, minimum one hour.		Cost recovery as some projects request expedited review.
14) Tenant improvements for shell building, 50 percent of the ICC Building valuation per square foot. Said tenant improvement is limited to nonstructural tenant alterations not included in the building permit for the new shell building. This work is limited to improvements of previously unoccupied space.		
15) Work without permits; double fees for building permits and plan review fees.		
16) Reactivation fee applies for extending expired building applications and permits. ~~Building permit extension (after two extensions have been previously authorized by the Building Official. The fee is 0.5 hours at the hourly rate (see Staff Review Fees under Other Fees section).~~		Clean up as reactivation fee is set for all application types, not just building permits to ensure predictablity while cost recovery.
Mechanical Permit Fees ~~(exempt from base application fee)~~		Housekeeping. Base fee applies to all application types for cost recovery for
New Single Family Residences and Duplex (per unit) Flat Fee	$280.00	
Residential (Prescriptive Design)	$280.00	
Commercial and Non-Prescriptive Residential	Per Valuation w/ Minimum $175.00	
New Commercial Building and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.		
Project Valuation	**Permit Fee**	
Up to $5,000	$85.00	
$5,000 - $100,000	$85.00 for the first $5,000 plus $17.00 for each additional $1,000 or fraction thereof, to and including $100,000.	
> $100,000	$1,700.00 for the first $100,000 plus $12.00 for each additional $1,000 or fraction thereof.	

Fee Type	Fee Amount	
C. ~~Planning and~~ Development Fees (continued)		Clarification-These are not planning fees but building fees.
Mechanical Review Fees		
When plan reviews and/or specifications are required, the plan review fee shall be calculated at 25% of the Permit		
Small Tenant Improvements (mechanical < $5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below:		
Equipment Unit Schedule Description	**Fee**	
~~Permit Issuance~~	~~$34.00~~	Redundant and housekeeping clean-up. Building fee covers this cost recovery.
~~Issuing supplemental permits~~	~~$12.00~~	
Furnaces up to and including 100,000 BTU	$22.00	
Furnaces over 100,000 BTU	$29.00	
Appliance vents	$12.00	
Repair or additions to A/C systems	$22.00	
Boilers, compressors and absorption systems up to and including 3 horsepower	$29.00	
Boilers, compressors and absorption systems over 3 horsepower and including 15 horsepower	$53.00	
Boilers, compressors and absorption systems over 15 horsepower and including 30 horsepower	$76.00	
Boilers, compressors and absorption systems over 30 horsepower and including 50 horsepower	$100.00	
Boilers, compressors and absorption systems over 50 horsepower	$123.00	
Air handlers up to and including 25 tons	$18.00	
Air handlers over 25 tons	$29.00	
Evaporative coolers	$41.00	
Ventilation and exhaust (fans and hoods)	$18.00	
Incinerators, domestic type	$29.00	
Incinerators, international type	$41.00	
Each gas piping from 1 to 5 outlets	$12.00	
- Additional outlets per outlet	$3.00	
Thermostat	$12.00	
Miscellaneous	$18.00	
Gas Piping (mechanical)	$16.00	New line item for gas piping serving HVAC systems, water heaters, and appliances. Cost recovery for review.
Plumbing Fees	**Permit Fee**	
New Single Family Residences and Duplex (per unit) flat fee	$280.00	
New Commercial Buildings and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.		
Project Valuation	**Fee**	
Up to $5,000	$85.00	
$5,000 - $100,000	$85.00 for the first $5,000 plus $17.00 for each additional $1,000 or fraction thereof, to and including $100,000	
$100,000 and up	$1,700.00 for the first $100,000 plus $12.00 for each additional $1,000 or fraction thereof.	

Fee Type	Fee Amount	
C. ~~Planning and~~ Development Fees (continued)		Clarification-These are not planning fees but building fees.
Plumbing Review Fees	**Permit Fee**	
When plans and/or inspections are required, the plan review fee shall be calculated at 25% of the Permit Fee.		
Small Tenant Improvements (mechanical < $5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below.		
Equipment Unit Schedule	**Fixture Fee**	
~~Permit Issuance~~	~~$34.00~~	Redundant and housekeeping clean-up. Building fee covers cost recovery.
~~Issuing supplemental permits~~	~~$12.00~~	
Furnaces up to and including 100,000 BTU	$22.00	
Each plumbing fixture with one trap	$12.00	
Each building sewer	$22.00	
Each drain for indoors rainwater system	$12.00	
Each cesspool	$35.00	
Each private sewage disposal system	$59.00	
Each water heater and vent	$12.00	
Each gas piping from 1 to 5 outlets	$12.00	
General		
1) All fees included plan review and two inspections		
2) Additional inspections fee will be calculated at the rate of $140.00 ~~$93.50~~ per hour.		Updated to the current hourly rate.
3) After hour inspection fees will be calculated at the rate of$210.00 $140.25 per hour with a minimum of 2 hours.		1.5 times the current hourly rate.
4) Work without permit: fees will be doubled for work being conducted without approved permits.		
Fire Permit Fees - LMC Title 15		
Fire Alarm Systems	**Permit Fee**	
Tenant Improvements (1st four zones)	$215.00 plus $6.00 (per device)	
- Additional zones	$54.00 (each)	
Residential (one and two-family dwellings)	$215.00 plus $6.00 (per device)	
Commercial and Multi-Family (1st four zones)	$325 plus $6.00 (per device)	
- Additional zones	$54.00 (each)	
- Sprinkler supervision only	$270.00	
Fire Alarm Permit Fee for upgrading of an existing system	50 percent (50%) of the fee for new	
Fire Alarm Plan Review Fee	25 percent (25%) of the permit fee, with a minimum of $125.00	
Underground Sprinkler Supply	**Permit Fee**	
Underground Sprinkler Supply	$280.00	
Alternative Suppression Systems	**Permit Fee**	
- 1 to 5 nozzles	$280.00	
- Over 5 nozzles	280.00 plus $20.00 per nozzle over 5 nozzl	
- Bottle(s)	$30.00 per bottle	
Above Ground Fire Sprinkler Systems	**Permit Fee**	
The fee for fire sprinkler systems shall be based on the Building Permit Fee Table. The valuation shall be based on the per square foot figure of sprinkler systems as established by policy in accordance with nationally-recognized standards.		
Plan Review Fee (for the fire sprinkler systems are in addition to the permit fee)	25 percent (25%) of the permit fee, with a minimum of $125.00.	
Tenant Improvements (relocation and addition to existing system)	valuation 20 percent (20%)	
Standpipes (includes review, inspection and testing fees)	**Permit Fee**	
Temporary Standpipe	$187.00	
Class I	$374.00	
Class II	$187.00	
Class III	$187.00	

Fee Type	Fee Amount	
C. ~~Planning and~~ Development Fees (continued)		Clarification-These are not planning fees but building fees.
Other Fire Code Construction permits	**Permit Fee**	
Compressed Gases	$280.00	
Cryogenic Fluids	$280.00	
Emergency Responder Communication Coverage System - Install or Modify	$280.00	
Energy Storage Systems	$374.00	
Fire Pumps	$280.00	
Fuel Cell Power Systems	$280.00	
Gas Detection Systems	$280.00	
High-Piled Combustible Storage	$280.00	
Industrial Ovens	$280.00	
LP Gas	$187.00	
Motor Vehicle Repair Rooms and Booths	$280.00	
Private Fire Hydrants	$187.00	
Smoke Control or Smoke Exhaust Systems	$280.00	
Special Event Structure	$187.00	
Spraying or Dipping	$280.00	
Temporary Membrane Structures or Tents	$187.00	
Flammable and Combustible Liquids	**Permit Fee**	
Commercial Power Generator Installations (includes review, inspection and testing fees)	$350.00	
Installation of Modification of Commercial Tank, Piping or Distribution	$250.00	
Installation of Modification to Pipeline System	$125.00	
Removal of Abandoned Tank in Place of Residential Tank	No Fee	
Removal or Abandoned in Place of Residential Tank	$55.00	
Hazardous Materials	**Permit Fee**	
New facility plan review – up to 2 hours plan review time and inspection	$374.00	
Plan review over 2 hours	~~$93.50~~ $120.00 per hour	Updated to current hourly rate
System or facility modifications	$280.00	
Fireworks Fees		
1) Fees for a public display permit	$280.00	
2) A liability insurance policy(ies) is/are required in accordance with the Fireworks Ordinance for both fireworks stands and public displays as follows: - $500,000 for injuries to any one person in one accident or occurrence; - $1,000,000 for injuries to two or more persons in any one accident or occurrence; - $500,000 for damage to property in any one accident or occurrence; and/or - $1,000,000 combines single limit for any one accident or occurrence		
3) A bond for clean-up is required in accordance with the Fireworks Ordinance for all fireworks stands (in a bond or cashiers check).	$500.00	

Fee Type	Fee Amount
C. ~~Planning and~~ Development Fees (continued)	

Clarification-These are not planning fees but building fees.

False Fire Alarms	
In the event of more than two false alarms in any 12 month period, the Fire chief may charge a fee for fire department response as specified below:	
- First and Second False Alarms	No Fee
- Third False Alarm	$100.00
- Fourth and Additional False Alarms	$250.00
EXCEPTION: False alarms resulting from the failure of a fire alarm service technician notifying the central, proprietary or remote monitoring station shall be billed at the rate of $250.00 for each occurrence.	$270.00 for each occurrence
Fire Code Permit Fees	
All fire code operational permits required by section 105.5 shall be assessed a fee.	$110.00
Permit charges may be waived by the Fire Chief or Fire Marshal for the following: Activities of Washington State non- profit corporations and/or civic or fraternal organizations which possess an IRS tax exempt status. Proof of IRS tax exempt shall be presented at the time of permit application. Non-profit organizations may be charged 1/2 of the listed occupancy permit fees. However, any group shall be assessed a full permit fee if the approved conditions of the permit are modified or not adhered to by the applicant.	
Equipment Unit Schedule	**Permit Fee**
- Additional outlets per outlet	$3.00
Each waste incinerator	$12.00
Water piping or water treating system	$12.00
Repair or alteration of drainage or vent	$12.00
Backflow device for lawn sprinklers	$12.00
Vacuum breakers from 1 to 5	$12.00
- Additional units over 5 per each	$3.00
Backflow device for other systems over 2 inches in	$24.00
Cross connection of reclaimed water system	$47.00
Each graywater system	$59.00
Medical gas system from 1 to 5 outlets	$71.00
- Additional outlets over 5 per each	$12.00

	Fee Type	Fee Amount	
C.	~~Planning and~~ **Development Fees** (continued)		Clarification-These are not planning fees but building fees.
	LMC Title 2		
	Historic Nomination (Type III)	$840.00	No fees in current resolution but
	Historic Designation (Type V)	$1,120.00	No fees in current resolution but
	Certificate of Appropriateness Types I & II	$140.00	
	Certificate of Appropriateness Type III	$233.00	
	~~**Land Use & Subdivision - LMC Titles 17 & 18**~~		Housekeeping. Header not applicable to
	Pre Permit Activity	**Permit Fee**	
	Staff Consult (cross-functional mix of review team members help identify potential requirement for developing a single residential parcel (30 minute maximum)	$280.00	
	Pre-Application Conference (detailed analysis, department prepares a meeting summary)	$1,120.00 ~~$480.00~~ - Of this amount, $560.00 ~~$240.00~~ can be applied to related permits filed within 365 days of the preapplication conference	Timelogs report average of 8 hours review disciplines spend on pre-app research. Increase for cost recovery of time.
	Hourly Rate Meeting (specific to LMC or project conditions, 1 hour minimum)	$140.00	
	Administrative Land Subdivision & Land Use Decisions (Type I & II)	**Permit Fee**	
	Design Review	$560.00	
	Director's Interpretation	$292.00	
	Temporary Use	$233.00	
	Zoning Certification	$140.00	
	Preliminary Short Plat Subdivision or Unit Lot Subdivision	$4,083.00	
	Lot Splitting	$700.00	Part of 2026 CPA, new state law
	Boundary Line Adjustment (BLA)	$700.00	
	Preliminary Subdivision	$4,492.00	
	Final	$3,347.00	
	Plat Alteration	$1,673.00	
	Short Term Vacation Rental	$280.00	
	Home Occupation	$280.00	
	Limited Home Occupation	$140.00	
	Preliminary Binding Site Plans (BSP)	$3,347.00	
	Type I, II& III Minor Modification	50% of current permit fee	
	Type I, II, III Major Modification	100% of current permit fee	
	Hearing Examiner and City Council Decisions (Type III & IV) If an application requires a Hearing Examiner decision, a deposit of $2,500.00 will be required plus remaining balance of invoiced hearing cost.		
	Permit Type	**Permit Fee**	
	Cottage Development	$1,167.00	
	Development Agreement	$2,917.00	
	Conditional Use Permits (CUP)[1]	$3,347.00	
	Conditional Use Permit-Minor Modification	$836.00	
	Conditional Use Permit-Major Modification [1]	$1,673.00	
	Conditional Use Permit-Shoreline [1]	$3,347.00	
	Plats Preliminary (PPLAT)[1]	$5,326.00 + $100.00 per lot	
	Preliminary Amendment - Minor Type II	$1,826.00	
	Preliminary Amendment - Major Type III[1]	$3,127.00	
	Final	$3,347.00	
	Final Alteration[1]	$1,826.00	
	Public Facilities Master Plan	$3,347.00	
	Legal Lot Determination	$840.00	We receive 3-5 requests per year to determine, per PC Assessor-Treasurer process, whether lots were created legally. Requires time to review survey,

Fee Type		Fee Amount	
C. ~~Planning and~~ **Development Fees** (continued)			Clarification-These are not planning fees but building fees.
Variances If an application requires a Hearing Examiner decision, fees will be assessed [1]		**Permit Fee**	
Critical Area/Engineering/Shoreline/Zoning			
	Variance Type I	$607.00	
	Variance Type II	$910.00	
	Variance Type III [1]	$1,826.00	
	Engineering Variance Type IV	$1,120.00	Change reflect new variance process with Title 12 update adopted in Spring 2026 via Ordinance No 846. Assumes average
Appeals & Reconsiderations If an application requires a Hearing Examiner decision, Fees will be assessed [1]		**Permit Fee**	
Reconsideration of a Decision of the Hearing Examiner[1]		$456.00plus hearings examiner deposit	Clarification. Already required but not clear in fee schedule
Appeal of the Administrative Officer's Decision[1]		$685.00plus hearings examiner deposit	Clarification. Already required but not clear in fee schedule
Appeal of SEPA Determination[1]		$685.00plus hearings examiner deposit	Clarification. Already required but not clear in fee schedule
Requests for Amendments to Regulations If an application requires a Hearing Examiner decision, Fees will be assessed (1)		**Permit Fee**	
Amendments to the Comprehensive Plan & other related policy		$3,197.00	
Amendments to Development Regulations		$3,956.00	
Amendments to the Shoreline Master Program		$4,868.00	
Site-Specific Rezone		$4,717.00	
Small Wireless Facilities Fees		**Permit Fee**	
Small Wireless Franchise Fee Deposit. Requires a deposit with Small Wireless franchise application. The deposit is intended to cover all administrative expenses incurred by the City (including staff/consultant related time) associated with the review of each franchise application and associated franchise negotiations. Additional fees may apply if additional staff/consultant related time is necessary. Any application fee deposit monies not used for administrative expenses associated with the review of each franchise application and franchise negotiation will be returned to the applicant following the approval or denial of the franchise by the City Council. This administrative fee excludes normal permit fees required for work within the City Rights-of-way. City personnel will be tracking all hours expended for each Small Wireless application review and franchise negotiation. This deposit may also be applied to administrative costs associated with negotiate a Master License Agreement for Small Wireless Facilities on City Facilities.		$5,200.00 Deposit	
Small Wireless Facilities Fees (per facility)		**Permit Fee**	
Small Wireless Facility Annual ROW Access Fee (in lieu of ROW permits)		$280.00	
Small Wireless Facility Pole Attachment Fee ("Rent" per facility on City facilities) - This fee is prorated based on the number of days covered from Rent Commencement Date to December 31.		$280.00	
Small Wireless Facility Pole Replacement Fee (per replaced pole)		$280.00	

Fee Type	Fee Amount	
C. ~~Planning and~~ Development Fees (continued)		Clarification-These are not planning fees but building fees.
Significant Tree Removal Permit	**Permit Fee**	
Note: 1. All fees subject to technology fee surcharge, rounded to the nearest whole number. 2. Tree removal permit is separate from any SEPA application fee and related mitigation. 3. For subarea plans, the tree removal fee is charged based on the underlying zoning.		
Off-Site Tree Replacement Permit, three (3)-inch (when trees are not being replaced onsite)	$588.00 for each replacement tree.	
Removal of trees, all types and species, in association with rights of-way and/or utility easements	No permit required; public agency, and/or utility is required to provide notification to the City.	
Permit to Establish a Heritage Tree Designation	Permit required, $292.00	
Permit to Remove Heritage Tree Designation	Permit required, $292.00	
Revisions to Issued Tree Permits	$140.00	Cost recovery when an applicant changes scope of work after permit is issued. Minimum hourly rate applied.
Tree Removal Permit - Single Family & Mixed Residential Zoned Lots	**Permit Fee**	
Zoned lots less than 10,000 square feet in size and: - No Garry oaks located thereon; - Lot not a part of a shoreline setback; and - Lot not located in a critical area.	No permit required.	
Zoned lots less than 10,000 square feet in size and: - With one (1) or more Garry oaks located thereon; and/or - Lot within a shoreline setback; and/or - Lot located within a critical area.	Permit required, $175.00	
Zoned lots greater than 10,000 square feet in size.	Permit required, $175.00	
Zoned lots greater than 10,000 square feet in size and: - One (1) or more Garry oaks is located thereon; and/or - Lot is located in a shoreline setback; and/or - Lot is located in a critical area.	Permit required, $175.00	
Tree Removal Permit - Other Zones	**Permit Fee**	
● Lots not within critical areas and/or shoreline setback, and/or with no Garry oak trees.	Permit required, $175.00	
● Lots within critical areas, shoreline setback, and/or with Garry oak tree(s).	Permit required, $292.00	
OSR1 zoning district	Permit required, but no fee.	
OSR2 zoning district.	Permit required, $438.00	
P/1 zoning district.	Permit required, $175.00	
Permit is required because the proposed code may require replacement	Permit required, $175.00	
Tree Emergency Removal Permit	**Permit Fee**	
● Single family zoned lots	Permit required, $175.00	
● All other zoned properties located in the City of Lakewood.	Permit required, $175.00	
Annexation Petitions	**Permit Fee**	
Notice of Intent to Commence Annexation	$467.00	
Petition to Annex	$3,803.00	

	Fee Type	Fee Amount	
D.	**PARKS AND RECREATION PROGRAMS (Facility/Use)**		
	Parks, Recreation & Community Services		
	Special Use Permit*		
	Events	~~$200.00~~ $250.00 - $500.00	Increased costs of staffing and setup/overtime.
	Events 501-1,000 attendees (varies based on revenue/nonprofit status	$1,000.00 - $1,400.00	Increased costs of staffing and setup/overtime.
	Street Festivals and Major events	~~$1000.00~~ $2,000.00 - $5,000.00	Navigation of park impacts/ multiple planning contacts
	Event Deposit	50% of event permit fee	
	Event and Facility Staff	~~$40.00~~ $50.00/hour	Increase costs of staffing + personnel cost benefits.
	Additional event fees and services may include permit fee + extra costs associated with event (garbage, staff support, notification, sanitation, security, camping, etc.)	Market rate + 15%	
	Alcohol Permit Fee ** (must be purchased in addition to a special use permit)		
	Small events	$200.00	
	Large events	$500.00	
	Major events	$1,000.00	
	** Special conditions apply		
	Facility Use Cancellation/Reschedule/Refund		
	Administrative Fee	~~$10.00~~ $25.00(non-refundable)	1/2 hour time basis.
	Less than 30 days prior to use	(0%) 100% retained by City	
	31-60 days prior to use	(50% refunded) 50% retained by City	
	More than 61 days prior to use	(75% refunded) 25% retained by City	
	Boat Launch		
	Per launch (Credit/Debit Cards Only)	$15.00	
	Resident Season Pass	~~$125.00~~ $150.00 plus tax	Estimate of 10 launches.
	~~Non-Resident Season Pass~~	~~$150.00 plus tax~~	Remove, no subsidy/discount for Non-Residents
	Overnight Pass	$50.00/night	
	Commercial Pass	~~$250.00~~ $500.00	Require concessionaire agreement to receive.
	Outdoor Market Vendors	**Daily Rate**	
	Regular Stall 10x10	~~$30.00~~ $50.00	Rate commenserate to peer jurisdications; processing costs.
	Regular Stall 10x 20 or Food Trucks	~~$60.00~~ $100.00	Rate commenserate to peer jurisdications; processing costs.
	Regular Stall 10x30	~~$90.00~~ $125.00	Rate commenserate to peer jurisdications; processing costs.
	Vendor Application Fee	$30.00 - $40.00	One time charge to set up annual roster and validate.
	~~Outdoor Market Vendor fees do not apply to other City special events. SummerFEST vendors, miscellaneous contractors, street festivals, specialty activities, food trucks and other event fees may vary based on activity, logistics, location, anticipated guests, number of days or hours of operatins, sponsorship, in-kind srvices, impact to the site and other conditions.~~		Added fees for Special Events below, not historically included in the fee schedule.

	Fee Type	Fee Amount	
D.	**PARKS AND RECREATION PROGRAMS (Facility/Use) - continued**		
	Special Events	**Daily Rate**	Add special event vendors to fee schedule.
	Special Event Vendors – 5,000 – 7,000 attendees		
	Regular Stall 10x10	~~$20.00~~ $50.00	
	Regular Stall 10x 20 or Food Trucks	~~$40.00~~ $75.00	
	Regular Stall 10x30	~~$60.00~~ $100.00	
	Food Vendor up to '15	~~$40.00~~ $75.00	
	Food Vendor up to '15	~~$40.00~~ $100.00	
	Non - Profit 10 x 10	~~$15.00~~ $30.00	
	Non - Profit 10 x 20	$60.00	
	Non - Profit 10 x 30	$90.00	
	Special Event Vendors – 7,000 – 12,000 attendees		
	Regular Stall 10x10	~~$25.00~~ $75.00	
	Regular Stall 10x 20 or Food Trucks	~~$50.00~~ $125.00	
	Regular Stall 10x30	~~$75.00~~ $175.00	
	Food Vendor up to '15	~~$50.00~~ $125.00	
	Food Truck 16 - 30"	~~$50.00~~ $175.00	
	Non - Profit 10 x 10	~~$15.00~~ $50.00	
	Non - Profit 10 x 20	$100.00	
	Non - Profit 10 x 30	$150.00	
	Special Event Vendors - SummerFEST		
	Regular Stall 10x10	~~$100.00~~ $150.00	
	Regular Stall 10x 20 or Food Trucks	~~$200.00~~ $225.00	
	Regular Stall 10x30	~~$300.00~~ $350.00	
	Food Vendor up to '15	~~$250.00~~ $225.00	
	Food Truck 16 - 30"	~~$275.00~~ $350.00	
	Non - Profit 10 x 10	~~$30.00~~ $75.00	
	Non - Profit 10 x 20	~~$60.00~~ $150.00	
	Non - Profit 10 x 30	~~$90.00~~ $225.00	
	Special Event Vendors		
	Application Fee	~~$0~~ $30.00 - $40.00	
	Application Fee - Vendors	~~$0~~ $30.00	
	Application FEE - Food	~~$0~~ $40.00	
	Neighborhood Parks		
	~~Sport Field Preparation Fees~~	~~$25.00~~	Prep fee within charges below.
	Neighborhood Field use	$20.00 per hr (no prep); $50.00 per game fee (2.5 hrs. and one prep per day)	

Fee Type	Fee Amount	
D. PARKS AND RECREATION PROGRAMS (Facility/Use) - continued		
~~Fort Steilacoom Park, American Lake Park and Harry Todd Park~~ Picnic Shelters		
~~Large~~ Premium Picnic Shelters-per day, year round (Fort Steilacoom Park/American Lake)		
May require a special use permit.	~~$225.00~~ $250.00	Shelters with BBQ, electricity & regular maintenance.
SmallCommunity Picnic Shelters - per day, year round (Wards Lake, Harry Todd, Springbrook)		
May require a special use permit.	$125.00	Not full service, in sites with fewer amenities.
Pavilion		
Hourly Rate (4 hour minimum)	~~$200.00~~ $150.00 per hour	Market Rate adjustment to increase rentals.
Additional Hourly fee if over 8 hours, before/after operational hours or contracted hours.	~~$250.00~~ $200.00 per hour	
Deposit (*refundable)	50% of rental cost	
Custodial Charge	$200.00	
*Additional rates may be charged for repairs or additional cleaning based on use of the facility.		
Fort Steilacoom Fields (Adult and Competitive/Elite League and Tournar		
Soccer Field Use Fees		
- 1 Field	$150.00	
- 2 Fields	$200.00	
- 3 Fields	$250.00	
~~- 4 Fields~~	~~$300.00~~	Only book out 3 large fields.
~~- 5 Fields~~	~~$350.00~~	Only book out 3 large fields.
Field preparation (Soccer)	$50.00 per prep per field	
Single Soccer Field (no preparation)	$50.00 per 60 minutes	
Youth Soccer League Fees		
~~Youth soccer teams not associated with city leagues but use city fields for league play, pay a per team fee. Field availability may vary and field prep fees apply.~~ Youth soccer teams with agreements to utilize city fields for league (not tournament, or elite/select) for Lakewood youth will receive a 50% discount on fees; Organizer pays a seasonal fee for practice field reservation and season/game day field prep. Saturday game and mid-week practice space allocation.		
Twelve (12) week game session - all fields.	$225.00/day; $2,700 per season	Based on full field use - recreational.
Fourteen (14) mid-week practice - all fields - 4 days a v	$90.00/day	Blocked for program use and league teams.
~~- Age 10 years and under~~	~~$100.00 per team~~	
~~- Age 11 - 18 years~~	~~$125.00 per team~~	
~~- Adult, age over 18 years~~	~~regular field use rates apply~~	

Fee Type	Fee Amount	
D. PARKS AND RECREATION PROGRAMS (Facility/Use) - continued		
Baseball Field (Fields 2-4) with turf Infields per field, per		
- 1 Field	~~$300.00~~ $325.00	Labor and water increase for prep/maintenance.
- 2 Fields	$600.00	
- 3 Fields	$900.00	
Turf Field Hourly rate (Monday- Friday) 2 hour minimum	$50.00 per hour	
Mound Change	$50.00	
Home Baseball Field Complex (Field 1)		
Home Field -per day	$600.00	
Home Field - hourly rate (Monday- Friday) (2 hour minimum)	$70.00	
Lights	$25.00 per hour	
Scoreboard	$25.00 per hour	
Facility Staff	~~$40.00~~ $50.00 per hour	Increase in seasonal staff wage + benefit.
Batting Cage	$50.00 per hour	
Tournament Deposit and Cancellation Fees		
- Nonrefundable tournament reservation fee (does not go towards tournament fees)	$100.00 per tournament	
- Tournament Deposit *(will go towards tournament fees)*	$100.00 per field	
- Tournament cancelled less than 30 days prior	50% of deposit refunded	
- Tournament cancelled 31-60 days prior	75% of deposit refunded	
Youth Baseball League Fees		
~~Lakewood Youth baseball teams not associated with city leagues Field availability may vary (Monday - Friday)~~ Youth baseball teams with agreements to utilize city fields for league (not tournament, or elite/select) for Lakewood youth, pay a per practice/game field reservation fee and recieve a 50% discount on fees. Field availability mayy vary and field prep fees apply.	$50.00 per game fee (2.5 hours) Fields 2-4 only (Mon-Fri)	
Other Fees		
Open Space: Requires a special use permit.	$100.00 - $200.00	
Garden Plot Site	$20.00 - $25.00	Adding to fee schedule, based on current pricing.
Non-Refundable Vendor Application Fee	~~$25.00~~ $30.00 - $40.00	For processing and staff administrative time.
Advertising Banner	~~$100.00 per day~~ Subject to sponsorship agreement.	
Concessions Rights	$25.00 - $50.00 per day	
Additional Staff Fee	~~Hourly rate of staff~~ $50.00 per hour	
Parking, camping and other revenue collected by renter for	15% of gross revenue	
~~In addition, an hourly rate will be charged for repairs or additional cleaning.~~ Hourly rate charged for repairs or additional cleaning after events/permitted uses.	$100.00 per hour	
Neighborhood Shelters (Active, Wards, Springbrook Parks)		
May require a special use permit.	$80.00 per day	
McGavick Center Facility Use/Rental		
Non-profit organizations may rent the entire facility for a flat fee of ~~$1,500.00~~ $2,000.00. ~~This rate will increase to $2,000.00 beginning January 1, 2027.~~ The City's available days for rental/use are limited in number each year.		Implement rate established in 2026 effective in 2027.

	Fee Type	Fee Amount
E.	**ANIMAL CONTROL LICENSING FEES**	
	Police	
	The annual license fees for the ownership, keeping, or having control of dogs and/or cats in the City shall be as	
	- Dogs (altered)	$20.00
	- Dogs (unaltered)	$55.00
	- Cats (altered)	$12.00
	- Cats (unaltered)	$55.00
	Reduced rates for physically disabled and senior citizens, 65 years of age or older:	
	- Dogs (altered)	$10.00
	- Dogs (unaltered)	$30.00
	- Cats (altered)	$4.00
	- Cats (unaltered)	$30.00
	Animals exempted from payment of fee - Guide Dog or Service Animal	No Fee
	In order to receive the fee advantage for altered dogs and cats, an individual must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.	
F.	**BURGLAR/SECURITY ALARM PERMIT FEES**	
	Police	
	The fee for burglar/security alarm systems operating within the City of Lakewood as defined in Chapter 9A.13 of the Lakewood Municipal Code are as follows:	
	Annual Permit Fee	$24.00
	- for Senior Citizens or Physically Disabled	$12.00
	General False Alarm Fee	$100.00 each incident
	Robbery False Alarm Fee	$200.00 each incident
	Supplemental False Alarm Fee for Unregistered Alarm	$100.00 each incident
	Late Fee if False Alarm Fee is not paid in 30 days of invoice	$25.00
	Appeal Fee (refundable if fee is overturned)	$50.00
	Alarm Company Fee for Failure to Verify Alarm Signal	$100.00
	Alarm Company Fee for false statements concerning the inspection of an alarm site or alarm performance	$200.00
	Failure to comply and provide customer lists to Alarm Administrator	$25.00 per working day (after the initial 30-day notice expires, i.e. day 31)
	Failure to renew (assessed the Alarm Agreement Holding Company)	$100.00
	Failure to obtain an alarm permit from the Police alarm Administrator	$10.00 per each registered alarm user in City, with maximum of $100.00
	Reinstatement fee for unregistered alarm installation company or unregistered company	Greater of 100.00 or $10.00 per alarm user of letters that have been sent.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:** November 9, 2026	**TITLE:** A Resolution of the City Council authorizing a credit and debit card service fee for certain payments made to the city. **ATTACHMENTS:** • Resolution	**TYPE OF ACTION:** __ORDINANCE NO. **X** RESOLUTION NO. **2026-12** __ MOTION __ OTHER

SUBMITTED BY: Tho Kraus, Deputy City Manager

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2026-12, authorizing a 2.90% service fee on eligible credit and debit card transactions, subject to applicable legal, payment card network, and contractual requirements.

DISCUSSION: The City of Lakewood accepts payments for a variety of services and charges, including permits, assessments, inspection fees, recreation programs, and other municipal services. To promote accessibility, efficiency, and convenience for the public, the City offers multiple payment methods, including credit and debit card transactions.

While electronic payment options provide convenience to customers, credit and debit card transactions result in processing fees and related transaction expenses to the City. These costs are currently borne by the City.

The proposed resolution would authorize the City to implement a 2.90% service fee on eligible credit and debit card transactions to recover associated payment processing costs to the extent permitted by applicable law and payment processing requirements.

ALTERNATIVE(S):

1. Modify the Resolution: Direct staff to revise the proposed fee amount, scope, or implementation provisions.
2. Do Not Approve the Resolution: Continue the City's current practice of absorbing eligible credit and debit card processing costs.

FISCAL IMPACT: The proposed service fee is intended to recover eligible payment processing costs associated with credit and debit card transactions. Implementation is expected to reduce the City's direct financial responsibility for eligible transaction processing expenses. The actual fiscal impact will depend on the volume and value of eligible transactions and applicable processing costs.

Tho Kraus Prepared by	Dan Russell City Manager Review
_____ Department Director	

RESOLUTION NO. 2026-12

A RESOLUTION of the City Council of the City of Lakewood, Washington, authorizing a credit and debit card service fee for certain payments made to the City.

WHEREAS, the City of Lakewood accepts payments for permits, assessments, inspection fees, and other services; and

WHEREAS, the City offers various payment methods, including credit and debit card payments, to promote accessibility, efficiency, and convenience for the public; and

WHEREAS, accepting credit card transactions results in costs to the City, including payment processing fees and related transactions expenses; and

WHEREAS, the City Council desires to recover eligible processing cost to the extent permitted by applicable law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, HEREBY RESOLVES, as follows:

Section 1. Authorization of Fee. The City is authorized to assess a 2.90% service fee on eligible credit and debit card transactions, subject to applicable law, payment card network requirements and contractual requirements with payment processors.

Eligible transactions include rental housing safety inspection fees, sewer assessments, lake management districts, and development service permits, recreation programs, and other services and charges.

No fee shall be assessed on a transaction for which the fee is prohibited by applicable law, payment card network rules, or the City's agreements with payment processors. The fee shall not exceed applicable legal limits or any other applicable restriction.

Section 2. Administrative Implementation. The Deputy City Manager or designee is authorized to establish and implement procedures for fee calculation, collection, accounting, disclosure, and compliance. The fee shall not exceed applicable legal limits.

Section 3. Disclosure and Payment Options. The City shall disclose applicable fees before payment is completed and provide alternative payment methods where required by law.

Section 4. Accounting. Fees collected under this Resolution shall be accounted for in accordance with applicable law.

This Resolution shall be in full force and effect upon passage and signature hereon.

PASSED by the City Council this 16th day of November, 2026.

CITY OF LAKEWOOD

_____
Paul Bocchi, Mayor

Attest:

_____
Briana Schumacher, City Clerk
Approved as to form:

_____
Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026 **REVIEW:** October 20, 2026 November 9, 2026	**TITLE: Resolution 2026-13 adopting the Docket for 2027 Comprehensive Plan, Zoning Map, and Development Regulations Amendment Cycle** **ATTACHMENTS:** Resolution 2026-13 (**Attachment A**); City response to Public Hearing Comments (**Attachment B**)	**TYPE OF ACTION:** ____ORDINANCE NO. __X__RESOLUTION NO. 2026-13 ____ MOTION NO. ____ OTHER

SUBMITTED BY: Tiffany Speir, Planning Division Manager through Jeff Rimack, PPW Department Director and Doug Russell, City Manager

RECOMMENDATION: That the City Council adopt Resolution 2026-13 to adopt the Docket for the 2026 Comprehensive Plan, Zoning Map, and Development Regulations Amendment Cycle.

DISCUSSION: Lakewood has begun its 2027 Comprehensive Plan and Zoning Map amendment (27CPA) cycle process. The Planning Commission provided its recommendations on the potential docket amendments in its Resolution 2026-09. The PPW Department requested that the City Council add one amendment to the docket. The City Council held a study session on October 20 and a public hearing on November 2. Two persons provided comments at the public hearing; a table with comments and the City's responses thereto is in **Attachment B**.

The City Council is scheduled to take action on Resolution 2026-13 to approve the docket on November 16. Draft Resolution 2026-13 is included in **Attachment A**.

Once the docket is approved, the City will begin its preparation of substantive text for each city-initiated amendment and conduct SEPA review of all amendments. The Planning Commission is currently scheduled to begin review of the docket items in March, 2027.

ALTERNATIVE(S): The City Council could amend Resolution 2026-13 before taking action to adopt it; the City Council could also not adopt the resolution.

FISCAL IMPACT: This resolution has no fiscal impact to the City.

Prepared by: Tiffany Speir, Planning Division Manager Jeff Rimack, Department Director	Doug Russell City Manager Review

ATTACHMENT A
RESOLUTION NO. 2026-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, ESTABLISHING THE 2027 DOCKET OF COMPREHENSIVE PLAN, ZONING MAP, AND DEVELOPMENT REGULATION AMENDMENTS

WHEREAS, under RCW 36.70A.130(2), Comprehensive Plan policy or map amendments may be initiated by the City or by other entities, organizations, or individuals through petitions filed with the City on or before the last business day of July of each year; and

WHEREAS, on July 1, 2026, the Planning & Public Works (PPW) Department published a Notice of Application Availability on the City's website and in the City Manager's Bulletin; and

WHEREAS, the City of Lakewood received timely applications to amend the Comprehensive Plan, Zoning Map, and Development Regulations in 2027; and

WHEREAS, On September 16, 2026, the Planning Commission held a duly noticed public hearing on the proposed 2027 Comprehensive Plan Zoning Map and Text Amendment docket; and

WHEREAS, also on September 16, 2026, the Lakewood Planning Commission reviewed the applications, docketing recommendations, and public comment, and adopted Resolution 2026-09 approving docketing recommendations to the Lakewood City Council; and

WHEREAS, amendment proposals placed on the docket will undergo further public, agency, and environmental review, consideration by the Planning Commission, and final consideration by the Lakewood City Council; however, placing a proposal on the docket does not guarantee or imply its ultimate approval.

NOW, THEREFORE BE IT RESOLVED by the Lakewood City Council:

The Council finds that each of the amendments summarized below sufficiently meet the docketing criteria and are hereby included in the 2027 Lakewood Comprehensive Plan and Land Use & Development Code docket (see full amendment descriptions in **EXHIBIT A**.)

MAP AND TEXT AMENDMENT APPLICATIONS

27CPA #	Subject
2027-01	Review and update zoning and development regulations as needed regarding residential densities and building heights in Transit Areas per HB 1491, Promoting transit-oriented housing development
2027-02	Review and update zoning and development regulations as needed per HB 2266: Encouraging permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters

2027-03	Review and update zoning and development regulations as needed per HB 2418: Concerning permit review processes
2027-04	Review and update zoning and development regulations as needed per SB 6026: Residential development in commercial and mixed-use zones.
2027-05	Review and update zoning and development regulations as needed per House Bill 1974: Establishing land banking authorities.
2027-06	Consider adopting optional GMA Housing Element Compliance Review per SB 5148: Ensuring compliance with the housing element requirements of the GMA.
2027-08	Review and update zoning and development regulations re affordable housing on property owned by religious organizations as needed per 2SHB 1859: Expanding opportunities for affordable housing developments on properties owned by religious organizations.
2027-09	Update LMC to allow Pre-approved Accessory Dwelling Unit (ADU) Designs.
2027-10	Update Comprehensive Plan to incorporate 2024 Tree Canopy Assessment Data.
2027-11	Update LMC to incorporate changes to 18A.40.027 Land Use Table, associated development regulations, and cross-references.
2027-12	Update LMC to add "Construction Storage" as an allowed Commercial 3 / Industrial Use.
2027-13*	Update LMC at Chapter 2.90 to reduce terms of Planning Commissioners from 5 years to 4 years consistent with other City boards and commissions and with other jurisdictions' planning commission terms.
2027-14	Review Comprehensive Plan Land Use Policy UD-2 for amendment per City Council Direction.
2027-15	Update Comprehensive Plan Energy & Climate Change and Natural Environment Elements to incorporate Natural Environment and Climate Change (NECC) Task Forces' recommendations
2027-16	Update LMC to incorporate Natural Environment and Climate Change (NECC) Task Forces' recommendations
2027-17	Update LMC to allow permanent or semi-permanent "food truck pods"
2027-18	**Private rezone** – Redesignate/rezone parcels 0220368009, -012, -013, -027, -029; and 0220364105 and -107 (Addresses: 3706, 3707, 3708, 3840, 3852, 3862, 3880, and 3884 Steilacoom Blvd. SW S.; and 9200 S. Tacoma Way.) Current designation/zoning: Commercial (C) / Commercial 2 (C-2). Proposed designation/zoning: Industrial (I) / Industrial 1 (I-1)
2027-19	**Private rezone** – Redesignate/rezone parcels 2200000172, -173, -192 (Address: 15515 Maas Ln. SW.) Current designation/zoning: Neighborhood Business District (NBD) / Neighborhood Commercial 2 (NC2). Proposed designation/zoning: Commercial (C) / Commercial 2 (C2)
2027-20	**Private Rezone** – Redesignate/rezone the MR2 portion (the four-plex portion) of Parcel 5400000541 and all of Parcel 5400000610 (Address: 10240 Bridgeport Way SW.) Current designation/zoning: Mixed Residential (MR) / Mixed Residential 2 (MR2). Proposed designation/zoning: Neighborhood Business District (NBD) / Neighborhood Commercial 2 (NC2)
2027-21	**Private rezone** - Redesignate/rezone parcel #0220364100 (Address: 3615 Steilacoom Blvd. SW.) Current designation/zoning: Corridor Commercial (CC) / Commercial 2 (C2). Proposed designation/zoning: Neighborhood Business District (NBD) / Neighborhood Commercial 2 (NC2.)
2027-22	Amend LMC 18A to increase the maximum height of residential fences from 6 feet to 7 feet per the International Building Code.
2027-23	Amend LMC Section 13.04.160 (C) to allow collection of sewer lien appeal fees
2027-24	Amend Category III wetland protection buffer at LMC 14.162.080 to be consistent with WA State Department of Ecology's *Wetland Guidance for Critical Areas Ordinance (CAO) Updates*.

PASSED by the City Council this 16th day of November, 2026.

CITY OF LAKEWOOD

Paul Bocchi, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

EXHIBIT A
2027 COMPREHENSIVE PLAN, ZONING MAP, AND DEVELOPMENT REGULATION AMENDMENT DOCKET

2027-01 | Review and update zoning and development regulations as needed regarding residential densities and building heights in Transit Areas per HB 1491, Promoting transit-oriented housing development [From 26CPAs]

Compliance deadline: June 30, 2029
What State Law Requires: Increased residential densities and building heights must be allowed near most forms of public transit.

The Department of Commerce is actively developing model ordinances and implementation guidance. Once it is available this fall, the City will proceed with drafting code language that reflects Lakewood's individual transit amenities.

2027-02 | Review and update zoning and development regulations as needed per HB 2266: Encouraging permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters.

Compliance deadline: June, 2028.
What State Law Requires: Regulating STEP housing types (permanent supportive housing and transitional housing as residential uses and indoor emergency shelters and housing as uses with external impacts.) The bill outlines what can be regulated through local government permitting versus regulating as a funder.

2027-03 | Review and update zoning and development regulations as needed per HB 2418: Concerning permit review processes

Compliance deadline: June 30, 2027
What State Law Requires: Further refines the Local Project Review Act (RCW 36.70B) to streamline permit review processes for residential development. Key bill provisions include:

- Clarifies that a local government's determination of whether a project permit application is complete is procedural rather than substantive.
- Subjects state agencies to the same timeline requirements for permit review as local governments and imposes the same 20% refund requirement for missing review deadlines.
- Requires local governments to designate a single point of contact for residential permit applications. This same official must also be the State Environmental Policy Act (SEPA) responsible official for the project if one is needed.

2027-04 | Review and update zoning and development regulations as needed per SB 6026: Residential development in commercial and mixed-use zones.

Compliance Deadline: December 11, 2027

What State Law Requires: As of June 11, 2026, SB 6026 adds a new section to the GMA requiring cities over 30,000 to allow residential uses in areas zoned for commercial or mixed-use development.

The bill excludes certain areas from the requirements and limits the amount of ground floor commercial that may be required of development to 40% or less of the total acreage of land zoned for commercial or mixed-use. Additionally, the bill removes any requirement for mixed-use or ground floor commercial as a condition of permitting publicly-subsidized affordable housing development.

2027-05 I Review and update zoning and development regulations as needed per House Bill 1974: Establishing land banking authorities.

Planning Commission Recommendation: Do not include in 2027 Docket
PPW Recommendation: Include in 2027 Docket

Compliance deadline: Not applicable - optional program
What State Law Requires: A city or county may, by ordinance or resolution, authorize a public corporation, public housing authority, or nonprofit organization to operate a land bank. The ordinance or resolution must, at a minimum, state the public purpose of the land banking authority, describe the land bank authority's governance or oversight structure, and authorize the land bank authority to acquire, hold, lease, and transfer real property.

2027-06 | Consider adopting optional GMA Housing Element Compliance Review per SB 5148: Ensuring compliance with the housing element requirements of the growth management act.

Compliance Deadline: None for optional voluntary program. Must comply with Commerce request for "targeted review" if notified.
What State Law Allows: Cities may voluntarily submit housing elements and development regulations to Commerce for a compliance determination. Adoption of a voluntary compliance program is not required.

Targeted Review. Commerce may select up to ten (10) cities or counties for targeted review each calendar year. Upon selection for review, Commerce must notify selected cities within 10 days. A city must submit their housing element and any housing development regulations adopted or amended on or after the effective date of SB 5148 if Commerce selects it for targeted review.

Commerce will review based on criteria including, but not limited to, the following:

- the city has not planned for and accommodated for its portion of the countywide housing need determined by the county;
- the city's housing production is less than 50% of the annual housing being produced within the county or regional council area, adjusted by population;
- the city's housing production consists of greater than 80% single family homes aimed at primarily households whose income is at or greater than 120% of the median household income for the city.

During targeted review, Commerce may consult with housing developers and builders that are located in or have completed work in the city or county.

If Commerce determines a city subject to targeted review is not in compliance, Commerce shall notify the city of the deficiencies identified and propose amendments to correct any deficiencies.

The city has 120 days to amend its housing element and any relevant housing development regulations to address any deficiencies noted by Commerce in its decision and must submit any amendments to its housing element or housing development regulations to Commerce in the same manner of the initial application for review. Commerce may extend the 120-day correction period with written agreement of the city or county.

2027-08 I Review and update zoning and development regulations re affordable housing on property owned by religious organizations as needed per 2SHB 1859: Expanding opportunities for affordable housing developments on properties owned by religious organizations.

Compliance deadline: None given. Bill effective June 11, 2026
What State Law Requires: To qualify for a density bonus, affordable housing developed on property owned by a religious organization must maintain:

- at least 50 percent of housing set aside for low-income households with an adjusted household income at or below 80 percent of area median; or
- at least 20 percent of housing set aside for very low-income households with an adjusted household income at or below 50 percent of area median.

A planning city or county may establish policies to require a greater amount of affordable housing for a property to qualify for a density bonus. A fully planning city must develop policies to implement a density bonus if it receives a request from a religious organization.

2027-09 | Allow Pre-approved Accessory Dwelling Unit (ADU) Designs.

Compliance Deadline: None – municipal discretion
What State Law Requires: Not applicable

Washington law allows the voluntary use of "pre-approved" accessory dwelling unit (ADU) building plans. A number of jurisdictions have adopted processes by which property owners can choose to use a pre-approved ADU plan, thereby by potentially saving time and money, including Kitsap County, Kirkland, Lacey, Leavenworth, Renton, and Seattle.

In 2025, Pierce County reached out to cities regarding jointly developing a pre-approved ADU program in partnership with SSHA^{3}P. It is anticipated that this effort's outputs will be available for Lakewood to consider in the 2027 cycle.

2027-10 | Update Lakewood Comprehensive Plan to include 2024 Tree Canopy Assessment Data.

Compliance deadline: Not applicable
What State Law Requires: Not applicable

2027-11 | Update Lakewood Municipal Code (LMC) to incorporate updates to 18A.40.027 use table, associated development regulations, and cross-references.

Compliance deadline: Not applicable
What State Law Requires: Not applicable

2027-12 | Update Lakewood Municipal Code (LMC) to add "Construction Storage" as an allowed Commercial 3 / Industrial Use to LMC 18A.40.027.

Compliance deadline: Not applicable
What State Law Requires: Not applicable

2027-13 | Update Lakewood Municipal Code (LMC) at LMC Chapter 2.90 to reduce terms of Planning Commissioners from 5 years to 4 years consistent with other City boards and commissions and with other jurisdictions' planning commission terms.

Compliance deadline: Not applicable
What State Law Requires: Not applicable

2027-14 | Review Comprehensive Plan Land Use Policy UD-2 for three amendments per City Council Direction

Planning Commission Recommendation: Do not include in 2027 Docket
PPW Recommendation: Include in 2027 Docket

Compliance deadline: Not applicable
What State Law Requires: Not applicable

Request from CM Brandstetter: Suggest that the following provisions of UD 2.1 plan are dated and have not recently been reviewed. Propose such a review or amendments on the 2027 Comprehensive Plan Amendment Docket

UD-2 Establish a system of gateways and urban corridors to provide identity to the city, foster appropriate commercial uses, and enhance the aesthetic character of the city.

Suggest the following amendments to UD 2.1 and 2.2:

UD-2.1 Provide appropriate design improvements to treat the following streets as urban corridors:

- The full length of Bridgeport Way; [Shorten this segment to " Bridgeport Way from I-5 to Gravelly Lake Drive. This is a doable and impactful project aligned with the Council amendment to the TIP]
- Gravelly Lake Drive from Nyanza Road to Steilacoom Boulevard;

- 100th Street from Gravelly Lake Drive to S. Tacoma Way;
- S. Tacoma Way and Pacific Highway Southwest from the Tacoma City limits to Ponders Corner; [Shorten this segment to S. Tacoma Way from Tacoma City Limits to 100th St SW address a viable corridor corresponding to the International District]
- 112th Street from Nyanza Road to Bridgeport Way; [Amend to 112th Street from Gravelly Lake Drive to Bridgeport Way. 112th Street does not extend to Nyanza.]
- N. Thorne Lane from I-5 to Portland Street;
- ~~W. Thorne Lane between Portland Street and Union Avenue~~; [Delete. The redesign of the I-5 Freedom Bridge intersection makes it an unlikely segment to benefit from being considered a corridor. It is a residential street and when a sewer project was institutes her is was not designed with corridor elements such as commercial uses in mind.]
- Portland Street between N. Thorne Lane and W. Thorne Lane; [Consider extending the corridor designation to the Camp Murray Gate]
- Union Avenue from Berkeley Avenue to Spruce Street; [Amend the segment to extend from Berkley Ave to the North Thorn Lane traffic circle]; and
- ~~Spruce Street from Union Avenue to Portland Avenue~~. [Delete. Spruce Street is no longer a through street Union to Portland.]
- [Add: Central Business District Green Street Loop]
- Consider adding appropriate segments of Steilacoom Blvd and Custer Road to foster the goals in UD-2 for development as urban corridors.

UD-2.2 Provide appropriate design improvements to treat the following intersections as major gateways:

- South Tacoma Way at Tacoma City limits;
- 84th Street at I-5;
- SR 512/I-5 at South Tacoma Way;
- Bridgeport Way at South Tacoma Way/I-5;
- Nyanza Boulevard at I-5;
- N. Thorne Lane at I-5;
- Steilacoom Boulevard at west city limits;
- Berkeley Avenue SW at I5 off ramp/
- Bridgeport Way at University Place city limits;
- ~~Bridgeport Way at Gravelly Lake Drive;~~ [Delete. It is a major intersection; however, it does not seem to be a gateway]
- ~~100th Street at Gravelly Lake Drive;~~ [Delete. It is a major intersection; however, it does not seem to be a gateway]
- 100th Street at Bridgeport Way.
- [Consider adding Lakewood Drive at 74th Street, which is a gateway from two directions]

2027-15 | Update Comprehensive Plan Energy and Climate Change Element and Natural Environment Element to incorporate Natural Environment and Climate Change (NECC) Recommendations from NECC Task Forces.

Compliance deadline: June 30, 2029
What State Law Requires:

- Update the Energy and Climate Change Element to include a Greenhouse Gas (GHG) sub-element and climate resiliency sub-element consistent with E2SHB 1181:
    - develop a local greenhouse gas (GHG) emission inventory, conduct a Vehicle Miles Traveled Per Capita (VMT) study, and project GHG emission reductions; and
    - explore expected local climate impacts; audit existing plans and policies for climate resilience opportunities, gaps, and barriers; assess local assets' climate vulnerability and risk; and develop and prioritize science-based climate resilience.

- Update the Land Use Element to:
    - include green spaces, urban and community forests. Give special consideration to achieving environmental justice in the element's goals and policies; and
    - reduce and mitigate the risk to lives and property posed by wildfires by using land use planning tools.

- Develop an Urban Heat Resilience Strategy.
- Develop Native & Climate-resilient Planting Plans for Municipal Projects.
- Finalize the City's Urban Forest Management/Master Reforestation Plan.

2027-16 | Update Lakewood Municipal Code (LMC) to incorporate Natural Environment and Climate Change (NECC) Recommendations from NECC Task Forces.

Compliance deadline: June 30, 2029
What State Law Requires:

- Update the Energy and Climate Change Element to include a Greenhouse Gas (GHG) sub-element and climate resiliency sub-element consistent with E2SHB 1181:
    - develop a local greenhouse gas (GHG) emission inventory, conduct a Vehicle Miles Traveled Per Capita (VMT) study, and project GHG emission reductions; and
    - explore expected local climate impacts; audit existing plans and policies for climate resilience opportunities, gaps, and barriers; assess local assets' climate vulnerability and risk; and develop and prioritize science-based climate resilience.

- Update the Land Use Element to:
    - include green spaces, urban and community forests. Give special consideration to achieving environmental justice in the element's goals and policies; and

    - reduce and mitigate the risk to lives and property posed by wildfires by using land use planning tools.

- Develop an Urban Heat Resilience Strategy.
- Develop Native & Climate-resilient Planting Plans for Municipal Projects.
- Finalize the City's Urban Forest Management/Master Reforestation Plan.

2027-17 | Update Lakewood Municipal Code (LMC) to allow permanent or semi-permanent "food truck pods."

Compliance Deadline: None – municipal discretion
What State Law Requires: Not applicable

To allow for the City to additional research where other jurisdictions have allowed "food truck pods", conduct stakeholder outreach, and prepare potential zoning and regulatory amendment language.

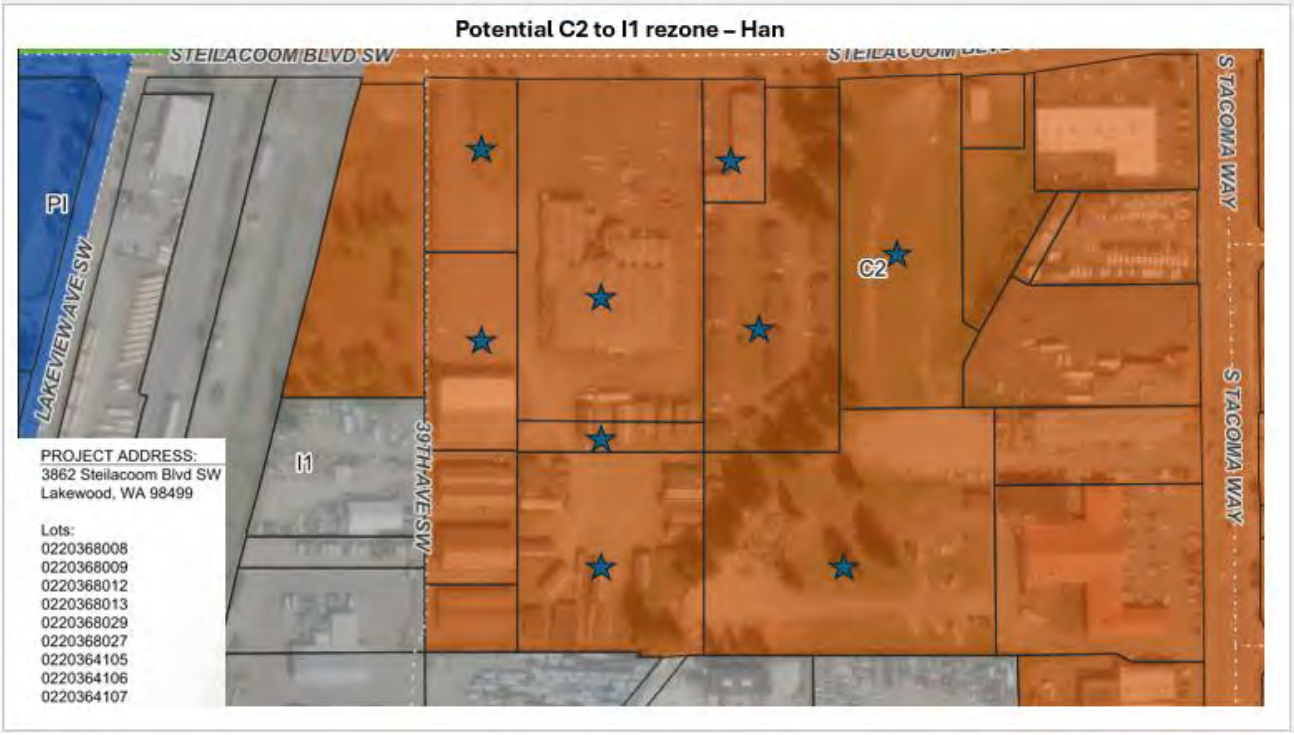
2027-18 I Private rezone – Redesignate/rezone parcels 0220368009, -012, -013, -027, -029; and 0220364105 and -107 (Addresses: 3706, 3707, 3708, 3840, 3852, 3862, 3880, and 3884 Steilacoom Blvd. SW S.; and 9200 S. Tacoma Way.)

Current designation and zoning: Commercial Corridor (CC) / Commercial 2 (C-2)
Proposed designation and zoning: Industrial (I) / Industrial 1 (I-1)

From Application Materials:
The purpose of the rezone is to allow development of Industrial Outdoor Storage (IOS) and other employment-generating industrial uses that are not permitted under the current Commercial 2 zoning designation.

This request is intended to provide greater flexibility for development of the interior portions of the property while continuing to preserve opportunities for commercial and flex-building development along the Steilacoom Boulevard SW frontage. The applicant remains committed to maintaining the commercial character of the corridor by developing or marketing commercial and flex commercial space along the street frontage, while utilizing the less visible interior portions of the site for industrial outdoor storage and related industrial activities.

The proposal recognizes the unique location of the property, which functions as a transition area between the established commercial corridor to the north and east and existing Industrial 1-zoned properties immediately to the south and west. The requested zoning change will allow the site to better integrate with the surrounding industrial area while preserving the commercial presence along Steilacoom Boulevard SW.



2027-19 I Private rezone – Redesignate/rezone parcels 2200000172, -173, -192 (Address: 15515 Maas Lane SW)
Current designation and zoning: Neighborhood Business District (NBD) / Neighborhood Commercial 2 (NC2)
Proposed designation and zoning: Commercial (C) / Commercial 2 (C2)

From Application Materials:
The request is grounded in the property's direct adjacency to the reconstructed I-5/Berkeley Street interchange, the functional mismatch between the site's current NC2 designation and its actual context, and the site's consistency with recent public and private investment along this segment of the I-5 corridor.

The subject property no longer fits the NC2 profile. Since the current NC2 designation was applied, WSDOT has completed a full reconstruction of the Berkeley Street interchange, including a new southbound on-ramp and a rebuilt overpass, placing the property's frontage directly at a freeway access point rather than within a walkable neighborhood commercial node. A parcel whose primary access and visibility come from an interstate off-ramp is, by definition, oriented to the regional transportation network that the C2 district exists to serve - not to the local, pedestrian-scale neighborhood market that NC2 is designed to protect and cultivate.





2027-20 I Private Rezone – Redesignate/rezone the MR2 portion (the four-plex portion) of Parcel 5400000541 and all of Parcel 5400000610 (Address: 10240 Bridgeport Way SW)

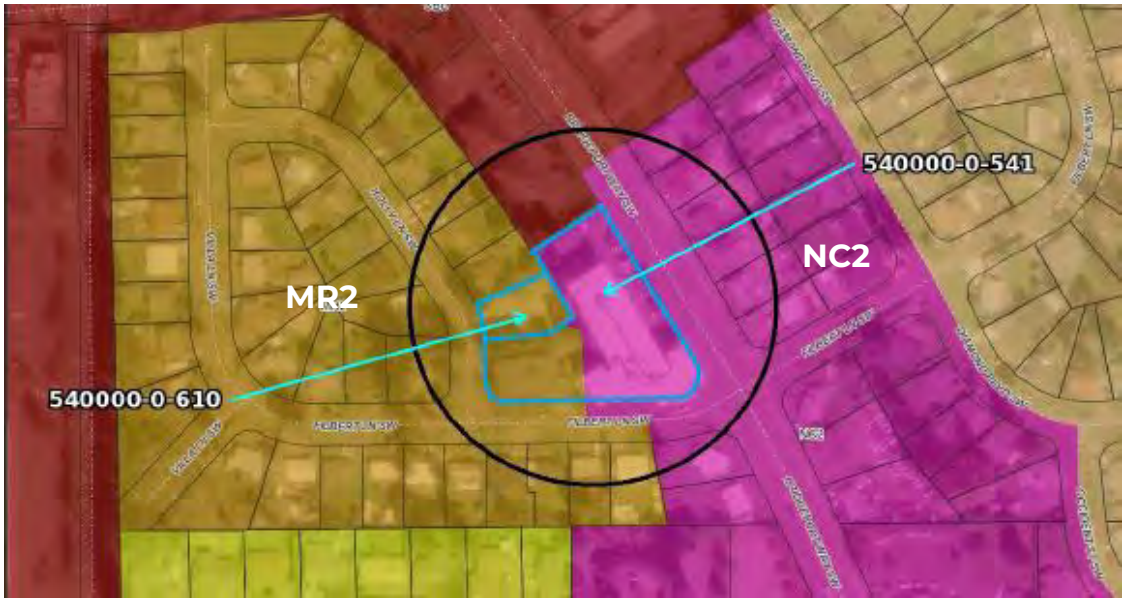
Planning Commission Recommendation: Do not include in 2027 Docket
PPW Recommendation: Include in 2027 Docket

Current designation and zoning: Mixed Residential (MR) / Mixed Residential 2 (MR2)
Proposed designation and zoning: Neighborhood Business District (NBD) / Neighborhood Commercial 2 (NC2)

From Application Materials:
The Property consists of two parcels under split zoning. Parcel 540000-0-541 (the larger, easterly parcel) is itself split: its eastern portion, containing the existing mixed-use building (combining commercial and residential uses) fronting Bridgeport Way SW, is zoned Neighborhood Commercial 2 (NC2); its western portion, containing an existing four-plex, is zoned Mixed Residential 2 (MR2). Parcel 540000-0-610, the smaller parcel to the northwest containing the rear parking area, is entirely zoned MR2.

The applicant requests that the MR2 portions of the Property - the four-plex portion of Parcel 540000-0-541 and all of Parcel 540000-0-610 - be rezoned to NC2, unifying the Property under a single zoning designation. NC2 is a mixed-use district that expressly permits residential use alongside retail, office, and local services, and permits residential density up to 35 dwelling units per acre, compared to 14.6 dwelling units per acre under MR2 (LMC 18A.60.030, 18A.60.040).

This increased density allowance, combined with NC2's reduced minimum lot size and greater permitted lot coverage relative to MR2, provides the flexibility needed to potentially convert a portion of the existing commercial space (fronting Filbert Ln SW) into additional residential units across the Property.



2027-21 | Private rezone - Redesignate/rezone parcel #0220364100 (Address: 3615 Steilacoom Boulevard SW) [Continued from 2026 CPA Cycle (#2026-21)]
Current designation: Corridor Commercial (CC) / Current zoning: Commercial 2 (C-2)
Proposed designation: Neighborhood Business District (NBD) / Proposed zoning: Neighborhood Commercial 2 (NC2.)

As of June 11, 2026, E2SSB 6026 prohibited cities with a population of over 30,000 from excluding residential uses in areas zoned for commercial or mixed-use development, with some flexibilities.

From 26CPA Application Materials:
Request for rezone from C2 Zoning to NC2 Zoning for an existing three-story commercial building, converting the second and third floors to multi-family residential use. The current zoning does not allow residential use, which will lead to greater depopulation at night and create a less safe environment. This is an

existing three-story building with a proposed mixed-use development, featuring retail on the ground level and micro housing units on the second and third floors, totaling approximately 20 units. Mixed-use development with many small housing units will create a vibrant and energetic environment throughout the day, leading to safer neighborhoods.

The site is located on S. Tacoma Way, which is a major street, and the proposed mixed-use development (commercial and residential) will provide more affordable housing and easy access to public transportation. Mixed-use development with small housing units will work well with this location, which provides retail and accommodations. The proposed micro-housing units will provide better opportunities for healthy and clean living conditions with low monthly rents, which are more suitable for low-income individuals and contribute to improved welfare.





2027-22 I Amend LMC Title 18A to increase the maximum height of fences from 6 feet to 7 feet as allowed by the International Building Code.

Compliance deadline: Not applicable
What State Law Requires: Not applicable

LMC 18A.60.090 (B)

12. *Fences Within the Required Setbacks or Located on the Property Line*. Fences to enclose, screen, or separate areas may be erected within required yard setbacks; provided, that fences or other barriers:

a. Do not obstruct the sight distance of a driveway, private street, or public street.

b. Do not exceed a maximum height of ~~six (6)~~ seven (7) feet within the interior and rear yards.

c. Do not exceed a maximum height of four (4) feet within the front yard;

i. Except that within the back half of a front yard setback on a corner lot, the rear lot line and the rear of the structure may be enclosed with a maximum ~~six (6)~~ seven (7) foot high fence, and

ii. Except that within the required front yard setback of a lot fronting on a principal arterial street, the maximum height shall be ~~six (6)~~ seven (7) feet, and

iii. Except as allowed in conjunction with a design review permit application for commercial/industrial development, the maximum height permitted outright shall be ~~six (6)~~ seven (7) feet. Any fence exceeding ~~six (6)~~ seven (7) feet in height shall first obtain a variance and building permit.

d. In residential zoning districts, are not constructed of barbed wire, razor wire, embedded glass, or other similar materials, construction, or anti-entry techniques that may cause injury.

2027-23 I Amend LMC Section 13.04.160 (C) to allow collection of sewer lien appeal fees.

Compliance deadline: Not applicable
What State Law Requires: Not applicable

Chapter 13.04 SANITARY SEWER CONNECTION

LMC 13.04.160 Appeals

* * *

C. ~~The notice of appeal shall be filed with the City Clerk and contain the following: (1) be conspicuously identified as a notice of appeal; (2) set forth a brief statement setting forth the legal interest of the appellants; (3) the specific order or action protested, together with any material facts claimed to support the contentions of the appellants; (4) the relief sought, and reasons why it is claimed, and why the protested action or notice and order should be reversed, modified or otherwise set aside; (5) the signatures of all persons named as appellants, and their official mailing addresses; (6) the verification (by declaration under penalty of perjury) of each appellant as to the truth of the matters stated in the appeal. No fee shall be required for the filing of the notice of appeal.~~

The notice of appeal shall be filed with the City Clerk through the City's online permit portal. The notice of appeal shall clearly identify what is being appealed, the relief requested and the reasons the order or action should be reversed, modified, or otherwise set aside; provide the name, mailing address, telephone number, and email address of each appellant; and other information pertinent to the appeal. The appellant shall pay the appeal filing fees established in the City's Fee Schedule.

2027-24 I Amend LMC 14.162.080 to be consistent with WA State Department of Ecology's Wetland Guidance for Critical Areas Ordinance (CAO) Updates.

Compliance deadline: Not applicable
What State Law Requires: Not applicable

This amendment would change Lakewood's Category III wetland protection buffer at LMC 14.162.080 from 220 feet to 110 feet, consistent with WA State Department of Ecology's *Wetland Guidance for Critical Areas Ordinance (CAO) Updates*.

Wetland Category	**Buffer width (in feet) based on habitat score**		
	3 – 5 points	6 – 7 points	8 – 9 points
Category I: Based on total score	75 ft	110 ft	225 ft
Category I: Bogs and wetlands of high conservation value	190 ft		225 ft
Category I: Coastal lagoons	150 ft	150 ft	225 ft
Category I: Interdunal	225 ft	225 ft	225 ft
Category I: Forested	75 ft	225 ft	225 ft
Category I: Estuarine	150 ft (buffer width not based on habitat scores)		
Category II: Based on score	75 ft	165 ft	225 ft
Category II: Interdunal wetlands	110 ft	110 ft	225 ft
Category II: Estuarine	110 ft (buffer width not based on habitat scores)		
Category III (all)	60 ft	~~225~~ 110 ft	225 ft
Category IV (all)	40 ft		

Note: This proposed change would also require a locally-initiated amendment to the City's Shoreline Master Program (SMP), codified as both a stand-alone document and at LMC Chapter 16.10. The SMP update would be conducted separately from, but concurrently with, the 27CPA process.

ATTACHMENT B
CITY RESPONSES TO NOVEMBER 2, 2026 PUBLIC HEARING COMMENTS

Name	Comments	City Response
Ebrahim Mirjalili, Resident	Cutting trees with development results in erosion; pollution in water not healthy for population. Review what housing units can be added to existing structures. Review adding housing near railroad on 100th for easy access for low income residents.	Noted.
Mike Cantrell, Applicant Consultant	Supporting #2027-20 (private rezone) as part of 2027 Docket. Noted erroneous listing of existing zoning in staff report.	Noted. Error in staff report corrected for action by CIty Council.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2026	**TITLE:** Approving the 2027 Human Services Funding Allocations.	**TYPE OF ACTION:** __ ORDINANCE
	ATTACHMENTS:	__ RESOLUTION
REVIEW: October 12, 2026 October 19, 2026	2027 Human Services Funding Recommendations	X MOTION NO. 2026-76
		__ OTHER

SUBMITTED BY: Shannon Bennett, Human Services Coordinator

RECOMMENDATION: It is recommended that the City Council adopt the human services funding recommendations presented on October 12, 2026 totaling $550,000 and authorize the City Manager to approve contracts to support human services programs.

DISCUSSION: A competitive application process was used to identify qualified programs to serve Lakewood's most vulnerable populations. A total of forty-one human services funding requests totalling $1,045,664 were received. Upon their initial review, four applications were found to be incomplete and therefore inellibible to be considered for funding. The Community Services Advisory Board (CSAB) conducted a rigorous review process of the remaining 37 applications. All recommended services are within the Council-approved strategic areas of emotional supports and youth programming, access to food, access to health and behavioral health, assistance & homelessness prevention and crisis stabilization and advocacy.

ALTERNATIVE(S): Council could choose to increase funding for various program services, reduce funding for various programs or services, fund additional programs or services or ask for additional review of proposals which meet Council strategies and community needs. Additional review could delay contract awards in January.

FISCAL IMPACT: $550,000 from the general fund human services appropriations.

Prepared by:

Shannon Bennett, Coordinator

Roxanne Miles Department Director

City Manager Review

Attachment A: 2027 Human Services Funding Recommendations

Agency Name	Program(s)	Priority	2027/28 Requested Funding	2027/28 Recommended Funding	Avg. Rated Score
Emergency Food Network	Home Delivery	Access to Food	$ 25,000.00	$ 17,000.00	90
Emergency Food Network	Co-Op Food Purchasing	Access to Food	$ 25,000.00	$ 23,000.00	93
Making a Difference	Eloise's Cooking Pot Food Bank Delivery Program	Access to Food	$ 25,000.00	$ 10,000.00	89
Nourish	Nourishing Food For Families	Access to Food	$ 25,000.00	$ 20,000.00	92
St Leos	Feeding the Hungry in Lakewood	Access to Food	$ 25,000.00	$ 23,000.00	93
Tillicum Community Center	Food Pantry	Access to Food	$ 25,000.00	$ 17,000.00	90
Multicultural Child & Family	Cora's Pantry Food Access Program	Access to Food	$ 25,000.00	$ 7,000.00	85
First Baptist Church of Lake	Loaves & Fishes	Access to Food	$ 5,000.00	$ -	0
		Total Access to Food Request	*$ 180,000.00*	*$ 117,000.00*	
Asia Pacific Cultural Center	Mental Health	Access to Health & Behavioral Health	$ 25,000.00	$ 17,000.00	90
Community Health Care	Behavioral Health Services	Access to Health & Behavioral Health	$ 15,000.00	$ 15,000.00	91
Greater Lakes Mental Healt	Behavioral Health Contact Team (BHCT)	Access to Health & Behavioral Health	$ 25,000.00	$ 20,000.00	92
Lindquist Dental	Uncompensated Dental Care	Access to Health & Behavioral Health	$ 25,000.00	$ 25,000.00	95
TACID	Wellness & Recovery Program	Access to Health & Behavioral Health	$ 25,000.00	$ 7,000.00	84
Lakewood United Pentacos	Freedom Foreward	Access to Health & Behavioral Health	$ 17,164.00	$ 7,000.00	85
Pierce County Project Acce	Donated Care and General Operating	Access to Health & Behavioral Health	$ 20,000.00	$ -	0
		Total Access to Health & Behavioral Health Request	*$ 132,164.00*	*$ 91,000.00*	
Rebuilding Hope	Advocacy and Therapy Sexual Assault Victim Services	Crisis Stabilization	$ 30,000.00	$ 23,000.00	93
Tillicum Community Center	Referrals for Assistance and Community	Crisis Stabilization	$ 25,000.00	$ 10,000.00	89
DADS	LAKEWOOD FATHERHOOD PROGRAM	Crisis Stabilization	$ 25,000.00	$ 7,000.00	98
YWCA	Pierce County Housing Program	Crisis Stabilization	$ 25,000.00	$ 17,000.00	90
PC Coalition for Developme	Resource Navigation Program	Crisis Stabilization	$ 15,000.00	$ 7,000.00	85
Our Sister's House	Trauma-informed, survivor-centered advocacy and victim se	Crisis Stabilization	$ 25,000.00	$ 10,000.00	89
		Total Crisis Stabilization Request	*$ 145,000.00*	*$ 74,000.00*	
Asia Pacific Cultural Center	PLOT Youth	Emotional Supports & Youth Programming	$ 25,000.00	$ 7,000.00	84
B&GC	Social / Emotional Learning	Emotional Supports & Youth Programming	$ 25,000.00	$ 17,000.00	90
Communitites in Schools	Elementary In- School Supports	Emotional Supports & Youth Programming	$ 25,000.00	$ 20,000.00	92
Communitites in Schools	High School In-School Supports	Emotional Supports & Youth Programming	$ 25,000.00	$ 20,000.00	92
Communitites in Schools	Middle School In-School Supports	Emotional Supports & Youth Programming	$ 25,000.00	$ 20,000.00	91
Oasis	Supports for LGBTQ+ Youth in Lakewood	Emotional Supports & Youth Programming	$ 20,000.00	$ 10,000.00	89
Safe Streets	Health is Wealth Youth Program	Emotional Supports & Youth Programming	$ 66,000.00	$ 7,000.00	83
321 Buddy Fundraising	The Opportunity Circle	Emotional Supports & Youth Programming	$ 10,000.00	$ 7,000.00	83
YMCA	Lakewood Childcare Program	Emotional Supports & Youth Programming	$ 25,000.00	$ 10,000.00	88
Mi Centro	College Readiness Support Program	Emotional Supports & Youth Programming	$ 50,000.00	$ 7,000.00	85
Lakewood Baseball Club	Youth baseball	Emotional Supports & Youth Programming	$ 7,500.00	$ -	0
Lakewood's Promise	City Advisory Board / 5 Promises	Emotional Supports & Youth Programming	$ 35,000.00	$ 35,000.00	n/a
		Total Emotional Supports & Youth Programming Request	*$ 338,500.00*	*$ 160,000.00*	
LASA	Emergency Shelter	Housing Assist. & Homeless Prevention	$ 25,000.00	$ 17,000.00	90
LASA	Client Services & Hygeine Center	Housing Assist. & Homeless Prevention	$ 25,000.00	$ 20,000.00	91
Exodus House	Diversion DV Assistance Program	Housing Assist. & Homeless Prevention	$ 50,000.00	$ 7,000.00	84
Tacoma Pro Bono	Client Support Services	Housing Assist. & Homeless Prevention	$ 25,000.00	$ 10,000.00	87
Tacoma Pro Bono	Housing Justice Center	Housing Assist. & Homeless Prevention	$ 25,000.00	$ 10,000.00	89
Communities In Schools	Housing Stability Program	Housing Assist. & Homeless Prevention	$ 25,000.00	$ 9,000.00	88
Supporting The Enlisted (ST	Preventing homeless ness for Military and Veteran Families	Housing Assist. & Homeless Prevention	$ 25,000.00	$ 25,000.00	94
Rebuilding Together South	Community Revitalization Partnership	Housing Assist. & Homeless Prevention	$ 25,000.00	$ 10,000.00	89
CJK Community House	Housing Navigation, Navigation and Stabilization	Housing Assist. & Homeless Prevention	$ 25,000.00	$ -	0
		Total Housing Assist. & Homeless Prevention Request	*$ 250,000.00*	*$ 108,000.00*	
		Total Requested and Recommended Funding	**$1,045,664.00**	**$ 550,000.00**	**89**

Red indicates applications deemed non-responsive for failing to submit all required documents.