



AGENDA

1. Call to Order
2. Attendance Roll Call
3. General Public Comment
4. Presentation on 2026 MLT Community Events
5. Review Agreement with Musco Lighting for Tennis Courts
6. Presentation on 4th Quarter Financial Update
7. Review Interlocal Agreement with City of Lynnwood for Sewer Overflow Agreement
8. Review Interlocal Agreement with City of Lynnwood for Emergency Water Interties
9. City Manager's Report
10. Review April 2, 2026 Meeting Agenda
11. Council Comments
12. Adjournment

To listen to the meeting via telephone, call 1-253-215-8782. To watch the meeting online: 1) Go to <https://zoom.us/join>; 2) Enter meeting ID 810 1113 9518 and click "join." No passcode needed.

To provide public comment or testimony remotely (via Zoom or telephone), please refer to the Public Comment and Public Hearing Testimony Protocol on the city website <https://www.cityofmlt.com/129/Agendas-and-Minutes>.

To submit written public comment or hearing testimony, mail to/drop off at City Hall (23204 58th Avenue W., Mountlake Terrace, WA 98043) or email remarks to Jennifer Joki, jjoki@mltwa.gov, no later than 4 p.m. on the public hearing date.

No person shall make personal attacks or threatening remarks while addressing the Council which disrupts,

disturbs, or otherwise impedes the orderly conduct of the meeting. All hate speech will be construed as threatening remarks.



CITY OF
**MOUNTLAKE
TERRACE**



CITY OF
**MOUNTLAKE
TERRACE**

2026 Community Events

City Council Work Session: March 26, 2026

Andrew Appelwick, Events Coordinator

PURPOSE

- Present to Council the 2026 community event schedule including planning and partnerships.



AGENDA

- 2026 Event Calendar
- Event Expansion
- Community Investment
- Sponsorship Guide



COUNCIL GOALS

- Growing a Vibrant Community
- Responsible Governance to Ensure Desired Level of Service
- An Informed and Engaged Community



2026 EVENT CALENDAR

- 3/29 Girl Rising- A Community Celebration
- 4/11 April Pools Day
- 4/23 Children's Day Celebration
- 4/25 Arbor Day in Action
- 5/2 AANHPI Heritage Festival: Celebrating Cultures Across the Pacific
- 6/5 MLT Pride
- 6/14 Juneteenth: More Than A Day (Co-sponsored w/ Sno-Isle Libraries)
- 7/3 3rd of July Family Celebration
- 7/9 Terrace Summer Nights: Music
- 7/16 Terrace Summer Nights: Music
- 7/17 MLT Parade (Not a City Event)
- 7/23 Terrace Summer Nights: Music
- 7/30 Terrace Summer Nights: Music
- 8/1 Terrace Summer Nights: Movie
- 8/4 National Night Out
- 8/8 Terrace Summer Nights: Movie
- 8/13 Bubble Play Day
- 8/14 Terrace Summer Nights: Movie
- 8/21 Terrace Summer Nights: Movie
- 9/12 National Day of Service
- 9/12 Luminaria Walk
- 12/4 42nd Tree Lighting



EVENT EXPANSION

2025

- Bubble Play Day
- Luminaria Walk

2026

- MLT Pride



COMMUNITY INVESTMENT

- 3rd of July: averaged 10,000 attendees the past 2 years.
- Terrace Summer Nights: increased artist applicants from 16 to 49.
- Terrace Summer Nights: attendance up 50% from 2024 to 2025.
- Both new 2025 events saw 200+ attendees.



SPONSORSHIP GUIDE

- This is a full guide to all event sponsorship opportunities.
- In 2025 we moved to a tier status for most events.
- Chamber members receive \$100 off the Community Partner level to encourage benefit of joining the Chamber.



CITY OF
**MOUNTLAKE
TERRACE**

2026

COMMUNITY

EVENT

Sponsorships

City of Mountlake Terrace
23204 58th Ave W
Mountlake Terrace, WA 98043



cityofmit.com/1758 425-744-6287 AAppelwick@mitwa.gov



DISCUSSION & QUESTIONS

Thank you





STAFF REPORT

To: Mountlake Terrace City Council
From: Jeff Betz, Parks and Recreation Director
Meeting Date: March 26, 2026
Subject: Review Agreement with Musco Lighting for Tennis Courts

Required Reviews:

Jennifer Joki	Created/Initiated - 03/16/2026
Jeff Betz	Approved - 03/16/2026
Sirke Salminen	Approved - 03/20/2026
Hillary Evans	Approved - 03/20/2026
Carolyn Hope	New -

Council Goal(s):

- Responsible Governance to Ensure Desired Level of Service
- Growing our Vibrant Community
- Environmental Sustainability and Resiliency

Legislative History:

May 18, 2020 Council reviewed and approved a resolution to apply for Youth Athletic Facilities grant funds for the tennis courts.

August 16, 2021 Council approved an agreement to receive the Youth Athletic Facilities grant funds for the tennis courts.

February 13, 2024, the City held a hybrid public meeting to share plans for upcoming improvements to Evergreen Playfield Complex including the tennis courts.

Project updates are also reviewed with RPAC at monthly meetings.

Subject Summary:

The outdoor tennis courts at Evergreen Playfield Complex are located along 224th Street Southwest, just east of Evergreen Playfield #3. There are four courts in total. Three courts share a space while the fourth single court sits on its own, a short distance away. The renovation plans include: lighting replacement, upgrades to fencing, repairs to the court surface, new nets, and exterior pathway enhancements. The single upper court will be converted and replaced with lines and nets for three pickleball courts. Currently, the city does not have any pickleball courts for its community members.

Staff are seeking City Council authorization for a contract to replace the lighting. Similar to the Evergreen Playfield #5 lighting project that was completed in 2024, this project at the tennis courts will replace old outdated light poles and fixtures with new poles and efficient LED Luminaires. Direct bury electrical wiring will be replaced with in-ground conduit, and a new control cabinet will be installed.

The city solicited a bid for electrical work via Sourcewell, a purchasing cooperative for local governments, of which the city is a member. A bid of \$276,569.35 (includes tax), was received from Musco Sports Lighting, LLC. Adding a construction contingency of 5% brings the total lighting project budget to \$290,400.

This project, along with many other projects completed at Evergreen Playfields, received financial support from our partners at the Washington State Recreation and Conservation Office. The total project budget is \$559,000, including \$350,000 from a Youth Athletic Facilities grant and the city's required match of \$209,000 from the Parks Capital Improvement Fund.

Financial/Budget Impacts:

Budget Amendment No.
 Required? _____

Budget and Sources:	\$559,000 Total Project Budget, including RCO Grant Reimbursements \$350,000 and Capital Improvement Program \$209,000
Expenditure:	\$290,400
New Appropriation Required + Sources:	N/A

Additional Financial Information:

The Musco contract amount is \$276,569.35 (including tax). An additional 5% contingency is requested, amounting to a total budget of \$290,400.00 to replace the lighting system at Evergreen Playfield Complex - Tennis Courts.

Community Notifications:

City Council Agenda
 If "Other," please specify:

Board/Commission Recommendation:

Staff Recommendation:

Staff recommends the City Council vote to authorize the City Manager to execute the Small Public Works Contract with Musco Sports Lighting, LLC, in a form reviewed and approved by legal council, in an amount not-to-exceed \$290,400. This can be accomplished by adding this item to the Consent Agenda on April 2, 2026.

Council Motion:

N/A

Attachments:

1. Agreement with Musco Sports Lighting (Draft)
2. Musco Contract Presentation

SMALL PUBLIC WORKS CONTRACT

This Agreement (“Agreement”) is dated effective this ____ day of April, 2026. This Agreement is by and between the City of Mountlake Terrace, a Washington municipal corporation (“City”), and MUSCO Sports Lighting (“Contractor”), collectively known as the parties (“Parties”).

Project Name: Evergreen Playfields - Tennis Courts/Pickle Ball Courts Lighting

Commencing: _____

Terminating: December 31, 2026

Amount Not to Exceed: \$ 276,569.35 (includes WA State sales tax, if applicable)

RECITALS

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, pursuant to the invitation of the City, extended through Sourcewell (Cooperative Purchasing Contract #041125-MSL), of which the City is a member, Contractor filed with the City a proposal containing an offer; and

WHEREAS, the City desires to have Contractor perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree to the following terms and conditions:

1. Scope of Work to be Accomplished. Contractor shall perform the services described in Exhibit A of this Agreement (“Work”). Contractor shall provide and bear the expense of all equipment, materials, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Agreement, unless otherwise specified in the attached plans, specifications, or Scope of Work. Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state, and local laws and regulations applicable to the performance of such services.

2. Contract Documents. This Agreement consists of the following documents, which are all incorporated by reference:

- a) This Agreement and all Exhibits attached thereto;
- b) The Request for Proposal, Invitation to Bid, or other City-issued request for project submittals;
- c) The submitted project quote, bid or proposal;
- d) Scope of Work;

- e) Maps and plans;
- f) Special provisions, if any; and
- g) All documents required under this Agreement, including but not limited to:
 - Documentation evidencing insurance
 - Copy of Contractor's state contractor license and UBI number
 - Copy of Contractor's business license
 - Employment Security Dept Number, if applicable
 - State Excise Tax Registration, if applicable
 - Industrial Insurance coverage, if applicable
 - Proof of required Prevailing Wage/Public Works Training (per RCW 39.04.350 effective 7/1/2019 or proof of exemption, if applicable)

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. Payment. The City shall pay Contractor for the Work rendered according to the following procedures and subject to the following requirements.

3.1 Contractor shall submit invoices for the Work performed to the City of Mountlake Terrace Finance Department. The City agrees to pay Contractor for the **actual** Work completed to the satisfaction of the City and in conformance with this Agreement. There is no guarantee that the full contract amount will be expended. The City shall pay Contractor for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 If Prevailing Wages are required, the invoice must bear the following signed statement:

I certify that wages paid under this contract are equal or greater than the applicable wage rates set forth in the Washington State Prevailing Wage rates for Public Works Contracts issued by the State of Washington Department of Labor & Industries.

3.3 Contractor shall complete and return the attached **Form W-9** (Request for Taxpayer Identification Number) prior to or along with the first invoice submittal. In order for Contractor to receive payment from the City, Contractor must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied the City with their correct Tax Identification Number or Social Security Number.

3.4 If during the course of this Agreement, the work rendered does not meet the requirements set forth in this Agreement, Contractor shall correct or modify the required

work to comply with the requirements of this Agreement. The City shall have the right to withhold payment for such work until it meets the requirements of this Agreement. No payments shall be made for any work performed by Contractor except for the work identified and set forth in this Agreement.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of this Agreement and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its subcontractors and suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor or supplier.

4.2 With respect to all warranties, express or implied, for Work performed or materials furnished according to this Agreement, Contractor shall:

- a) Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
- b) Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
- c) Enforce all warranties for the benefit of the City; and
- d) Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in this Agreement.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to this Agreement, Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in this Agreement or by applicable law.

5. Change Orders. Changes to the Scope of Work to be performed, the amount of the total contract amount, or in the time for completion of the Work, shall be accomplished only by a written Change Order, signed by Contractor and the City, in advance of the proposed change. Once effective, Contractor shall proceed promptly with the Work as modified, unless otherwise provided in an executed amendment.

6. Insurance Indemnification/Hold Harmless. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from claims, injuries, damages, losses, or suits including attorney fees, arising out of, in connection with, the performance of this Agreement, or incident to any negligent or intentional acts, errors or omissions, or conduct of Contractor (or its employees, agents, representatives, subcontractors/subconsultants) in

performance of this Agreement, whether such claims sound in contract, tort, or other legal theory, except for injuries and damages caused by the sole negligence of the City.

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 Contractor and the City, its officers, officials, employees, or volunteers, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

6.1 Insurance Term. Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of Contractor's Work through the term of this Agreement and for thirty (30) days after the physical completion date, unless otherwise indicated herein.

6.2 No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

6.3 Minimum Scope of Insurance. Contractor's required insurance shall be of the types and coverage as stated below:

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - i. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
- 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, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under Contractor's Commercial General Liability insurance policy with

respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

- c) Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
 - i. If Contractors Pollution Liability insurance is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this Agreement is completed.
 - ii. The City shall be named by endorsement as an additional insured on Contractors Pollution Liability insurance policy.
 - iii. If the Scope of Services as defined in this Agreement includes the disposal of any hazardous materials from the job site, Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this Agreement. Coverage certified to the City under this Section must be maintained in minimum amounts of \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.
- d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.4 Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- 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 and \$2,000,000 products-completed operations aggregate limit.

6.5 City Full Availability of Contractor Limits. If Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available

limits of Commercial General and Excess or Umbrella liability maintained by Contractor, irrespective of whether such limits maintained by Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Contractor.

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

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

6.8 Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of Contractor before commencement of the work. Upon request by the City, Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

6.9 Subcontractors' Insurance. Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of Contractor-provided insurance as set forth herein, except Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

6.10 Notice of Cancellation. Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

6.11 Failure to Maintain Insurance. Failure on the part of Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Contractor to correct the breach, immediately terminate this 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 City on demand, or at the sole discretion of the City, offset against funds due Contractor from the City.

7. Prevailing Wage. This Agreement is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Agreement shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28

RCW, and any further laws or regulations applicable because of federal funding, including the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Agreement. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Contractor shall file an [Intent to Pay Prevailing Wage form](#). Contractor shall submit the Intent forms, approved by L&I to the City with payment request. No payment will be issued to Contractor until the City receives approved forms. If any work is subcontracted on this project, an approved Intent form must be submitted for each sub-contractor.

8. Assignment/Delegation. Contractor shall not assign this Agreement nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. Applicable Law; Venue. This Agreement shall be subject to, and Contractor shall at all times comply with, all applicable federal, state, and local laws, regulations, and rules, including the City of Mountlake Terrace Municipal Code, and regulations and ordinances of the City. This Agreement shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Snohomish County, Washington.

10. Business License. Contractor is required to obtain a City of Mountlake Terrace business license prior to performing any services and maintain the business license in good standing throughout the term of this Agreement.

11. Termination.

11.1 The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days’ prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by Contractor pursuant to this Agreement shall be submitted to the City within 10 days of termination or suspension.

11.2 In the event this Agreement is terminated or suspended, Contractor shall be entitled to payment for all services satisfactorily performed prior to the date of termination and reimbursable expenses incurred to the date of termination.

11.3 This Agreement may be terminated immediately if Contractor's insurance coverage is canceled for any reason, or if Contractor fails to timely perform the services or defaults on any other material obligations under this Agreement.

11.4 Any termination of this Agreement shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against Contractor for the violation or nonperformance of any provisions of this Agreement.

12. Duration. The term of this Agreement shall commence upon the effective date of this Agreement and shall expire on December 31, 2026.

13. Bonding and Retainage.

13.1 Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, Contractor shall provide the City a payment and performance bond for the total contract sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

13.2 Retainage. The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by Contractor within fourteen (14) calendar days of Contractor's execution of this Agreement.

14. Independent Contractor. For all purposes, Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

15. Title VI Compliance.
(Appendix A – Title VI Assurances)

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

15.1 Compliance with Regulations. Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

15.2 Non-discrimination. Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the

discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

15.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

15.4 Information and Reports. Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

15.5 Sanctions for Noncompliance. In the event of a contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

- a) Withholding payments to Contractor under this Agreement until Contractor complies; and/or
- b) Cancelling, terminating, or suspending a contract, in whole or in part.

15.6 Incorporation of Provisions. Contractor will include the provisions of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Appendix E – Title VI Assurances)

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

16. Non-Endorsement. As a result of the selection of Contractor to supply services to the City, Contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the prior express written consent of the City.

17. Records Request. When the City provides Contractor with notice of a Public Records Request, Contractor agrees to save, hold harmless, indemnify and defend the City, its officers, agents, employees and elected officials from and against claims, lawsuits, fees, penalties and costs resulting from Contractor's violation of the Public Records Act RCW 42.56, or Contractor's failure to produce public records as required under the Public Records Act. Records shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past any formal retention period imposed by Washington State Archives, grant or other applicable law or regulation.

18. Non-Collusion. By signature below, Contractor acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

19. Waiver. Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

20. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this Agreement or for breach of this Agreement by the other party, the Parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

21. Entire Contract/Binding Effect. This Agreement constitutes the entire agreement between the Parties hereto.

22. Modification. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the Parties.

23. Severability. If any provision of this Agreement is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

24. Records Keeping & Reporting.

24.1 Contractor at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by Contractor under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#).

24.2 Contractor shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to Contractor's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of Contractor's activities which relate, directly or indirectly, to the Agreement.

24.3 On payment to Contractor by the City of all compensation due under this Agreement, all finished or unfinished documents and material prepared by Contractor with funds paid by the City under this Agreement shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by Contractor under this Agreement shall not be made available to any individual or organization by Contractor without prior written approval of the City or by court order.

24.4 Contractor will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

24.5 Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Contractor shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this agreement.

24.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

25. Dispute Resolution. All disputes or claims arising under this Agreement ("Disputes") shall be resolved as set forth in this Section.

25.1 **Informal Resolution.** In the event of a Dispute, a party shall notify the other party of the Dispute with as much detail as possible. The City and Contractor shall use good faith efforts to resolve the Dispute within ten (10) business days after receipt of a Dispute notice. If the Parties' business representatives are unable to resolve the Dispute, then either party may initiate mediation as a condition precedent to Formal Resolution. Pending resolution of the Dispute, both Parties will continue without delay to carry out all their respective responsibilities under this Agreement.

If such matter relates to or is the subject of a lien arising out of Contractor's services, Contractor may proceed in accordance with applicable law to comply with the lien notice

or filing deadlines prior to resolution of the matter by mediation or by Formal Resolution.

If the Parties are unable to resolve the dispute through initial informal resolution above, the City and Contractor may endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. Mediation shall proceed in advance of Formal Resolution.

The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the mediator is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

25.2 Formal Resolution. If the Parties hereto are unable to resolve a dispute pursuant to the procedure set forth above, the method of dispute resolution shall be litigation in a court of competent jurisdiction. Venue for any action under this Agreement shall be Snohomish County, Washington.

25.3 Injunctive Relief. Nothing contained in this Section shall limit or delay the right of either party to seek injunctive relief from a court of competent jurisdiction, whether or not such party has pursued informal resolution in accordance with this Section.

26. Notices. Any notice required by this Agreement may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given three (3) days after the date of the postmark. Notices shall be delivered or mailed to the following:

To the City: Donnelle Dayao
City of Mountlake Terrace
23204 58th Avenue W.
Mountlake Terrace, WA 98043

To Contractor: Tim Butz
Musco Sports Lighting, LLC
PO Box 808
Oskaloosa, IA 82877

Executed on the dates written below.

CONTRACTOR
Musco Sports Lighting, LLC

CITY OF MOUNTLAKE TERRACE

By:

By:

Name, Title

Jeff Niten, City Manager

Address:
PO Box 808
Oskaloosa, IA 52577

23204 58th Avenue W.
Mountlake Terrace, WA 98043

Date: _____

Date: _____

Approved as to form:

Hillary J. Evans, City Attorney

Quote

Date: February 2nd, 2026
Expiration date: 08/27/2026
To: Donnelle Dayao – City of Mountlake Terrace

Project: Evergreen Playfields 3
Mountlake Terrace, WA
Musco Project Number: 233029

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 08/27/2026
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 041125-MSL

Tennis/Pickleball Courts

Quotation Price – Materials Delivered to Job Site and Installation

3 Tennis Courts	\$81,885.00
1/2 Tennis Court	\$71,704.00
Deduct TLC – LED 550 (2@ \$3500.00)	(\$7,000.00)
Installation	\$103,700.00
Total	\$250,289.00

Sales tax is not included.

Quote is confidential. Pricing and lead times are effective for 180 days only

SportsCluster® System with Total Light Control – TLC for LED™ technology

Guaranteed Light Performance

- Guaranteed light levels of 30fc and uniformity of 2.5/1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- 7 – Precast concrete foundations
- 7 – Galvanized steel poles
- 7 – Pole top assemblies
- 18 - Factory aimed and assembled luminaries
- All mounting hardware and custom mounts
- Pole length wiring harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies

Control Systems and Services

- Lighting contactor cabinet to provide onsite on/off control
- Player-activated pushbutton control system with strobe to provide timed on/off control (Tennis Courts)
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years



Quote

- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- 25-year materials warranty, with onsite labor included

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

- Unload Musco equipment
- Installation of precast concrete foundations
- Assemble and stand Musco poles
- Conduit, wire and electrical connections between the in-ground boxes and each Musco pole
- Energize and commission

Scope of Work:

The work shall be completed by, a licensed Electrical Contractor, Licensed in the State of Washington.

The Musco Light Structure System installation includes, unloading of the Musco equipment upon arrival to the job site, assembly and mounting of light fixtures/fixture assemblies, electrical enclosures and wiring harnesses on the existing poles. Wiring of the Lighting System is from the light fixtures assemblies down to the remote electrical enclosures at the base of each pole where they will be terminated on the Musco supplied disconnect breaker.

Locate and expose the existing direct bury electrical wiring along the 3rd baseline near the softball seating area. Trench/bore and install conduit from the connection point near the softball field to each new Musco pole location. Install an in-ground box next to each Musco pole and one at the connection point. Install new conductors from the connection point to each in-ground box and from each in-ground box to the landing lugs inside the Musco pole mounted driver enclosure. Install a new Musco control and monitoring cabinet next to the in-ground box at the connection point, pull the conductors in from the in-ground box and land them inside control cabinet. Energize the lighting system and commission the controls

Note that this scope includes the heavy equipment needed to remove all existing lighting equipment and install the new Musco equipment. It is assumed that access to each pole is available and that all fencing will be removed to ensure access to each pole location. We will take all precautions necessary to minimize damage to the site. Site restoration shall be by others. The electrical permit is included; any other required permits will be by others.

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- The owner of the field is responsible for the structural integrity of the existing poles and/or structures

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:



Quote

Musco Sports Lighting, LLC
Attn: Beth Sheeley
Fax: 800-374-6402
Email: musco.contracts@musco.com

**All purchase orders should note the following:
Sourcewell purchase – contract number: 041125-MSL**

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2021 IBC 100, Exposure C.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- The control and monitoring cabinet will be left on site for installation by others.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Tim Butz, Sales Rep
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 503/720-6625
E-mail: tim.butz@musco.com





CITY OF
**MOUNTLAKE
TERRACE**



CITY OF
**MOUNTLAKE
TERRACE**

Review Agreement with Musco Lighting for Tennis Courts

City Council Work Session: March 26, 2026

Jeff Betz, Recreation and Parks Director

PURPOSE

- Review the Small Public Works Contract with Musco Sports Lighting for electrical work to be completed at the Evergreen Tennis Courts.



AGENDA

- Council Goals
- Legislative History
- Subject Summary
- Scope of Work
- Timeline
- Finance and Budget
- Staff Recommendation
- Questions

COUNCIL GOALS

- Growing a vibrant community
- Responsible governance to ensure desired level of service
- Environmental Sustainability and Resiliency.



LEGISLATIVE HISTORY

- May 18, 2020 Council reviewed and approved a resolution to apply for Youth Athletic Facilities grant funds for the tennis courts.
- August 16, 2021 Council approved an agreement to receive the Youth Athletic Facilities grant funds for the tennis courts.
- February 13, 2024, the City held a hybrid public meeting to share plans for upcoming improvements to Evergreen Playfield Complex including the tennis courts.
- Project updates are also reviewed with RPAC at monthly meetings.

SUBJECT SUMMARY

- Evergreen Playfield Complex
 - Multifacility site
 - Phased Improvements

Park Overview – Current Condition



- ① Restroom Building
- ② Maintenance Building
- ③ Upper Parking Lot (54 parking stalls)
- ④ Field #3
- ⑤ Upper Tennis Court (1 court)
- ⑥ Lower Tennis Courts (3 courts)
- ⑦ Lower Parking Lot (22 parking stalls)
- ⑧ Walkway from Field #3 to 224th St. SW



SCOPE OF WORK

Court Lighting - MUSCO

- Replace existing poles and fixtures
- New LED luminaires
- New conduit
- New control cabinet



SCOPE OF WORK

Other Outdoor Court Facility Improvements (FUTURE)

- Court repairs, resurfacing, lines, and nets
- Fence replacement
- Pathway improvements
- Parking adjustments (ADA lines)
- Convert single tennis court to 3 pickleball courts



TIMELINE

Court Lighting - Installation

Task	Milestone
Contract Execution	April 2026
Permits	May 2026
Construction/Installation (3-5 Weeks)	June – July 2026

FINANCIAL/BUDGET IMPACTS

- Revenue (\$559,000)
 - Youth Athletic Facilities (RCO)
\$350,000
 - Capital Improvements Program
\$209,000
- Expenditures (\$290,400)
 - MUSCO Lighting Contract
\$276,570
 - Construction Contingency (5%)
\$13,830



COMMUNITY NOTIFICATION

- Public Meeting
(February 2024)
 - Review project goals and design
 - Design input
 - Addition of pickleball

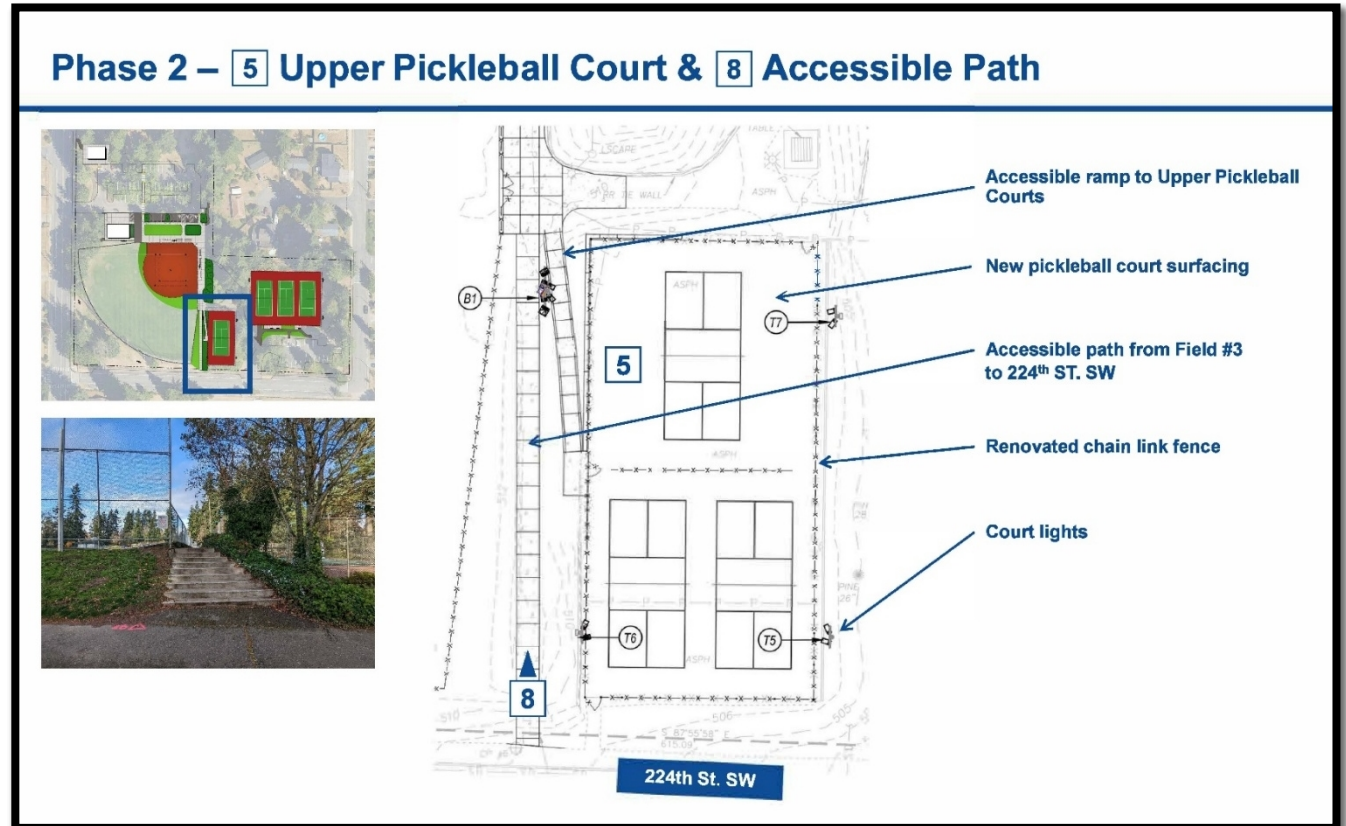
Evergreen Playfield Complex Phase 2
Public Meeting



CITY OF MOUNTLAKE TERRACE RWD Landscape Architects February 13, 2024

BOARD/COMMISSION RECOMMENDATION

- RPAC Updates Monthly
 - Pickleball vs. Tennis



STAFF RECOMMENDATION

Staff recommends the City Council vote to authorize the City Manager to execute the contract with Musco Sports Lighting, LLC, in a form reviewed and approved by legal council, in an amount not-to-exceed \$290,400.

This can be accomplished by adding this item to the Consent Agenda on April 2, 2026.

DISCUSSION & QUESTIONS

Thank you





CITY OF
**MOUNTLAKE
TERRACE**



CITY OF
**MOUNTLAKE
TERRACE**

Q4 Fiscal Year 2025 Financial Report

City Council Work Session : March 26, 2026

Sirke Salminen, CPA, Finance Director

Artus Nemati, Senior Accountant

PURPOSE

Present update to the City's fiscal year 2025 position through the end of Quarter 4



AGENDA

- Fund by Fund Budget to Actuals
- Year End Debt Outstanding



GENERAL BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Property Taxes	\$ 3,934,566	\$ 3,953,943	100%	19,377
Sales Taxes	4,287,242	4,977,760	86%	690,518
Utility Taxes	5,182,215	4,210,606	123%	(971,609)
Gambling Taxes	845,068	1,135,515	74%	290,447
Other Taxes	77,901	66,079	118%	(11,822)
Business, Animal and Other Licenses	182,681	173,415	105%	(9,266)
Development Service Fees	1,591,675	2,414,625	66%	822,950
Cable and Solid Waste Franchise Fees	471,034	315,634	149%	(155,400)
State Shared and Intergovernmental	699,215	687,681	102%	(11,534)
Fines and Forfeitures	122,733	92,381	133%	(30,352)
Other Fees and Charges	214,443	310,121	69%	95,678
Investment Interest	269,268	350,000	77%	80,732
Other Revenues	186,869	25,000	747%	(161,869)
Retainage and Refundable Deposits	1,482,254	-	-	(1,482,254)
Revenues and Other Sources Total	\$ 19,547,166	\$ 18,712,760		
Expenditures and Other Uses				
Salaries and Benefits	\$ 12,750,225	\$ 12,673,887	101%	(76,338)
Supplies	307,004	404,272	76%	97,268
Services	6,618,489	8,880,717	75%	2,262,228
Capital Outlays	224,068	37,000	606%	(187,068)
Reimbursements from Other Funds	(2,697,849)	(3,662,930)	74%	(965,081)
Transfers to Other Funds	3,023,736	3,486,676	87%	462,940
Refunds of Deposits	45,500	-	-	(45,500)
Expenditures and Other Uses Total	\$ 20,271,172	\$ 21,819,622		
Change in Cash and Investments	\$ (724,006)	\$ (3,106,862)		(2,382,856)

HOUSING NEEDS BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Investment Interest	\$ 9,323	\$ 8,000	117%	(1,323)
Expenditures and Other Uses				
Services	\$ 3,523	\$ 22,300	16%	18,777
Change in Cash and Investments	<u>\$ 5,800</u>	<u>\$ (14,300)</u>		(20,100)

STRATEGIC RESERVE BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Investment Interest	\$ 30,462	\$ 23,000	132%	(7,462)
Transfers from Other Funds	78,392	78,392	100%	-
Revenues and Other Sources Total	<u>\$ 108,854</u>	<u>\$ 101,392</u>		
Change in Cash and Investments	<u>\$ 108,854</u>	<u>\$ 101,392</u>		(7,462)

ACCUMULATED LEAVE BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Investment Interest	\$ 1,963	\$ 1,941	101%	(22)
Expenditures and Other Uses				
Salaries and Benefits	\$ -	\$ 46,000	0%	46,000
Change in Cash and Investments	<u>\$ 1,963</u>	<u>\$ (44,059)</u>		(46,022)

RECREATION BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Aquatics	\$ 699,632	\$ 992,000	71%	292,368
Athletic Fitness	173,639	173,300	100%	(339)
Youth Programs	1,767,225	1,353,560	131%	(413,665)
General Recreation	131,025	143,750	91%	12,725
Investment Interest	5,285	-	-	(5,285)
Transfers from Other Funds	753,000	903,000	83%	150,000
Revenues and Other Sources Total	<u>\$ 3,529,806</u>	<u>\$ 3,565,610</u>		
Expenditures and Other Uses				
Salaries and Benefits	\$ 2,891,453	\$ 2,894,128	100%	2,675
Supplies	120,320	121,675	99%	1,355
Services	519,865	596,372	87%	76,507
Capital Outlays	-	1,000	0%	1,000
Expenditures and Other Uses Total	<u>\$ 3,531,638</u>	<u>\$ 3,613,175</u>		
Change in Cash and Investments	<u>\$ (1,832)</u>	<u>\$ (47,565)</u>		(45,733)

SOLID WASTE SERVICE BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Utility Taxes	\$ 44,917	\$ 49,000	92%	4,083
Investment Interest	1,218	-	-	(1,218)
Revenues and Other Sources Total	<u>\$ 46,134</u>	<u>\$ 49,000</u>		
Expenditures and Other Uses				
Services	\$ 74,538	\$ 87,014	86%	12,476
Change in Cash and Investments	<u>\$ (28,404)</u>	<u>\$ (38,014)</u>		(9,610)

STREET OPERATING BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
TBD License Fee	\$ 334,924	\$ 315,601	106%	(19,323)
MV Fuel Tax	300,799	417,818	72%	117,019
Multi-Modal Distribution (ESSB 5987)	17,139	30,143	57%	13,004
Road Impact Fee - Solid Waste Provider	135,252	124,872	108%	(10,380)
Investment Interest	24,880	-	-	(24,880)
Other Revenues	140	10,609	1%	10,469
Transfers from Other Funds	690,000	690,000	100%	-
Revenues and Other Sources Total	<u>\$ 1,503,135</u>	<u>\$ 1,589,043</u>		
Expenditures and Other Uses				
Salaries and Benefits	\$ 615,903	\$ 767,095	80%	151,192
Supplies	109,612	211,000	52%	101,388
Services	525,000	683,480	77%	158,480
Capital Outlays	-	20,400	0%	20,400
Expenditures and Other Uses Total	<u>\$ 1,250,515</u>	<u>\$ 1,681,975</u>		
Change in Cash and Investments	<u>\$ 252,620</u>	<u>\$ (92,932)</u>		(345,552)

ART BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Other Revenues	\$ -	\$ 92,356	0%	92,356
Transfers from Other Funds	27,274	27,274	100%	-
Revenues and Other Sources Total	<u>\$ 27,274</u>	<u>\$ 119,630</u>		
Expenditures and Other Uses				
Services	\$ -	\$ 73,000	0%	73,000
Change in Cash and Investments	<u>\$ 27,274</u>	<u>\$ 46,630</u>		19,356

TREE BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Fees In Lieu	\$ -	\$ 20,000	0%	20,000
Expenditures and Other Uses				
Services	\$ -	\$ 20,000	0%	20,000
Change in Cash and Investments	<u>\$ -</u>	<u>\$ -</u>		-

AMERICAN RESCUE ACT BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Expenditures and Other Uses				
Transfers to Other Funds	\$ 105,175	\$ 105,175	100%	-
Change in Cash and Investments	<u>\$ (105,175)</u>	<u>\$ (105,175)</u>		-

OPIOID SETTLEMENT BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Transfers from Other Funds	\$ 330,070	\$ 330,070	100%	-
Change in Cash and Investments	<u>\$ 330,070</u>	<u>\$ 330,070</u>		-

HOTEL/MOTEL TAX BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Hotel/Motel Tax	\$ 60,978	\$ 55,000	111%	(5,978)
Investment Interest	8,251	3,200	258%	(5,051)
Revenues and Other Sources Total	<u>\$ 69,230</u>	<u>\$ 58,200</u>		
Expenditures and Other Uses				
Services	\$ 20,000	\$ 50,000	40%	30,000
Change in Cash and Investments	<u>\$ 49,230</u>	<u>\$ 8,200</u>		(41,030)

GENERAL DEBT SERVICE BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Investment Interest	\$ 402	\$ 11,570	3%	11,168
Transfers from Other Funds	450,000	711,475	63%	261,475
Revenues and Other Sources Total	<u>\$ 450,402</u>	<u>\$ 723,045</u>		
Expenditures and Other Uses				
Debt Service	\$ 711,475	\$ 712,175	100%	700
Change in Cash and Investments	<u>\$ (261,073)</u>	<u>\$ 10,870</u>		271,943

FLEET BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Internal Reimbursements	\$ 2,169,966	\$ 2,453,111	88%	283,145
Reimbursements from Other Governments	91,031	109,151	83%	18,120
Investment Interest	115,485	-	-	(115,485)
Sale of Capital Assets	25,657	98,300	26%	72,644
Other Revenues	17,599	-	-	(17,599)
Revenues and Other Sources Total	<u>\$ 2,419,737</u>	<u>\$ 2,660,562</u>		
Expenditures and Other Uses				
Salaries and Benefits	\$ 393,359	\$ 364,540	108%	(28,819)
Supplies	338,444	335,050	101%	(3,394)
Services	352,889	368,228	96%	15,339
Capital Outlays	510,877	1,359,950	38%	849,073
Expenditures and Other Uses Total	<u>\$ 1,595,569</u>	<u>\$ 2,427,768</u>		
Change in Cash and Investments	<u>\$ 824,168</u>	<u>\$ 232,794</u>		(591,374)

INFORMATION TECH BUDGET TO ACTUAL

GENERAL OPERATING

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Internal Reimbursements	\$ 1,504,129	\$ 1,693,323	89%	189,194
Expenditures and Other Uses				
Salaries and Benefits	\$ 577,992	\$ 566,579	102%	(11,413)
Supplies	9,638	245,053	4%	235,415
Services	892,574	772,977	115%	(119,597)
Capital Outlays	-	108,714	0%	108,714
Expenditures and Other Uses Total	<u>\$ 1,480,204</u>	<u>\$ 1,693,323</u>		
Change in Cash and Investments	<u>\$ 23,925</u>	<u>\$ -</u>		(23,925)

SEWER UTILITY BUDGET TO ACTUAL

UTILITY

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Sewer Service	\$ 8,897,396	\$ 8,479,474	105%	(417,922)
Capital Facility Charges (Buy-In Fees)	14,617	247,980	6%	233,363
Investment Interest	223,422	130,000	172%	(93,422)
Other Revenues	36,950	3,770	980%	(33,180)
Revenues and Other Sources Total	<u>\$ 9,172,384</u>	<u>\$ 8,861,224</u>		
Expenditures and Other Uses				
Salaries and Benefits	\$ 896,635	\$ 1,034,206	87%	137,571
Supplies	56,016	180,438	31%	124,422
Services	6,692,835	7,088,715	94%	395,880
Debt Service	2,815	-	-	(2,815)
Transfers to Other Funds	1,011,718	1,028,416	98%	16,698
Expenditures and Other Uses Total	<u>\$ 8,660,019</u>	<u>\$ 9,331,775</u>		
Change in Cash and Investments	<u>\$ 512,365</u>	<u>\$ (470,551)</u>		(982,916)

WATER UTILITY BUDGET TO ACTUAL

UTILITY

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Water Service	\$ 8,248,650	\$ 7,961,090	104%	(287,560)
Capital Facility Charges (Buy-In Fees)	133,711	639,069	21%	505,358
Investment Interest	389,521	164,999	236%	(224,522)
Other Revenues	27,155	14,058	193%	(13,097)
Revenues and Other Sources Total	<u>\$ 8,799,037</u>	<u>\$ 8,779,216</u>		
Expenditures and Other Uses				
Salaries and Benefits	\$ 1,071,172	\$ 1,040,841	103%	(30,331)
Supplies	226,695	285,430	79%	58,735
Services	5,087,031	5,971,758	85%	884,727
Transfers to Other Funds	1,925,108	1,925,108	100%	-
Expenditures and Other Uses Total	<u>\$ 8,310,006</u>	<u>\$ 9,223,137</u>		
Change in Cash and Investments	<u>\$ 489,031</u>	<u>\$ (443,921)</u>		(932,952)

STORMWATER UTILITY BUDGET TO ACTUAL

UTILITY

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Storm Water Service	\$ 5,261,343	\$ 5,003,623	105%	(257,720)
Capital Facility Charges (Buy-In Fees)	68,848	57,733	119%	(11,115)
Department of Ecology Grants	18,249	190,000	10%	171,751
Department of Natural Resources Grants	119,900	-	-	(119,900)
Investment Interest	215,318	120,000	179%	(95,318)
Other Revenues	181,777	-	-	(181,777)
Revenues and Other Sources Total	<u>\$ 5,865,435</u>	<u>\$ 5,371,356</u>		
Expenditures and Other Uses				
Salaries and Benefits	\$ 971,987	\$ 1,115,790	87%	143,803
Supplies	27,158	71,838	38%	44,680
Services	2,199,022	2,091,178	105%	(107,844)
Debt Service	700	-	-	(700)
Transfers to Other Funds	1,001,594	1,001,594	100%	-
Expenditures and Other Uses Total	<u>\$ 4,200,461</u>	<u>\$ 4,280,400</u>		
Change in Cash and Investments	<u>\$ 1,664,975</u>	<u>\$ 1,090,956</u>		(574,019)

UTILITY DEBT SERVICE BUDGET TO ACTUAL

UTILITY

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Transfers from Other Funds	\$ 1,704,999	\$ 1,707,068	100%	2,069
Expenditures and Other Uses				
Debt Service	\$ 1,700,237	\$ 1,706,700	100%	6,463
Change in Cash and Investments	<u>\$ 4,762</u>	<u>\$ 368</u>		(4,394)

STREET CONSTRUCTION BUDGET TO ACTUAL

CAPITAL PROJECTS

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
MV Fuel Tax and Multimodal	\$ 124,861	\$ 142,881	87%	18,020
Road Impact Fee - Solid Waste Provider	135,252	126,097	107%	(9,155)
Impact Fees	61,032	82,898	74%	21,866
Investment Interest - Impact Fees	35,385	-	-	(35,385)
Investment Interest	243,371	26,782	909%	(216,589)
Grants	125,150	-	-	(125,150)
Sound Transit Contribution	20,000	-	-	(20,000)
Loan Proceeds	53,766	-	-	(53,766)
Revenues and Other Sources Total	<u>\$ 798,818</u>	<u>\$ 378,658</u>		
Expenditures and Other Uses	<u>\$ 3,248,229</u>	<u>\$ 4,245,370</u>	77%	997,141
Change in Cash and Investments	<u>\$ (2,449,411)</u>	<u>\$ (3,866,712)</u>		(1,417,301)

PARKS CAPITAL IMPROV. BUDGET TO ACTUAL

CAPITAL PROJECTS

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Cable P.E.G. Fees	\$ 6,048	\$ -	-	(6,048)
Park Impact Fees	54,639	1,064,572		
Grants	3,661,789	5,336,806	69%	1,675,017
Investment Interest	73,773	-	-	(73,773)
Other Revenues	111,550	508,422	22%	396,872
Transfers from Other Funds	145,000	347,622	42%	202,622
Revenues and Other Sources Total	<u>\$ 4,052,799</u>	<u>\$ 7,257,422</u>		
Expenditures and Other Uses	<u>\$ 6,813,199</u>	<u>\$ 7,430,456</u>	92%	617,257
Change in Cash and Investments	<u>\$ (2,760,399)</u>	<u>\$ (173,034)</u>		2,587,365

REAL ESTATE EXCISE TAX BUDGET TO ACTUAL

CAPITAL PROJECTS

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Real Estate Tax Revenue (1st 1/4%)	\$ 468,718	\$ 500,000	94%	31,282
Real Estate Tax Revenue (2nd 1/4%)	468,718	500,000	94%	31,282
Investment Interest	27,244	30,000	91%	2,756
Revenues and Other Sources Total	<u>\$ 964,680</u>	<u>\$ 1,030,000</u>		
Expenditures and Other Uses				
Transfers to Other Funds	<u>\$ 500,000</u>	<u>\$ 500,000</u>	100%	-
Change in Cash and Investments	<u><u>\$ 464,680</u></u>	<u><u>\$ 530,000</u></u>		65,320

FACILITIES CONSTRUCT. BUDGET TO ACTUAL

CAPITAL PROJECTS

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Grants	\$ -	\$ 370,489	0%	370,489
Transfers from Other Funds	2,522,597	2,612,597	97%	90,000
Revenues and Other Sources Total	<u>\$ 2,522,597</u>	<u>\$ 2,983,086</u>		
Expenditures and Other Uses	<u>\$ 2,720,102</u>	<u>\$ 2,821,306</u>	96%	101,204
Change in Cash and Investments	<u>\$ (197,505)</u>	<u>\$ 161,780</u>		359,285

STORMWATER CONST. BUDGET TO ACTUAL

CAPITAL PROJECTS

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Grants	\$ 242,888	\$ -	-	(242,888)
Transfers from Other Funds	447,600	447,600	100%	-
Loan Proceeds	16,979	-	-	(16,979)
Revenues and Other Sources Total	<u>\$ 707,466</u>	<u>\$ 447,600</u>		
Expenditures and Other Uses	<u>\$ 309,499</u>	<u>\$ 447,600</u>	69%	138,101
Change in Cash and Investments	<u>\$ 397,967</u>	<u>\$ -</u>		(397,967)

SEWER CONSTRUCTION BUDGET TO ACTUAL

CAPITAL PROJECTS

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Transfers from Other Funds	\$ 755,000	\$ 755,000	100%	-
Expenditures and Other Uses	\$ 6,904	\$ 753,138	1%	746,234
Change in Cash and Investments	<u>\$ 748,096</u>	<u>\$ 1,862</u>		(746,234)

WATER CONSTRUCTION BUDGET TO ACTUAL

CAPITAL PROJECTS

	<u>YTD Actual</u>	<u>Adopted Budget</u>	<u>% of Budget</u>	<u>Variance</u>
Revenues and Other Sources				
Transfers from Other Funds	\$ 1,030,821	\$ 1,030,821	100%	-
Loan Proceeds	70,745	-	-	(70,745)
Revenues and Other Sources Total	<u>\$ 1,101,566</u>	<u>\$ 1,030,821</u>		
Expenditures and Other Uses	<u>\$ 130,148</u>	<u>\$ 1,026,321</u>	13%	896,173
Change in Cash and Investments	<u>\$ 971,419</u>	<u>\$ 4,500</u>		(966,919)

YEAR END DEBT OUTSTANDING

<u>Bonds</u>	<u>Maturity Date</u>	<u>Initial Balance</u>	<u>Ending Balance</u>
General Obligation UTGO 2018	12/1/2047	\$ 11,210,000	\$ 9,760,000
Revenue Bond 2012 - Water/Storm	12/1/2032	5,145,000	2,145,000
Revenue Bond 2014 - Water/Storm	12/1/2034	6,220,000	3,380,001
Revenue Bond 2020 Refunding - Water/Storm/Sewer	12/1/2030	3,285,000	1,705,000
Revenue Bond 2020 - Sewer	12/1/2035	2,500,000	1,755,000
		<u>\$ 28,360,000</u>	<u>\$ 18,745,001</u>

<u>Loans</u>	<u>Maturity Date</u>	<u>Ending Balance</u>
Public Works Trust Fund Loan	6/1/2041	\$ 4,842,200
Public Works Assistance Fund Loan 01-2024	7/1/2034	563,147
		<u>\$ 5,405,347</u>

DISCUSSION & QUESTIONS

Thank you





STAFF REPORT

To: Mountlake Terrace City Council
From: Gary Schimek, Public Works Director
Meeting Date: March 26, 2026
Subject: Review Interlocal Agreement with City of Lynnwood for Sewer Overflow Agreement

Required Reviews:

Jennifer Joki	Created/Initiated - 03/16/2026
Gary Schimek	Approved - 03/17/2026
Sirke Salminen	Approved - 03/20/2026
Hillary Evans	Approved - 03/20/2026
Carolyn Hope	New -

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

Legislative History:

- Council approved a sewer agreement between the City of Mountlake Terrace and the City of Lynnwood on May 26, 1977.
- Council approved a sewer agreement between the City of Mountlake Terrace and the City of Lynnwood on May 10, 1982. This superceded the 1977 agreement. See attached 1982 agreement.

Subject Summary:

The City of Mountlake Terrace entered a sewer agreement with the City of Lynnwood in 1977. This agreement provided an overflow conveyance pathway from the City of Lynnwood's Pump Station #12 (located at 216th Street SW) into the City of Mountlake Terrace's gravity sewer line.

The 1977 agreement was revised in 1982 to account for higher costs and the installation of a new flow measuring device.

The 1982 agreement has been revised to better reflect current costs to accept the emergency overflows from the City of Lynnwood. The revised costs are based upon the current wastewater treatment fees paid by the City of Mountlake Terrace to the City of Edmonds. The 2026 agreement is an attachment to the staff report along with the cost calculations.

Below are the options for Council consideration:

Option 1 - Approve the agreement

The new cost structure would take into effect upon approval of the agreement. Payments to the City of Mountlake Terrace would reflect current wastewater treatment costs.

Option 2 - Do not approve the agreement

The existing cost structure per the 1982 would remain in effect. Payments to the City of Mountlake Terrace would not reflect current treatment costs.

Financial/Budget Impacts:

Budget Amendment No
Required? _____

Budget and Sources:	Wastewater Fund: Maintenance
Expenditure:	\$0
New Appropriation Required + Sources:	\$0

Additional Financial Information:

The City of Mountlake Terrace has and will continue to receive payment from the City of Lynnwood upon discharge of sewer flows due to an emergency event.

Community Notifications:

City Council Agenda
If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of this revised agreement between the City of Lynnwood and the City of Mountlake Terrace. A vote on this item can be accomplished by adding it to the Consent Agenda on April 2, 2026.

Council Motion:

N/A

Attachments:

1. Lynnwood-MLT 1982 Sewer Bypass ILA (002)
2. Lynnwood 212th agreement docs 1987
3. Signed ILA MLT - Lynnwood Sewer Overflow Connection
4. Bypass Calculation Charge E-Mail

SEWER AGREEMENT

CITY OF LYNNWOOD/CITY OF MOUNTLAKE TERRACE

For and in consideration of the mutual benefits contained herein, the City of Lynnwood, a municipal corporation, and the City of Mountlake Terrace, a municipal corporation, do hereby agree as follows:

WHEREAS, an Agreement was entered into on the 26th day of May, 1977 between the City of Lynnwood and the City of Mountlake Terrace which provided for overflow from Lynnwood's pump station No. 12 located at 216th Street S.W., east of Highway 99, to the City of Mountlake Terrace gravity sewer line immediately southerly thereof, and

WHEREAS, twenty-two (22) occurrences of overflow during calendar year 1981 occurred, totaling 125 hours of overflow, and

WHEREAS, overflow during calendar year 1981 from the Lynnwood pump station resulted in total sewage flows sufficient to activate alarm systems in the City of Mountlake Terrace collection and pumping systems resulting in extra labor costs for response to such alarms, and

WHEREAS, overflows during calendar year 1981 from the Lynnwood connection resulted in the submergence of meter measuring devices in the Mountlake Terrace sanitary sewage collection system rendering such devices inoperable and damaging same, and

WHEREAS, the Mountlake Terrace sewage measuring devices are used for determination of both capital costs and maintenance and operation costs as prorated between Edmonds and Mountlake Terrace as a condition of existing Agreements between these parties, and

WHEREAS, there currently exists no measuring device to determine the quantity of sewage flows from the Lynnwood overflow connection, and

WHEREAS, the cost of providing service for Lynnwood overflow has increased due to general inflation, and in particular the cost of electric energy, and

WHEREAS, the Agreement between Mountlake Terrace and Edmonds, also provides that Mountlake Terrace must agree to servicing certain customers tributary to the Ballinger Lift Station, and

WHEREAS, the City of Mountlake Terrace has received a request from the City of Edmonds requesting concurrence in the servicing of thirty-six (36) customers currently and up to 119 customers in the future from the City of Lynnwood in the area of 208th Street S.W. to 210th Street S.W., west of Highway 99 to approximately 72nd Avenue West.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Intent. The City of Mountlake Terrace recognizes the necessity to allow for future use of the overflow connection by the City of Lynnwood in unique situations and it is the intent by this Agreement to continue to provide such connection as required by Lynnwood subject to the terms included herein.
2. Termination of Existing Agreement. That certain Sewer Agreement entered into on the 26th day of May, 1977 by the Cities of Lynnwood and Mountlake Terrace is hereby superceded by this Agreement.
3. Limitation. Lynnwood agrees to limit the use of the overflow connection to emergency situations or scheduled maintenance activities and to provide sufficient pumping capacity of its own for all other sewage flows. Scheduled maintenance shall be subject to prior approval by Mountlake Terrace.
4. Recording of Sewage Overflow. Lynnwood agrees to provide a device acceptable to the City of Mountlake Terrace to automatically record all periods of overflow with completion of such installation to be accomplished within one (1) year of the date of this Agreement. Such information will be telemetered to an existing panel located within the Civic Center at the City of Mountlake Terrace. All costs for installation, maintenance, and operation of the overflow recording system shall be borne by Lynnwood. The cost of a leased line for transmittal of the information to Mountlake Terrace shall also be borne by Lynnwood. It is understood that Lynnwood has applied for a State D.O.E. grant for enlargement and improvements to Pump Station #12. This work will be accomplished under the grant if received within one year.

SEWER AGREEMENT
CITY OF LYNNWOOD/CITY OF MOUNTLAKE TERRACE
PAGE TWO

5. Cost of Service. The City of Lynnwood shall pay to the City of Mountlake Terrace the sum of \$40 per hour for any and all periods of overflow by the City of Lynnwood. The City of Lynnwood agrees to report all overflows until such time as the record of overflow is automatically transmitted to Mountlake Terrace.
6. Miscellaneous Charges. The City of Lynnwood agrees to reimburse the City of Mountlake Terrace for any operational, maintenance, repair, etc. charges directly resulting from Lynnwood overflow, such as alarm call-outs, damage to metering devices, administrative costs of estimating sewage flows when metering devices are flooded, etc. The calculation of such charges shall be by mutual agreement of the Mountlake Terrace City Engineer and the Lynnwood Director of Public Works.
7. Miscellaneous Provision. The City of Mountlake Terrace agrees to approve immediate servicing of up to fifty (50) residential customers in the City of Lynnwood in the area of 208th Street S.W. to 210th Street S.W., West of Highway 99 to approximately 72nd Avenue West, upon execution of this Agreement by both parties, and agrees to allow future servicing of an additional seventy (70) customers upon written request from Lynnwood.
8. Term/Renegotiation. This Agreement shall remain in effect unless terminated by either party with 120 days written notice to the other party, and shall also be subject to renegotiation upon 120 day written notice of either party.

DATED this 10th day of MAY, 1982.

CITY OF LYNNWOOD

M. J. Kudlicka
Mayor

ATTEST:

R. W. Frank
City Clerk

CITY OF MOUNTLAKE TERRACE

Robert B. White
City Manager

ATTEST:

Ron Swanson City Clerk

Will

May 12, 1995

Bill Vlcek
Director of Public Works
City of Lynnwood
Lynnwood, WA 98046

Re: City of Mountlake Terrace / City of Lynnwood Sewer Service Agreement for
212th Street Southwest

Dear Bill:

Mountlake Terrace currently provides sewer service for nine single family residences on the north side of 212th St. S.W. between 44th Ave. W. and 49th Ave. W. within the city limits of Lynnwood (see attachment 1). By terms of the Mountlake Terrace/Lynnwood sewer service agreement, (attachment 2), Mountlake Terrace will provide service to Lynnwood for a maximum of 25 accounts to be billed at the "current sewer service fee established by ordinance". A recent review of Mountlake Terrace Ordinance 1710 indicated that Lynnwood was being billed at the 1991 rate. Accordingly, our Utilities Department is preparing a single billing statement to reflect the change in rates for 1992, 1993, and 1994. The total amount owing is \$2,635.20 and has been sent to City of Lynnwood accounts payable, reference Mountlake Terrace account #880800 (attachment 3). Any questions concerning this can be addressed to the Finance Director, Ron Swanson.

The City has recently been contacted for sewer service information by a landowner on the north side of 212th in Lynnwood who is interested in a short plat of their lot, including requirements for grinder pump systems. According to the current Lynnwood zoning map, the area between 44th and 49th north of 212th is zoned for 8400 square foot lots. Based on the acreage and minimum lot sizes involved, it may be feasible to hook up more than the 25 maximum connections into the Mountlake Terrace sewer system, either by gravity or pump. Enclosed is capacity analysis for the west sewer trunk system serving 212th St. which indicates this line is at or near capacity (attachment 4). Accordingly, allowing more than the maximum of 25 connections is more involved than just amending the agreement.

The following points need to be resolved or clarified by Lynnwood:

1. What is the ultimate service boundary proposed for sewerage into Mountlake Terrace and how many potential units will be included?



(206) 776-1161

MOUNTLAKE TERRACE

FAX (206) 778-6421

CIVIC CENTER

23200 - 58th AVENUE WEST

MOUNTLAKE TERRACE

WASHINGTON 98043-4697

THE CITY OF MOUNTLAKE TERRACE IS AN EQUAL OPPORTUNITY EMPLOYER.
REASONABLE ACCOMMODATION TO QUALIFIED INDIVIDUALS WITH DISABILITIES ARE AVAILABLE.

Mountlake Terrace / Lynnwood Sewer Agreement
May 12, 1995
Page 2

2. If there are more than 25 potential connections will Mountlake Terrace allow future hookups on a first come - first served basis until the maximum 25 connections are reached?
3. Will Lynnwood allow pump systems to be installed where gravity service is not available, and how would this affect the ultimate service boundary?
4. If pump systems are allowed, it is necessary that the limits of jurisdiction between Lynnwood and Mountlake Terrace be resolved for the possible maintenance of these systems.

Please contact me at your earliest convenience so that we can discuss these issues. Your prompt attention to this matter will be appreciated, both by the landowner and the City.

Sincerely,

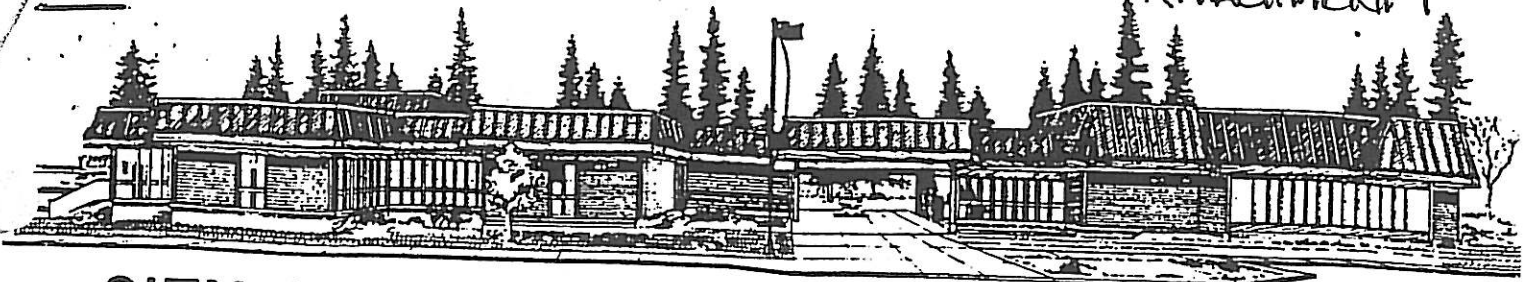


D. Michael Shaw
Engineering Technician

enclosures

c.c. Will Van Ry - Assistant City Engineer
Ron Swanson - Finance Director
Helen Collins - Utility Billing Coordinator
Engineering Reading File

wp51\temp\lynnsewr.wp



CITY OF LYNNWOOD

19100 44TH AVENUE WEST
LYNNWOOD, WASHINGTON 98036
PHONE 775-1971

FINANCE DEPARTMENT

February 24, 1987

Christy McKeown
Accounting Coordinator
City of Mountlake Terrace
23204 58th Avenue W.
Mountlake Terrace, WA 98043

*for Betty
info.*

RE: 212TH SEWER AGREEMENT

Dear Christy:

Listed below are the nine properties we agreed upon that Mountlake Terrace serves on 212th Street:

1. Gas station northwest corner of 44th and 212th; 21126 44th Avenue W.
2. 4425 212th.
3. 4501 212th.
4. 4507 212th.
5. 4519 212th.
6. 4715 212th.
7. 4725 212th.
8. 4803 212th.
9. 4815 212th.

We would appreciate receiving an invoice so that we may pay you promptly. Attached, please find copy of correspondence between our Asst. City Engineer Sand and your City Engineer, which drops the original 11 properties to 8. It now includes new property at 4501 212th, which brings the count up to 9 properties. Please let me know if I may be of any further assistance.

Sincerely,

CITY OF LYNNWOOD

Cathleen Mechkoff
CATHLEEN MECHKOFF
Utility Accountant

CM/smw
5665H

cc: Asst. Public Works Director Sand
Purchasing Agent Schimpf

CITY OF MOUNTLAKE TERRACE/CITY OF LYNNWOOD

70. 11 10
2010

SEWER SERVICE AGREEMENT

212th STREET SOUTHWEST, North Side
between approximately 44th Ave. W. & 49th Ave. W.

This Agreement, by and between the City of Mountlake Terrace, a Municipal Corporation, and the City of Lynnwood, a Municipal Corporation, each situated in Snohomish County, Washington, in consideration of the mutual covenants herein contained;

WHEREAS, the City of Mountlake Terrace has caused to be constructed and owns, operates and maintains a sewer main on 212th Street Southwest, a portion of which fronts on properties recently annexed to the City of Lynnwood on the north side of 212th Street Southwest, generally between 44th and 49th Avenues West; and

WHEREAS, the City of Mountlake Terrace previously constructed sewer laterals from the aforementioned sewer main to serve those properties on the north side of 212th recently annexed to the City of Lynnwood; and

WHEREAS, it is considered to be in the public interest that duplicate sewer facilities not be constructed by Lynnwood to serve the recently annexed Lynnwood properties on the north side of 212th; and

WHEREAS, there exists a minimum of eleven immediate potential sewer service accounts within the City of Lynnwood that can be directly served by the existing Mountlake Terrace sewer main and laterals; and

WHEREAS, there exists undeveloped lands containing a potential for future accounts; and

WHEREAS, the terms of the Edmonds/Mountlake Terrace sewer service agreement provide for the approval of Edmonds for Mountlake Terrace to serve limited areas within the southern portion of the City of Lynnwood; and

WHEREAS, the cities of Mountlake Terrace and Lynnwood desire to enter into an agreement to provide for service by Mountlake Terrace to a maximum of twenty-five (25) accounts in the City of Lynnwood in the above described area:

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Ownership, operation and maintenance. The City of Mountlake Terrace shall continue to own, operate and maintain the sewer main in 212th Street S.W. between the aforementioned boundaries and those laterals currently constructed or constructed in the future to serve up to twenty-five (25) Lynnwood accounts. Construction of any future sewer laterals for serving currently undeveloped land shall be accomplished by the City of Mountlake Terrace. The City of Lynnwood hereby issues a permit to Mountlake Terrace for operation, maintenance, and/or construction of new laterals on the north side of 212th Street S.W. currently within the municipal boundaries of Lynnwood between the aforementioned limits.

2. Initial hookup charges. It is mutually agreed that the City of Lynnwood will require the current eleven potential sewer accounts to hook up to the existing sewer laterals within one-hundred and twenty (120) days of the date of execution of this agreement. The City of Lynnwood agrees that the hookup charge shall be as contained in the applicable ordinance of the City of Mountlake Terrace at the time of any future hookup. It is understood, for the existing eleven accounts, that the hookup charge will consist of a capital improvement fee of one-hundred dollars (\$100) and a sewer lateral charge of nine-hundred dollars (\$900) for each connection. In addition, a twenty dollar (\$20) fee for inspection of side sewers shall be applied. The City of Lynnwood retains the option of either paying these charges directly to Mountlake Terrace or requiring individual accounts to directly make application to the City of Mountlake Terrace. The City of Mountlake Terrace will inspect all side sewers constructed to connect to existing or future laterals.

3. Monthly sewer service charges. The City of Lynnwood agrees to pay any current sewer service fee established by ordinance of the City of Mountlake Terrace for service to all accounts provided for above. It is understood that the current monthly sewer service charge is eight dollars and sixty cents (\$8.60) per month. Bi-monthly billings for the number of accounts shall be made by Mountlake Terrace. Lynnwood pays bills on the fourth Monday of each month for all bills received by the second Monday. The City of Lynnwood agrees to pay the monthly sewer service charge for the eleven (11) initial existing potential accounts as connected with the initial one-hundred twenty (120) day hookup period and at the termination of the one-hundred twenty (120) day hookup period shall pay monthly sewer service charges for all eleven (11) accounts, whether hooked up or not.

4. Approval by City of Edmonds. This agreement shall not become effective unless signed in concurrence by the City of Edmonds, as provided below.

5. Date and Term. This agreement shall run for a period of twenty-five (25) years from the date hereof, which is the 24th day of August, 1981, and shall then be automatically extended annually on its anniversary date for one-year intervals unless thirty (30) day prior notice is provided by either party for termination of this agreement.

ATTEST:

Ron Simon
City Clerk

CITY OF MOUNTLAKE TERRACE

John E. Enbom
JOHN E. ENBOM, Mayor

ATTEST:

S. W. Heath
City Clerk

CITY OF LYNNWOOD

M. J. Hrdlicka
M. J. HRDLICKA, Mayor

ATTEST:

Gene Varney Moran
City Clerk

CITY OF EDMONDS
CONCURRENCE

Harve Harrison
HARVE HARRISON, Mayor

May 12, 1995

City of Lynnwood
 19100 44th Avenue West
 P.O. Box 5008
 Lynnwood, WA 98046-5008

<u>Corrected billing regarding 212th Sewer Agreement</u>		
<u>Year</u>	<u>Base Rate</u>	
1991	\$38.50	
1992	Should have billed \$48.80 \$48.80 -38.50 \$10.30 x 9/units = \$92.70 x 6 bimonthly billings =	\$ 556.20
1993	Should have billed \$52.80 \$52.80 -38.50 \$14.30 x 9/units = \$128.70 x 6 bimonthly billings =	\$ 772.20
1994	Should have billed \$56.65 \$56.65 -38.50 \$18.15 x 9/units = \$163.35 x 6 bimonthly billings =	\$ 980.10
1995	Should have billed \$56.65 \$56.65 -38.50 \$18.15 x 9/units = \$163.35 x 2 bimonthly billings =	\$ 326.70
TOTAL DUE		<u>\$2,635.20</u>

Please pay within 30 days...Thank you!

InvCity.Lyn



(206) 776-1161

MOUNTLAKE TERRACE

FAX (206) 778-6421

CIVIC CENTER

23200 - 58th AVENUE WEST MOUNTLAKE TERRACE WASHINGTON 98043-4697

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MOUNTLAKE
TERRACE AND CITY OF LYNNWOOD
FOR USE OF SEWER OVERFLOW CONNECTION**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by the City of Mountlake Terrace ("Mountlake Terrace"), a Washington municipal corporation, and the City of Lynnwood ("Lynnwood") a Washington municipal corporation, individually a "Party" and collectively the "Parties".

WHEREAS, since 1977, Mountlake Terrace and Lynnwood have had an agreement providing for overflow from Lynnwood's lift station No. 12 located at 216th Street S.W., east of Highway 99, to the Mountlake Terrace gravity sewer line immediately southerly thereof; and

WHEREAS, sewer overflows from Lynnwood lift station No. 12 has resulted in certain costs for Mountlake Terrace, which costs have been subject to reimbursement pursuant to a sewer agreement between the Parties date May 10, 1982; and

WHEREAS, Lynnwood lift station No. 12 accepts sewer flow from residents outside of City of Lynnwood city limits in the area of 208th Street S.W. to 210th Street S.W., West of Highway 99 to approximately 72nd Avenue West, and sewer flow from that area has been contributing to overflow accepted by Mountlake Terrace's gravity sewer line immediately southerly from Lynnwood lift station No. 12; and

WHEREAS, Mountlake Terrace recognizes the need to continue to allow use of the overflow connection by Lynnwood for scheduled maintenance activities and in emergency situations; and

WHEREAS, the Parties have negotiated a new agreement to continue to provide the overflow connection for use by Lynnwood subject to the terms included herein; and

WHEREAS, Mountlake Terrace and Lynnwood have the authority to undertake joint and cooperative action pursuant to Chapter 39.34 RCW;

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

1. Purpose of Agreement.

The purpose of this Agreement is to provide the terms and conditions under which Mountlake Terrace will allow the use of the overflow connection between Lynnwood’s lift station No. 12 and Mountlake Terrace’s gravity sewer line immediately southerly thereof.

2. Termination of Existing Agreement.

That certain Sewer Agreement entered into on the 10th of May, 1982 by the Parties is hereby terminated and superseded by this Agreement.

3. Lynnwood Rights and Mountlake Terrace Obligations.

Lynnwood will have the right to use the overflow connection between Lynnwood’s lift station No. 12 and Mountlake Terrace’s gravity sewer line immediately southerly thereof. Mountlake Terrace will provide for Lynnwood’s use of said overflow connection subject to performance by Lynnwood of its obligations.

4. Lynnwood Obligations.

- a. Lynnwood will limit the use of the overflow connection to emergency situations or scheduled maintenance activities and to provide sufficient pumping capacity of its own for all other sewage flows.
- b. Lynnwood will obtain prior approval from Mountlake Terrace prior to scheduled maintenance that would cause overflow for Lift Station No. 12 .
- c. Lynnwood staff will notify Mountlake Terrace and give as much notice as possible by email and under emergency situations, Lynnwood will notify Mountlake Terrace by phone.
- d. Lynnwood will use a Supervisory Control and Data Acquisition (SCADA) system to monitor sewage levels and conditions, enabling Lynnwood to manage sewer flows.
- e. Lynnwood will use its SCADA system to determine and report on sewer flows and provide monthly SCADA reports for overflow to Mountlake Terrace.

5. Sewer Overflow Charge Rate.

Lynnwood will pay \$5.22 per centum cubic feet (CCF) to Mountlake Terrace for all sewer being transferred from lift station 12 during bypass to Mountlake Terrace (“Sewer Overflow Charge Rate”. Lynnwood agrees to report these overflows to Mountlake Terrace.

6. Reimbursement for Mountlake Terrace’s Additional Costs.

Lynnwood will reimburse Mountlake Terrace for any operational, maintenance, or repair costs directly resulting from Lynnwood overflow, such as labor costs related to alarms call-outs and other actions to respond to Lynnwood overflow, administration costs of estimating

sewage flows when metering devices are flooded, and cost to repair damage to metering devices (“Additional Costs”). The Additional Costs will be payable on a reimbursement basis in addition to payments owed based on the Sewer Overflow Charge Rate; provided that, Mountlake Terrace must submit to the attention of Lynnwood’s Director of Public Works the invoices and documentation supporting the types and amounts of Additional Costs for which Mountlake Terrace is requesting reimbursement. The Mountlake Terrace City Engineer and Lynnwood Director of Public Works will review, discuss and mutually agree regarding the appropriate calculation methodology to be applied to Mountlake Terrace’s requests for reimbursement of Additional Costs.

7. Duration.

This Agreement shall take effect upon signature by both Parties and shall remain in effect unless otherwise terminated in accordance with Section 13 (Termination).

8. Administration.

No separate legal entity is created by this Agreement. This Agreement will be administered by the Lynnwood Director of Public Works and Engineering or his/her/their designee and the Mountlake Terrace City Engineer or designee. Either Party may change its Administrator for purposes of this Agreement at any time by delivering written notice of such Party’s new Administrator to the other Party.

9. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.

10. No Third-Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of Lynnwood and Mountlake Terrace. No other persons shall be deemed to have any rights in, under, or to this Agreement.

11. No Joint Property.

The Parties do not intend to jointly acquire real or personal property pursuant to this Agreement.

12. Entire Agreement; Amendment.

This Agreement constitutes the entire Agreement between the Parties concerning the subject matter covered by this Agreement. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

13. Termination.

This Agreement may be terminated by either party only after 120 days written notice to the other party and shall also be subject to renegotiation upon 120 day written notice of either party.

14. Disputes.

It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. In the event disputes cannot be resolved informally at the staff level, then the Parties agree to submit the dispute to non-binding mediation/dispute resolution. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation. All fees and expenses for mediation shall be borne by the Parties equally.

15. Venue.

In the event that either Party deems it necessary to bring legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Snohomish County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees and costs.

16. Indemnity.

Each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) Mountlake Terrace, its employees, contractors, consultants, or authorized agents and (b) Lynnwood, its employees, contractors, consultants, or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the other Party, its employees, contractors, consultants, and authorized agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.

17. Insurance.

Each Party shall be responsible for maintaining its own insurance.

18. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance is found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

19. No Waiver.

A party's forbearance or delay in exercising any right or remedy with respect to a breach of this Agreement by the other party shall not constitute a waiver.

20. Filing; Posting.

Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Snohomish County Auditor immediately after execution by the Parties hereto or posted on either Party's website.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign.

CITY OF LYNNWOOD

CITY OF MOUNTLAKE TERRACE

Signed by:
George Hurst Mayor
4E72F7DA1EE545C
George Hurst, Mayor
Date: 3/16/2026

Jeff Niten, City Manager
Date: _____

ATTEST/AUTHENTICATED
DocuSigned by:
Darcy Kirschner
C17DAB8F9A994F1...
Darcy Kirschner, Interim City Clerk

ATTEST/AUTHENTICATED

Jennifer Joki, City Clerk

APPROVED AS TO FORM
Signed by:
Lisa Marshall, City Attorney
0C9DE54C77924E7...
Lisa Marshall, City Attorney

APPROVED AS TO FORM

Hillary Evans, City Attorney

City of Mountlake Terrace
 6100 219th St. SW Suite 200
 PO Box 72
 Mountlake Terrace, Washington 98043-0072
 (425) 776-1161

INVOICE
 Customer Copy

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE		
CITY OF LYNNWOOD	06/30/2020	3796	\$0.00	06/30/2020	\$5,200.82		
DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
Sewer Discharge, June 2020	1.00	\$5200.8200	EACH	\$5,200.82	\$0.00	\$0.00	\$5,200.82
Invoice Total:							\$5,200.82

PAYMENT DUE WITHIN 30 DAYS



City of Mountlake Terrace
 6100 219th St. SW Suite 200
 PO Box 72
 Mountlake Terrace, Washington 98043-0072
 (425) 776-1161

INVOICE
 Remit Portion

Invoice Date	06/30/2020
Invoice Number	3796
Customer Number	3179
Amount Paid	
Due Date	06/30/2020
Invoice Total Due	\$5,200.82

CITY OF LYNNWOOD
 PUBLIC WORKS DIRECTOR
 19100 44TH AVE W
 PO BOX 5008
 LYNNWOOD, WA 98046-5008

Mick Horton

From: Peter Dressel
Sent: Friday, July 10, 2020 12:16 PM
To: Mick Horton
Cc: Shawn Hjert
Subject: FW: Pump Station 12 Diversions

Hi Mick,

Please bill Lynnwood for \$5,200.82 related to sewage that overflowed from their lift station into our sewer system in accordance with our agreement with them and based upon the email chain below.

56 hours * \$40/hour = \$2,240
1,070,043 gallons = 1,430.35 CCF * \$2.07/CCF = \$2,960.82

Total = \$5,200.80

The \$2.07/CCF is derived from our total \$1,305,012.06 2019 O&M Maintenance expense by the 472.083 Million Gallons we contributed.

Thank you,
Peter Dressel
Public Works Operations and Maintenance Manager
City of Mountlake Terrace
425-744-6276

From: Jared Bond <JBond@lynnwoodwa.gov>
Sent: Tuesday, June 30, 2020 5:42 PM
To: Shawn Hjert <SHjert@ci.mlt.wa.us>
Cc: Peter Dressel <PDressel@ci.mlt.wa.us>; Kris Olsen <KOlsen@lynnwoodwa.gov>; Andrew Lorenzen <ALorenzen@lynnwoodwa.gov>
Subject: Pump Station 12 Diversions

**** External Email ****

Hi Shawn,

Thank you once again for allowing us to divert flows into your system with such short notice. It really pulled us out of a jam.

For the record – we began diverting flows at 7:00am on June 17th, and stopped at 2:00pm on June 19th, a total period of 56 hours. We estimate the diversion of 1,070,043 gallons into your system. I say “estimate” because our flow meter was off-line due to the cabinet being replaced. Our estimates are based on pump curves and pump run times during the specific times of day. I think we have a pretty high level of confidence in this number all things considered.

Our SCADA Tech will be returning from paternity leave near the end of August, and I will task him with connecting our flow meter into your SCADA system upon his return. Thank you for your patience on this issue.

If there is anything we can do to assist you and / or your crews, please don't hesitate to reach out. We owe you big!

Stay Healthy!

Jared S. Bond | Public Works Manager – Operations and Maintenance
Public Works Department
20525 60th Ave W, Lynnwood WA 98036
Ph: 425-670-5207
www.LynnwoodWA.gov



LYNNWOOD
WASHINGTON

**NOTICE: All emails, and attachments, sent to and from the City of Lynnwood are public records and may be subject to disclosure pursuant to the Public Records Act ([RCW 42.56](#)).*



STAFF REPORT

To: Mountlake Terrace City Council

From:

Meeting Date: March 26, 2026

Subject: Review Interlocal Agreement with City of Lynnwood for Emergency Water Interties

Required Reviews:

Jennifer Joki	Created -
Gary Schimek	-
Sirke Salminen	-
Hillary Evans	-
Carolyn Hope	-

Council Goal(s):

Legislative History:

Subject Summary:

Financial/Budget Impacts:

Budget Amendment
Required? _____

Budget and Sources:	
Expenditure:	
New Appropriation Required + Sources:	

Additional Financial Information:

Community Notifications:

If "Other," please specify:

Board/Commission Recommendation:

Staff Recommendation:

Council Motion:

Attachments:

None



MOUNTLAKE TERRACE CITY COUNCIL
MEETING AGENDA

April 2, 2026
7:00 p.m.

Mountlake Terrace City Hall; and
via Telephone or Teleconference

1. Call to Order – Flag Salute – Roll Call
2. Late Changes to Agenda
3. General Public Comment (*see Public Comment and Public Hearing Testimony Protocol on page 2*)
4. Consent Agenda
 - a. Payment of Claims
 - b. Meeting Minutes
 - c. Agreement with Musco Lighting for Tennis Court
 - d. Interlocal Agreement with City of Lynnwood for Sewer Overflow Swap
 - e. Interlocal Agreement with City of Lynnwood for Emergency Water Interties
5. Review and Public Hearing on Ordinance Adopting Lumen Franchise Agreement
6. Presentation on Legislative Update by Gordon Thomas Honeywell
7. Review and Vote on Fiscal Sustainability Taskforce Recommendations
8. City Manager’s Report
9. Council Liaison Reports
10. New Business
11. Adjournment

To listen to the meeting via telephone, call 1-253-215-8782. To watch the meeting online: 1) Go to <https://zoom.us/join>; 2) Enter meeting ID 810 1113 9518 and click “join” (you will be prompted to install the Zoom application if you don’t have it). No passcode needed.

Public Comment and Public Hearing Testimony Protocol

Public comments and public hearing testimony are permitted at meetings remotely, in-person, and in writing. All remarks shall be made to the Council as a body and not to any individual member.

General public comments to council are heard toward the beginning of regular meetings and work sessions. Public comments to council on specific agenda items and public hearing testimony will be called for at regular meetings when council discusses that agenda item.

No person shall make personal attacks, or threatening remarks while addressing the Council which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting. Any person who is engaging in conduct that disturbs, disrupts, or impedes the business of the council or whose comments have been ruled out of order by the presiding officer, shall immediately cease and refrain from further improper comments or inappropriate conduct. All hate speech will be construed as threatening remarks.

To make a public comment/give public hearing testimony **remotely** (via Zoom or telephone), complete the [Remote Public Comment Request Form](#) (link on City Council Agendas and Minutes web page) at least 24 hours before the meeting. You will then be contacted via email to confirm your participation. Your reply to the confirmation email must be received by 4 p.m. on the day of meeting to be acknowledged that same evening. If you're using Zoom during the meeting, use the hand raise tool to be recognized to speak or press *9 if using a telephone. Speakers shall limit their presentations to five minutes.

To make a public comment/give public hearing testimony at a meeting **in-person**, please sign up at the meeting (no 24-hour notice required).

To submit a **written** public comment/public hearing testimony email remarks to cityhall@mltwa.gov or mail to/drop off at City Hall (23204 58th Avenue W., Mountlake Terrace, WA 98043) no later than 4 p.m. on the meeting/public hearing date.