



**Mountlake Terrace City Council**  
Work Session Agenda  
Friday, August 28, 2026, 7:00 PM  
City Hall and via Telephone or Teleconference

## **AGENDA**

1. Call to Order
2. Attendance Roll Call
3. General Public Comment
4. Presentation on Final Branding Guidelines and Marketing Strategy
5. Presentation on 2nd Quarter Financial Report
6. Review Amendment 1 to Interlocal Agreement for Snohomish County Road Maintenance Extension
7. Review Amendment to Lease Agreement with T-Mobile for Wireless Facility
8. Review Ordinance Adopting Updates to Nuisance Code
9. City Manager's Report
10. Review September 3, 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](mailto: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.







## STAFF REPORT

**To:** Mountlake Terrace City Council

**From:**

**Meeting Date:** August 28, 2026

**Subject:** Presentation on Final Branding Guidelines and Marketing Strategy

### Required Reviews:

Jennifer Joki

Created/Initiated - 08/17/2026

Jeff Niten

Approved - 08/18/2026

Sirke Salminen

Final Approval - 08/18/2026

### Council Goal(s):

Growing our Vibrant Community

### Legislative History:

- September 11, 2025: Council review of professional services agreement with All Together.
- September 18, 2025: Council approved professional services agreement with All Together.
- November 18, 2025: Arts Advisory Commission listening session.
- November 18, 2025: Recreation and Park Advisory Commission listening session.
- February 2, 2026: Council received update on progress.
- March 9, 2026: Planning Commission work session.
- May 28, 2026: Council received a second update on progress.

### Subject Summary:

In September 2025, the City Council approved a Professional Services Agreement with All Together, LLC, following a competitive Request for Proposals process for City-Wide Branding and Identity Development, Placemaking, and Strategic Marketing Consulting Services.

The purpose of the initiative was to develop a comprehensive and implementable brand identity that reflects Mountlake Terrace's unique strengths, community assets, and future vision. The work was also intended to establish a consistent foundation for City communications, economic development marketing, placemaking, wayfinding, and future neighborhood identity efforts.

The project advances the City Council’s 2025–2029 Strategic Plan goal of “Growing Our Vibrant Community” and fulfills Economic Development Strategic Plan Objective 1.1, Action 1.1a, which calls for establishing and promoting a unified City brand and marketing strategy, engaging community and economic development partners, and supporting neighborhood identity efforts.

The project has resulted in three primary final deliverables:

- Mountlake Terrace Brand Guidelines
- Economic Development Marketing Strategy
- Wayfinding & Placemaking Strategy

Together, these documents provide a framework for how the City tells its story, markets itself to outside audiences, and translates the Mountlake Terrace identity into the physical environment.

## DISCOVERY AND COMMUNITY ENGAGEMENT

Community engagement was a central component of the project’s discovery and development phases. A project team was established consisting of City staff, Mountlake Terrace Chamber of Commerce representatives, and individuals directly involved in business, development, and commercial leasing in the city. The team met at key project milestones throughout the past year to provide feedback and direction as the brand and related strategies were developed.

The broader discovery process included 16 stakeholder and focus group conversations, including discussions with City Councilmembers, department heads, and community stakeholders, along with review of 10 background documents covering the City’s history, plans, and regional context. A communitywide survey conducted from October through December 2025 also received 313 responses. Participants identified transit access, parks and recreation, natural features, proximity to Seattle, and the City’s family-friendly atmosphere among MLT’s greatest strengths. The survey also highlighted the community’s desire to preserve its existing character while embracing continued growth and change.

Engagement continued with a public open house on February 11, 2026, and Council reviews in February and May. Collectively, feedback from the project team, stakeholders, community survey, public open house, and Council helped shape the final brand identity, messaging, sub-area identities, marketing strategy, and wayfinding and placemaking concepts.

## BRAND GUIDELINES

The Mountlake Terrace Brand Guidelines establish the City’s core brand strategy, messaging, visual identity, and sub-area identity framework. At the center of the brand is the idea of Mountlake Terrace as “four square miles of everyday people building extraordinary things,” supported by the City tagline “Connected to Everywhere. Rooted Right Here.” and economic development tagline “Become Part of Our Story.”

The guidelines build upon the City’s existing logo and establish standards for color, typography, photography, illustrations, icons, messaging, and other visual elements. They also provide

examples for applying the brand across City communications, economic development materials, social media, signage, and other applications.

The guidelines also establish identities for the City's six existing sub-areas: Town Center, Melody Hill, Lake Ballinger, Gateway, Cedar Terrace, and Cascade View. Each includes its own visual mark, personality, and narrative while remaining connected to the overall Mountlake Terrace identity. The framework can support future neighborhood awareness, economic development marketing, placemaking, and land use efforts.

## ECONOMIC DEVELOPMENT MARKETING STRATEGY

The Economic Development Marketing Strategy provides a framework for translating the new brand into business attraction, investment recruitment, community engagement, and destination marketing.

The strategy is organized around three goals: Invest, Live, and Visit, with a primary focus on positioning Mountlake Terrace as an opportunity for new development and business investment. It identifies developers and investors, businesses, residents, and visitors as key audiences and recommends communicating MLT's unique position, marketing unmet demand, and building a stronger prospect pipeline.

Recommended actions range from developer-focused web content, market and site opportunity materials, and business recruitment collateral to business spotlights, community storytelling, regional media outreach, and other efforts that can be phased over time. The strategy also establishes measures for evaluating the effectiveness of these efforts.

## WAYFINDING & PLACEMAKING STRATEGY

The Wayfinding & Placemaking Strategy provides a framework for extending the brand into Mountlake Terrace's physical environment.

The strategy includes concepts for gateway and monument signs, directional signage, district banners, maps and kiosks, and other wayfinding elements, as well as potential streetscape improvements such as planters and benches, intersection and crosswalk art, utility box art, and street pole banners. The concepts are directional rather than construction-ready and would require additional design, engineering, funding, and site-specific review before implementation.

The strategy also identifies potential placemaking opportunities centered around the themes of Everyday Extraordinary, Stacked Stories, and A Place Where You Belong. Concepts range from enhancing the arrival experience at the light rail station and connections into Town Center to public art, landscaping, gathering spaces, trail features, and community programming.

Youth engagement also identified interest in spaces specifically designed for teenagers, with a skatepark identified as one example. The strategy recommends carrying that feedback forward for consideration in future Parks and Recreation planning.

The wayfinding and placemaking concepts are intended as a menu of opportunities rather than a commitment to implementation. Individual concepts would require further evaluation based on

feasibility, community interest, available funding, partnerships, maintenance requirements, and alignment with other City priorities.

## IMPLEMENTATION

Completion of the three final deliverables represents the transition from brand development to implementation. The strategies are structured to allow implementation to occur incrementally, with some recommendations incorporated into existing City communications and economic development activities and larger wayfinding, placemaking, public art, and infrastructure concepts requiring additional planning and future funding decisions.

Near-term efforts may include incorporating the new visual identity into City communications and economic development materials, developing business and developer recruitment collateral, expanding community storytelling, and identifying opportunities to pilot lower-cost placemaking concepts. Longer-term implementation could include gateway and wayfinding signage, district banners, public art, streetscape improvements, and larger placemaking initiatives as resources and partnership opportunities become available.

Implementation will require coordination across City departments and with community partners, with future recommendations returning to Council as appropriate for policy direction, funding, or inclusion in capital projects.

### **Financial/Budget Impacts:**

Budget Amendment      No  
Required?                      \_\_\_\_\_

|                                       |     |
|---------------------------------------|-----|
| Budget and Sources:                   | N/A |
| Expenditure:                          | N/A |
| New Appropriation Required + Sources: | N/A |

### **Additional Financial Information:**

N/A

### **Community Notifications:**

City Council Agenda

If "Other," please specify:

### **Board/Commission Recommendation:**

N/A

### **Staff Recommendation:**

N/a

**Council Motion:**

N/A

**Attachments:**

1. Branding Update Presentation
2. Branding Guide
3. Branding Marketing Strategy

# Mountlake Terrace

A decorative graphic consisting of several stylized asterisks and crosses in a light beige color, scattered around the main title.

**Branding & Placemaking | City Council Update**

**8.27.2026**



# Contents

**01** How We Got Here

**02** Brand Guide

**03** Wayfinding & Placemaking  
Strategy

**04** Marketing Strategy

**05** Looking Forward



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# How We Got Here

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# 10 Months in the Making!

## PHASE 1

*OCT - DEC*

Brand Audit

Community Survey

Site Visit

Stakeholder Discussions

Positioning + Audience  
Analysis

Strategic Direction

## PHASE 2

*JAN - APRIL*

Brand Platform &  
Marketing Direction

Resident Open House  
+ Council Presentation

Brand Development

Wayfinding &  
Placemaking Strategy

## PHASE 3

*MAY- AUG*

Council Presentation

Marketing Strategy

Brand Templates

Brand Guidelines

Staff Training

WE ARE  
HERE

# Process Has Built On...

16

**Stakeholder and Focus Groups** with residents, elected officials, community organizations, business owners and more

1

**Community Workshop** to gather feedback on the brand messaging and aesthetic directions of the mood boards

313

**Community Surveys Responses** about the character and identity of of Mountlake Terrace

4

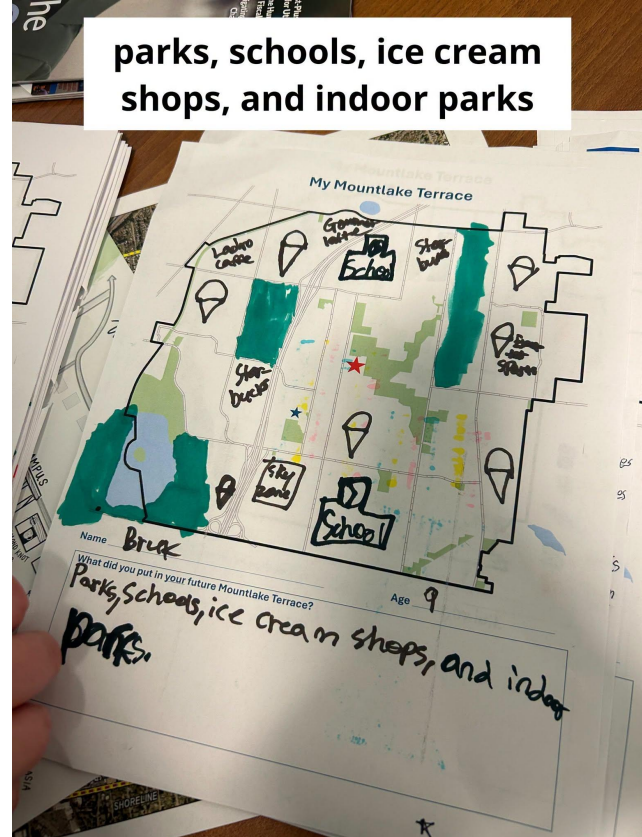
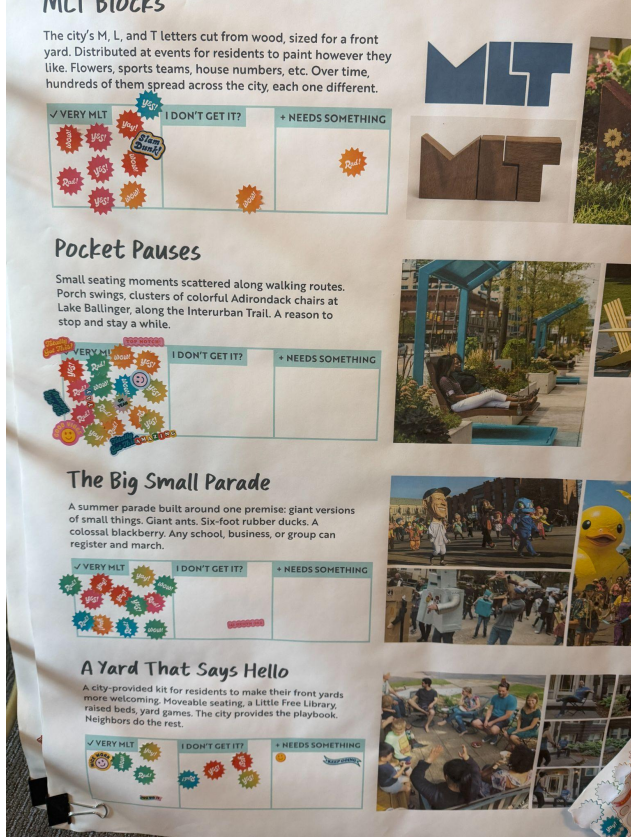
**City Council Meetings** (including this one!)

8

**Background Documents Reviewed**, including Strategic Plan, Comprehensive Plan, Countywide Tourism Plan, and Four Square Miles history book

4

**Project Team meetings** with representatives from local businesses, chamber, residents, and staff.



**Plus,**

**Youth Engagement** with young people ages 8 - 18 at City Hall tours, summer camps, and National Night Out

# What We Heard

- **Top Strengths:** Neighborliness, Parks & Open Space, Unique Local Businesses, Community Events, Light Rail Access / Proximity
- **Top Values:** Welcoming, Family-oriented, Safe, Connected
- **Top Opportunities:** More public art, more support for local businesses

*"The community here embodies a unique and fascinating spirit of kindness, passion, and creativity. This is what should never change."*

*Throughline: Everyday Extraordinary*

KEY DELIVERABLE

# Brand Guide

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CITY OF  
**MOUNTLAKE  
TERRACE**

# Brand Guidelines

AUGUST 2026

## How to Use this Guide

This guide is the working reference for everyone who shapes how Mountlake Terrace shows up in the world: city staff, department heads, community partners, and creative collaborators. It captures the strategy, voice, and visual identity that emerged from a year of community listening and translates them into practical standards anyone can apply.

↑  
*That means you!*



# BRAND POSITIONING

*Statement of who MLT is and where it sits relative to the region.*

Mountlake Terrace is a small, diverse community in the Greater Seattle Region, connected by light rail and growing with intention. It's a place where neighbors know each other, and city life and natural areas sit side by side.







## Grounded Optimist

Made up of a tight-knit community who know their neighbors, MLT believes that good things are still possible and acts on that belief. This has been earned through generations of people who built what they needed rather than waiting for it to arrive. This energetic community looks forward without forgetting what made it worth staying.



## Intentionally Paced

Mountlake Terrace is growing—on purpose and on our terms. We'd rather walk than race, connect rather than compete, and savor rather than rush. The next chapter of our story is one of intentional, vibrant growth that allows us to grow into a true destination.



## Open Arms

MLT has always been a landing pad for anyone looking to build something. That spirit of welcome extends to the present: new neighbors, new businesses, and new ideas are met with genuine openness. We're building spaces for businesses ready to grow with us, and established companies looking for a home base and an unbeatable quality of life.



## Developers & Investors

### Room for Vision. Space to Dream.

Attract developers and investors who build with Mountlake Terrace, not just in it.

Mountlake Terrace is where the region connects — and where smart growth follows. With light rail access and a vibrant Town Center taking shape, we're ready for development that fits: housing for residents seeking Seattle access without Seattle prices, spaces for businesses rooted in community, and design that centers spaces for gathering. We're looking for partners who invest with intention, not just scale. Who understand that four square miles means every project, every dollar, matters.



CITY OF  
**MOUNTLAKE  
TERRACE**



CITY OF  
**MOUNTLAKE  
TERRACE**





This palette builds on Mountlake Terrace's original blue and green, expanded with tints and shades for added flexibility.

Use 3-4 colors from up to three columns, always including Deep Blue or Cedar Green as a base, with additional columns serving as accents.

Recreation & Parks draws from the same palette, leaning toward Cascade Teal, Sunbeam Yellow, Terrace Orange, and Blossom Pink for a more youthful, energetic feel.

Text should be set in Harbor Blue or Forest Green, never black. All color pairings must meet ADA contrast guidelines.

|                                                                                      |                                                                                        |                                                                                           |                                                                                            |                                                                                            |                                                                                          |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>Deep Blue</b><br>#1d5099<br>RGB: 28, 79, 152<br>CMYK:<br>96, 79, 8, 1<br>Pantone: | <b>Cedar Green</b><br>#08874a<br>RGB: 8, 135, 74<br>CMYK:<br>87, 23, 94, 9<br>Pantone: | <b>Cascade Teal</b><br>#1d8a95<br>RGB: 29, 138, 149<br>CMYK:<br>82, 31, 39, 4<br>Pantone: | <b>Sunbeam Yellow</b><br>#fedb04<br>RGB: 252, 219, 4<br>CMYK:<br>2, 10, 100, 0<br>Pantone: | <b>Terrace Orange</b><br>#f89939<br>RGB: 248, 153, 57<br>CMYK:<br>0, 48, 87, 0<br>Pantone: | <b>Blossom Pink</b><br>#ebcee3<br>RGB: 235, 206, 227<br>CMYK:<br>5, 21, 0, 0<br>Pantone: |
| <b>Primary Colors</b>                                                                |                                                                                        |                                                                                           | <b>Recreation &amp; Parks Colors</b>                                                       |                                                                                            |                                                                                          |
| <b>Lake Blue</b><br>#5886c5                                                          | <b>Fern Green</b><br>#7dc892                                                           | <b>Seafoam Teal</b><br>#98d5d8                                                            | <b>Butter Yellow</b><br>#f9f2c1                                                            | <b>Apricot Orange</b><br>#f8caaa                                                           | <b>Peony Petal</b><br>#fbf5f9                                                            |
| <b>Harbor Blue</b><br>#192754                                                        | <b>Forest Green</b><br>#07351c                                                         | <b>Deep Teal</b><br>#104c4d                                                               | <b>Harvest Gold</b><br>#d7af27                                                             | <b>Cedar Brown</b><br>#7e4b29                                                              | <b>Huckleberry</b><br>#774d66                                                            |

# Primary Typefaces

Type is part of how Mountlake Terrace sounds on the page. The system pairs bold, confident headlines with warm, plain-spoken body copy, the same balance that defines the brand's voice.

Three typefaces make up the Mountlake Terrace type system, each with a defined role. Brother is reserved for statement-level headlines and subheadings, and can also be used for body copy when a cleaner, more graphic tone is called for. Domile remains the default for standard body copy, smaller subheadings, and functional headers. Caption appears as an accent for labels, callouts, and decorative details.

No typeface should be substituted or used outside its intended role without approval from the Communications team.

## STATEMENT HEADER

### BROTHER

# CITY OF MOUNTLAKE TERRACE

#### WEIGHT

Extra bold

#### CASE

Upper or sentence

#### USE

Hero headlines, covers, campaign headlines

## SUBHEADER

### DOMILE

## Everyday Extraordinary

#### WEIGHT

Bold

#### CASE

Upper or sentence

#### USE

Subheadlines or mini content headers

## ACCENT

### CAPTION HANDWRITING

## Four square miles

#### WEIGHT

Regular

#### CASE

Sentence

#### USE

Headlines when paired with Brother, accents, callouts

## BODY

### DOMILE

Body copy goes a little bit like this. This is where I get more into the details and information.

### BROTHER 1816

Body copy goes a little bit like this. This is where I get more into the details and information.

#### WEIGHT

Regular / Book

#### USE

Large sections of text

#### CASE

Sentence



The boundaries and names shown here are determined by the Plan Commission and may be subject to change.



KEY DELIVERABLE

03

# Wayfinding & Placemaking Strategy

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A wayfinding system for Mountlake Terrace should mark arrival, anchor the brand, and move people to what matters. The concepts that follow show the look, feel, and material language of a signage system built for MLT.



**Vertical monument signs** for tight or vertical sites

**Horizontal monument signs** for prominent gateway moments



The system uses Western Red Cedar as a structural base, with powder-coated steel panels. Several sign types use channel lettering for added dimension, along with CNC or hand-carved reliefs of the Mountlake Terrace icon.



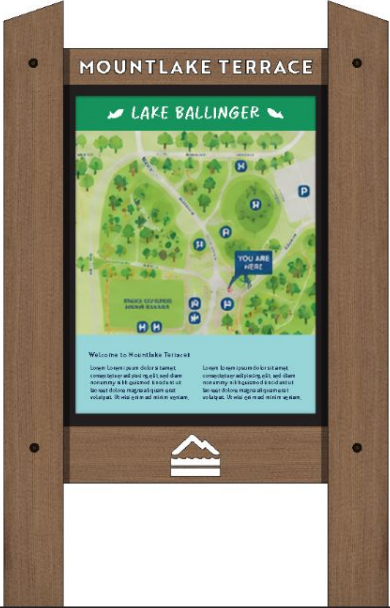
**Identifier signs**  
marking parks, civic buildings,

**Directional signs**  
guiding people

These concepts are directional, not construction-ready. A fabrication partner will need to develop final engineering, structural details, mounting specs, and material certifications. The City will also need to confirm exact placement, quantities, site-by-site ADA compliance, and any easement or right-of-way considerations.



**Parking signs**  
for public lots and  
on-street parking zones



**Map signs**  
at key arrival points

# A COMPLEMENTARY DIRECTION FOR TOWN CENTER

The primary system shown on the preceding pages uses Western Red Cedar and powder-coated steel. An alternate direction explored Corten steel and basalt stone, giving signage a more urban material feel. This direction is included as a reference for the City to consider for Town Center specifically, should a more urban material palette be appropriate for that district.



Horizontal monument  
signs for prominent

Identifier signs

Directional signs

# Street Pole Banners

## **GUIDANCE:**

Create a set of illustrated street pole banners that create a sense of place and reinforce the sub area identities.





# Pocket Pauses

YOUTH  
FAVORITE

## THE IDEA:

Distribute small seating moments along walking routes throughout the four square miles. Not just benches, but invitations for connection and pause. Some rotate, some stay. A few options:

- **Porch swings:** Anchored to fixed posts in public space, painted in a signature MLT color. Similar to Detroit's Campus Martius park swings.
- **Colorful Adirondack chairs** in clusters of 3 to 5. Easy to install, easy to maintain, easy to move seasonally.



# People of MLT Murals

YOUTH  
FAVORITE

## THE IDEA:

Every neighbor city has nature murals. They're lovely and forgettable. Murals featuring people, the depth and diversity of MLT's residents, are what set a place apart.

Two ways to do it:

- **Short-term:** The Inside Out Project. Photograph community members at an event, then wheatpaste their portraits onto a wall as live public art. Low cost, high participation, instant Instagram moment.
- **Permanent:** A commissioned mural series featuring real MLT residents, each by a different artist. Subjects could be nominated by neighbors, drawn from longtime business owners, or selected through an open call.





# MLT Blocks

YOUTH  
FAVORITE

## THE IDEA:

CNC-cut the three letterforms from wood/composite, sized for a front yard. Distribute them through a community paint day or as part of a Friendly Fronts kit. Residents finish their own: flowers, sports teams, house numbers, kids' artwork, cultural motifs, seasonal repaints. Over time, the city fills with hundreds of them, each unique. The form scales in three directions:

- Community kits. Primed and stake-ready, distributed at events. Residents paint their own.
- Artist editions. Local artists commissioned to paint a series, auctioned as a fundraiser or installed as a rotating public art trail.
- Civic-scale versions. Powder-coated steel or laminated timber, sized as gateway sculptures.



# The Big Small Parade

YOUTH  
FAVORITE

## THE IDEA:

Tour de Terrace was retired by its nonprofit organizers in 2025, leaving a gap in MLT's summer calendar. The Seafair-sanctioned parade continues, and it's the anchor to build from.

The premise: big versions of small things. Giant ants. Six-foot rubber ducks. A colossal blackberry. Costumes, floats, and contingents that take the smallest things in MLT and blow them up to scale. Inspired by New Orleans walking krewes and second lines: participatory, handmade, a little weird, deeply local. Any neighbor, school, business, or cultural group can register a contingent and march. Around it, layer a weekend: a community marketplace, performances, kid programming, and evening activations that give people a reason to stay.



# NEW: The Neighborhood Raccoon

## THE IDEA:

When residents were asked to describe MLT in three words, raccoon showed up more than once, unprompted, next to words like community and green. There's a neighborhood Facebook group that organizes trash panda pick-ups. Hemlock Brewery already has one on its label.

The raccoon was already an inside joke around town, so the move is to make it official without making it precious. Illustrated and peeking out from behind the MLT logomark, it's something people would actually wear, and it can show up in small seasonal moments: a rain jacket in fall, a pride flag for the parade, a cameo in event signage. A naming contest lets residents put their stamp on it.



# NEW: The Neighborhood Raccoon

## WHY IT FITS:

Everyday Extraordinary isn't about choosing a mascot and asking people to love it. It's about noticing what residents already believe, and they named the raccoon first.

## WHERE:

Merch (stickers, shirts, pins), seasonal social content, community event signage.



# A Note on Youth Priorities

Youth engagement surfaced a clear ask: something built for them. A skatepark was the specific example, but the ask is really for **a space designed with teenagers in particular in mind.**

While the rest of these idea are smaller-scale, low-cost brand extensions—something like a skatepark is a capital facility. It's noted here so the ask doesn't disappear as a candidate for Parks & Rec capital planning, and worth carrying forward as a desire informed by this process.



We need our own  
Skate park! A  
little more than  
what brier? Edmonds have!  
Support our youth?  
give them something  
to do for those  
12+!!!

YES

OMG



# Ec Dev Marketing Strategy

.....

# Goals

*The marketing strategy is designed as a working roadmap for staff, organized around three goals: Invest, Live, and Visit—with Invest as the lead priority. Economic development leads, and community pride runs through all of it.*

**PRIMARY:**

## Invest

Attracting developers, businesses, and capital to MLT; making the case that this is the right place and the right time to invest.

**SECONDARY:**

## Live

Building the case for MLT as a place worth planting roots, and making sure the people who are here are strong ambassadors.

**TERTIARY:**

## Visit

Drawing people in from the region; to eat, explore, and experience what's here.

# Content Themes

## Become a Part of Our Story

The economic development track, owned by the ED team and aimed at developers, investors, and employers. The tactics are things like investable identity one-pagers, market opportunity briefs, a developer landing page, and a State of MLT newsletter—materials the ED team uses in direct outreach and prospect conversations.

## Connected to Everywhere. Rooted Right Here.

The city communications track, aimed at residents, local businesses, prospective residents, and visitors. The tactics here are business owner spotlights, video series, and media placements. This is content the city's existing channels can carry now.

# Understanding Our Target Audiences & Priorities

MLT's four audiences reinforce each other, and the success of one strengthens the others.

|                                   | Who They Are                                                                                                                                                                                                                     | What They Seek                                                                                                                           | The MLT Opportunity                                                                                                                                                   |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Developers &amp; Investors</b> | Regional developers, impact-oriented capital, and investors seeking early-position opportunities in a transit-connected market.                                                                                                  | Lower barriers to entry than Seattle or built-out suburbs, transit-connected customer access, and a city with a clear vision for growth. | Early partners can help shape Town Center and adjacent corridors, <u>backed by state growth targets</u> and city planning documents that provide long-term certainty. |
| <b>Business, Large and Small</b>  | Entrepreneurs, small businesses, and regional operators <u>looking</u> for their next location. Community demand runs toward locally owned restaurants, specialty food, cafes, <u>grocery</u> , and family-friendly experiences. | Attainable commercial space, a customer base that actively chooses local, and a community where showing up earns loyalty.                | A growing customer base and documented retail leakage in daily-needs categories create room for community-centered businesses to build something sustainable.         |

# Understanding Our Target Audiences & Priorities

MLT's four audiences reinforce each other, and the success of one strengthens the others.

|                  | Who They Are                                                                                                                                                                                                                 | What They Seek                                                                                                                     | The MLT Opportunity                                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Residents</b> | A multi-generational, authentically diverse community where 25 languages are spoken. Longtime homeowners live alongside newer arrivals who came for attainability and stayed for the community.                              | Local businesses that know them by name, small-city feels with big-city access, green space, and a pace of life chosen on purpose. | Deepen civic pride so residents become MLT's most credible ambassadors, championing growth that reflects the community's character.                                                |
| <b>Visitors</b>  | Light rail riders, I-5 and Highway 99 drive-through traffic, and people looking for something real in a region of exclusivity. Drawn to MLT's hidden assets: disc golf, summer nights at the park, Lake Ballinger fireworks. | Attainable, authentic, and unique experiences with easy logistics, especially for families.                                        | Convert the thousands who already pass through daily by making MLT visible at its own station and gateways, with wayfinding, arrival moments, and destinations worth stopping for. |



# TACTICS & ROLLOUT

The tactics below are organized by effort and momentum, grouped by the two content tracks. Quick wins establish credibility and build momentum. Mid-reach deliverables open pathways to conversations with developers, businesses, and prospective residents. Long-term investments build MLT's regional reputation with developers, employers, and site selectors deciding where to grow. Some tactics may move faster or slower depending on capacity and opportunity. All tactics tie back to the three core priorities.

|                                                                                          | <b>Become Part of Our Story.</b><br><i>Economic Development</i>                                                                                                                                                                                               | <b>Connected to Everywhere.<br/>Rooted Right Here.</b><br><i>City Communications</i>                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Quick Wins</b><br><b>0–12 months</b><br><i>Establish credibility, signal momentum</i> | <ul style="list-style-type: none"><li>• Investable identity one-pager</li><li>• Developer landing page on the city website</li><li>• Data visualization of retail leakage and unmet demand</li><li>• Site Opportunity Map (by-request GIS resource)</li></ul> | <ul style="list-style-type: none"><li>• Business owner spotlights (short-form social video)</li><li>• History highlights</li><li>• Ambassador toolkit: shareable graphics, talking points, and window clings for residents and local businesses to represent MLT</li><li>• Before/after corridor moments</li></ul> |

# ECONOMIC DEVELOPMENT ONE PAGERS

Built to feel official without losing the brand's approachable warmth, these one pagers work as a flexible flyer template for a range of economic development uses, from site opportunity sheets to event handouts to partner outreach. Swap in new photography, stats, and messaging as needed while keeping the layout and brand elements consistent.



#### LIGHT RAIL IS OPEN

The Town Center vision is taking shape. We're ready for partners who build with intention.

#### 20 MINUTES TO DOWNTOWN SEATTLE

Link Light Rail's first stop in Snohomish County, adjacent to I-5.

#### 82-ACRE TOWN CENTER

zoned for mixed-use up to 12 stories, with SEPA Planned Action approval and streamlined permitting.

#### HOUSING, COMMERCIAL, AND COMMUNITY SPACE

designed around how people actually want to live, backed by 75 years of community buy-in.

**FOUR SQUARE MILES  
WHERE EVERY  
PROJECT MATTERS.**  
LET'S TALK.

#### RYAN DOSS

Economic Development Manager



425-744-6271  
RDOSS@MLTWA.GOV  
CITYOFMLT.COM



incomes, and the light rail places for residents to spend personal care errands, and outside city limits. The city's plan put some numbers to it:

**2.2 M IN ANNUAL  
HEALTH + PERSONAL  
CARE LEAKAGE**

with room for three to five new stores.

**27.9 M IN  
GENERAL  
MERCHANDISE LEAKAGE\***  
the largest gap in the city.

\*ANNUALLY

**THE DEMAND IS HERE. CONTACT US TO  
LEARN MORE ABOUT THE OPPORTUNITY.**



**RYAN  
DOSS**

ECONOMIC DEVELOPMENT MANAGER  
425-744-6271 RDOSS@MLTWA.GOV  
CITYOFMLT.COM

04

# Looking Forward

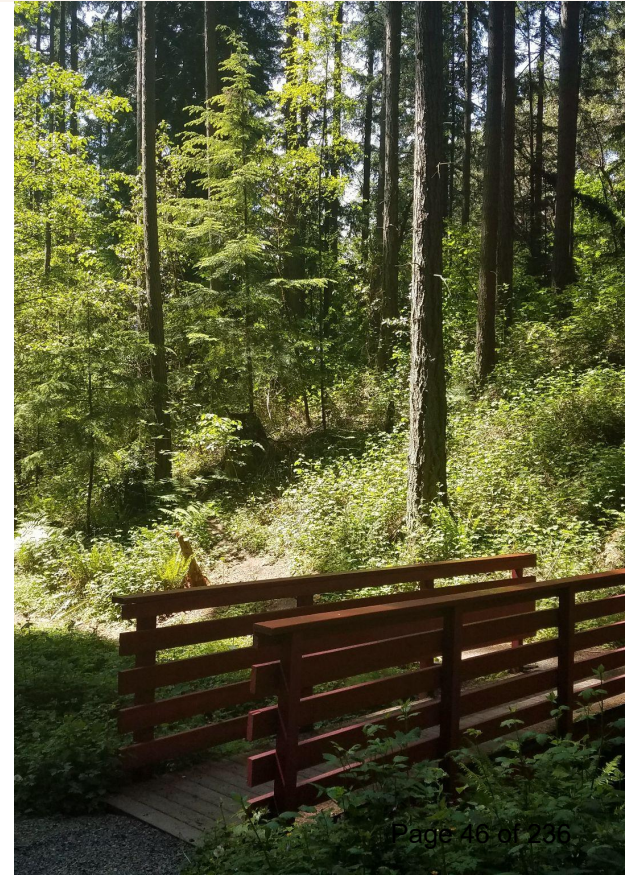
.....

# Becoming A Brand Ambassador

*City Council Members and staff are some of MLT's most credible voices.*

## What it Could Look Like:

- Talk about MLT differently. Use the brand language when you describe your city to people who don't live here. The light rail, the parks, the local businesses, the pace of life. The mayor's already doing this!
- Share what's here. Post about a local business, a park moment, a neighborhood thing you love. Tag the city, that's content the city can amplify.





# Becoming A Brand Ambassador

- Be the welcome committee. When new neighbors move in, when a new business opens—show up!
- Champion a placemaking idea. Pick one concept from the wayfinding and placemaking recommendations that speaks to you and help make it real. Bring it to council, rally your neighborhood, or just start doing it yourself.
- Correct the narrative. When someone describes MLT inaccurately, push back with specifics. Double DD Meats. Ballinger Park. Skog. The disc golf course. The jazz program.



**Thank  
You!**

**All  
Together.**





CITY OF  
**MOUNTLAKE  
TERRACE**

# *Brand Guidelines*

AUGUST 2026

# Table of Contents

Messaging **5**

Visual Identity **17**

Sub Area Identities **36**

# How to Use this Guide

This guide is the working reference for everyone who shapes how Mountlake Terrace shows up in the world: city staff, department heads, community partners, and creative collaborators. It captures the strategy, voice, and visual identity that emerged from a year of community listening and translates them into practical standards anyone can apply.

That means you!

# A few things to keep in mind

## **START WITH THE STRATEGY.**

The values, story, and personality on the following pages are the source material for every choice that follows.

## **CONSISTENCY BUILDS RECOGNITION; FLEXIBILITY KEEPS IT ALIVE.**

This system is designed to scale across departments, districts, and audiences without being too prescriptive. Use the guidance to maintain a recognizable Mountlake Terrace identity, and trust your judgment when a particular application calls for a lighter or more formal touch.

## **WHEN IN DOUBT, ASK.**

The Communications team is the steward of this brand and is available to consult on applications, exceptions, and new use cases. Reach out to our team for support and guidance.

The background of the slide features a stylized mountain range in shades of teal and dark green. The mountains are composed of several peaks of varying heights, with the highest peak on the left. The overall aesthetic is clean and modern.

## SECTION 1

# Messaging



# BRAND POSITIONING

*Statement of who MLT is and where it sits relative to the region.*

Mountlake Terrace is a small, diverse community in the Greater Seattle Region, connected by light rail and growing with intention. It's a place where neighbors know each other, and city life and natural areas sit side by side.



## BRAND PLATFORM

*The positioning turned into a feeling—the language that makes people want to act on it.*

Mountlake Terrace is four square miles of everyday people building extraordinary things—a place where you're connected to everywhere, rooted right here.

**THIS HAS  
ALWAYS BEEN  
A PLACE  
TO BUILD  
SOMETHING.**

**NOW IT'S  
YOUR TURN.**



# PERSONALITY



## Grounded Optimist

Made up of a tight-knit community who know their neighbors, MLT believes that good things are still possible and acts on that belief. This has been earned through generations of people who built what they needed rather than waiting for it to arrive. This energetic community looks forward without forgetting what made it worth staying.



## Intentionally Paced

Mountlake Terrace is growing—on purpose and on our terms. We'd rather walk than race, connect rather than compete, and savor rather than rush. The next chapter of our story is one of intentional, vibrant growth that allows us to grow into a true destination.



## Open Arms

MLT has always been a landing pad for anyone looking to build something. That spirit of welcome extends to the present: new neighbors, new businesses, and new ideas are met with genuine openness. We're building spaces for businesses ready to grow with us, and established companies looking for a home base and an unbeatable quality of life.



# CHARACTER

Neighborhoodly

Small but Mighty

Unpretentious

Intimate

Authentic

Vibrant

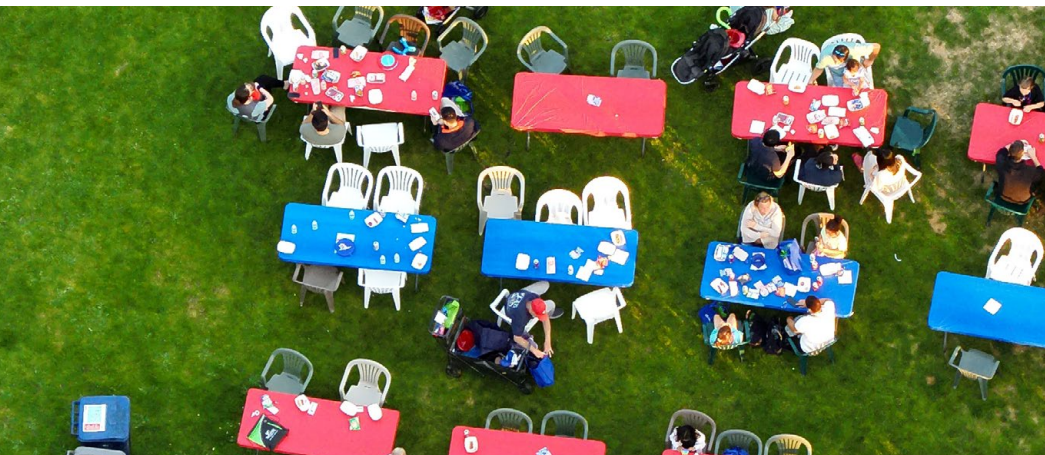


# PERSONA

Grounded Optimist

Intentionally Paced

Open Arms



# **TONE**

Warm, genuine, confident without being boastful. Speaks like a neighbor, not a brochure. Playful and personal in a way that celebrates the joy of MLT living.

# **ENERGY**

Steady and assured. Lively and vibrant. Intentional and connected.

# **LANGUAGE**

Accessible and plain-spoken. Avoids jargon, corporate-speak, or trying too hard. Uses “we” to reinforce community.

## EVERYDAY EXTRAORDINARY

Step off the light rail and feel it almost immediately. Your shoulders drop. Your breathing slows. Your pace changes—and you realize that’s exactly the point. Four square miles of parks, shoreline, and community built around one simple idea: your time is yours. Use it well.

The barista knows your name. The butcher has something worth cooking. The trails open to a view that stops you in your tracks. This is a place of everyday extraordinary—where joy finds a home, because the people who live, work, and play here decided that’s what makes a life well-lived.

And that is what Mountlake Terrace is building: a different kind of growth. Everyday people founding businesses rooted in community, building careers that don’t cost them their evenings, and growing neighborhoods where development makes life richer.

The people here have discovered that a life well-lived and a community on the rise are one and the same.

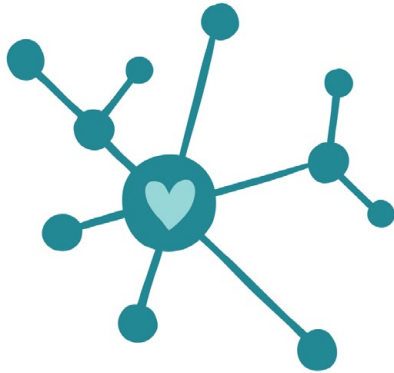
**Four square miles where every one counts.**



# TAGLINES

CITY

**CONNECTED TO EVERYWHERE.  
ROOTED RIGHT HERE.**



**ECONOMIC DEVELOPMENT  
BECOME PART OF OUR STORY**

# AUDIENCE SPECIFIC MESSAGING

## *Current Residents*

### **Connected to Everywhere. Rooted Right Here.**

**Goal: Celebrate their role as community builders, invite continued investment**

You're part of the Mountlake Terrace legacy. The families who came for starter homes and built a city instead. The neighbors who didn't wait for someone else to fix the problem. The regulars who turned local shops into neighborhood institutions. Mountlake Terrace was made by everyday people for everyday people—and that includes you. Every block party you host, every local business you support, every neighbor you welcome adds to something bigger. Mountlake Terrace's next chapters exist in all of the amazing things you will create.







*Businesses*

## **Big enough to build something. Small enough to matter.**

**Goal: Attract entrepreneurs who want  
to build something rooted in community**

You have a vision—a family recipe, a craft you’ve perfected, a gap in the market only you can fill. You just need a place that’s ready for it. Mountlake Terrace is four square miles of neighbors who become customers, customers who become regulars, and regulars who become your biggest champions. With light rail connecting you to the region and a vibrant Town Center taking shape, there’s room here for everyone.



*Visitors*

## Small Town Feel. Big Things Happening.

**Goal: Celebrate their role as community builders, invite continued investment**

The best things in Mountlake Terrace start small and become extraordinary. The butcher shop that's been working for generations. The bakery where the recipe came from someone's grandmother. The summer concerts where half the crowd knows each other by name. This is a place where everyday people build extraordinary things—and you can see it in every block, every shop, every conversation. Discover what everyday extraordinary looks like.





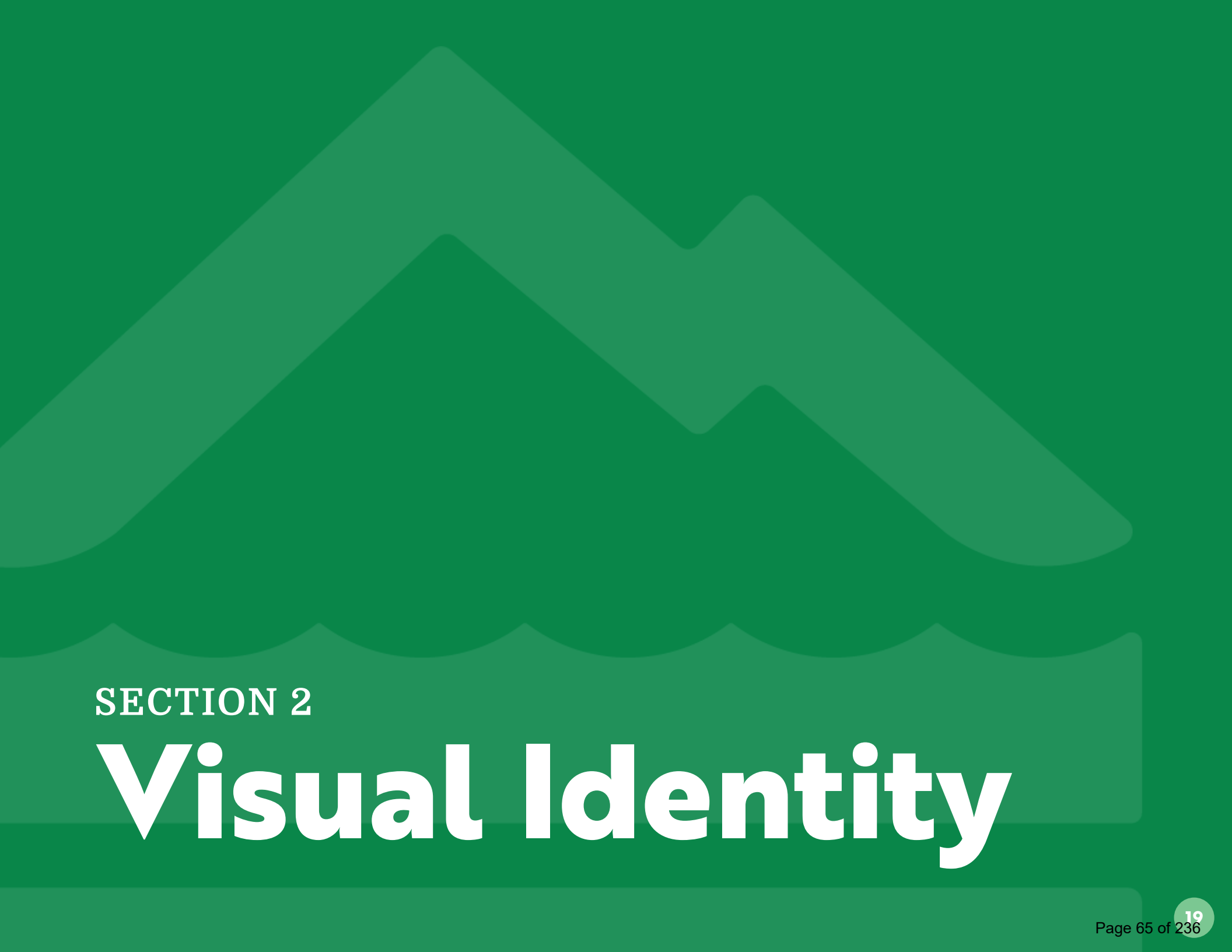


## Developers & Investors

### Room for Vision. Space to Dream.

Attract developers and investors who build with Mountlake Terrace, not just in it.

Mountlake Terrace is where the region connects — and where smart growth follows. With light rail access and a vibrant Town Center taking shape, we're ready for development that fits: housing for residents seeking Seattle access without Seattle prices, spaces for businesses rooted in community, and design that centers spaces for gathering. We're looking for partners who invest with intention, not just scale. Who understand that four square miles means every project, every dollar, matters.

The background of the slide features a stylized mountain range graphic. It consists of three overlapping mountain peaks in shades of green, with a darker green foreground and a lighter green sky. The mountains are composed of simple geometric shapes, creating a clean, modern look.

SECTION 2

# Visual Identity



# VISUAL ELEMENTS

## CITY LOGO

For decades, this mark has been the face of Mountlake Terrace. Its three elements spell out the city's name in shape: mountain peaks for Mountlake, a wave for the lake, and a solid base for the terrace. It remains the primary identifier for the City of Mountlake Terrace, used across all official communications.



CITY OF  
**MOUNTLAKE  
TERRACE**



CITY OF  
**MOUNTLAKE  
TERRACE**

## LOGO ON COLOR

The logo is built to work in a single color, so it can sit cleanly on any color in the brand palette without losing legibility. For added flexibility, the wordmark and the mountain-lake icon can be used independently of each other in brand materials, whether space calls for just the mark, just the type, or the full lockup together.

CITY OF  
**MOUNTLAKE  
TERRACE**



CITY OF  
**MOUNTLAKE  
TERRACE**



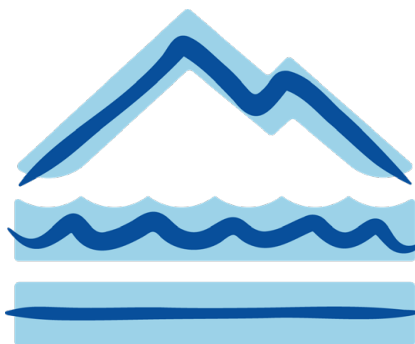
## BADGES

A circular variation of the mark, the badge offers an alternative lockup for settings where a round format fits better; think stamps, seals, event signage, or window decals. It's also a great option for city swag like tote bags, T-shirts, and pins, where a compact, single mark reads more easily than the full horizontal logo.



## MARKS

A more illustrative, creative interpretation of the logo, the marks are for moments when you want something that feels Mountlake Terrace without using the logo itself. They're built for creative applications like signage, murals, and placemaking, where the formality of the primary logo isn't the right fit. Marks should not replace the logo in official city communications; they're a creative alternative for spaces where the logo isn't appropriate.



# LOGO DON'TS

## A Note on Resolution

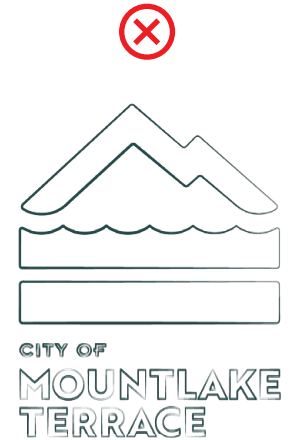
Never stretch or upscale low-resolution files for print use. When in doubt, request guidance from the Communications team.



Don't add effects such as drop shadows, outlines, or gradients.



Don't stretch, skew, or distort the logo.



Don't recreate or redraw the logo from scratch.



Don't place the logo on busy or low-contrast backgrounds.



Don't rearrange or resize the elements within the lockup.



Don't recolor the logo outside of approved palette variations.



# COLOR PALETTE

This palette builds on Mountlake Terrace's original blue and green, expanded with tints and shades for added flexibility.

Use 3-4 colors from up to three columns, always including Deep Blue or Cedar Green as a base, with additional columns serving as accents.

Recreation & Parks draws from the same palette, leaning toward Cascade Teal, Sunbeam Yellow, Terrace Orange, and Blossom Pink for a more youthful, energetic feel.

Text should be set in Harbor Blue or Forest Green, never black. All color pairings must meet ADA contrast guidelines.

## Deep Blue

#1d5099  
RGB: 28, 79, 152  
CMYK:  
96, 79, 8, 1  
Pantone:

## Cedar Green

#08874a  
RGB: 8, 135, 74  
CMYK:  
87, 23, 94, 9  
Pantone:

## Cascade Teal

#1d8a95  
RGB: 29, 138, 149  
CMYK:  
82, 31, 39, 4  
Pantone:

## Sunbeam Yellow

#fdb04  
RGB: 252, 219, 4  
CMYK:  
2, 10, 100, 0  
Pantone:

## Terrace Orange

#f89939  
RGB: 248, 153, 57  
CMYK:  
0, 48, 87, 0  
Pantone:

## Blossom Pink

#ebcee3  
RGB: 235, 206, 227  
CMYK:  
5, 21, 0, 0  
Pantone:

## Primary Colors

## Recreation & Parks Colors

## Secondary Colors

## Lake Blue

#5886c5

## Fern Green

#7dc892

## Seafoam Teal

#98d5d8

## Butter Yellow

#f9f2c1

## Apricot Orange

#f8caaa

## Peony Petal

#fbf5f9

## Harbor Blue

#192754

## Forest Green

#07351c

## Deep Teal

#104c4d

## Harvest Gold

#d7af27

## Cedar Brown

#7e4b29

## Huckleberry

#774d66

## Primary Typefaces

Type is part of how Mountlake Terrace sounds on the page. The system pairs bold, confident headlines with warm, plain-spoken body copy, the same balance that defines the brand’s voice.

Three typefaces make up the Mountlake Terrace type system, each with a defined role. Brother is reserved for statement-level headlines and subheadings, and can also be used for body copy when a cleaner, more graphic tone is called for. Domile remains the default for standard body copy, smaller subheadings, and functional headers. Caption appears as an accent for labels, callouts, and decorative details.

No typeface should be substituted or used outside its intended role without approval from the Communications team.

### STATEMENT HEADER

**BROTHER**

## CITY OF MOUNTLAKE TERRACE

| WEIGHT     | CASE              | USE                                        |
|------------|-------------------|--------------------------------------------|
| Extra bold | Upper or sentence | Hero headlines, covers, campaign headlines |

### SUBHEADER

**DOMILE**

## Everyday Extraordinary

| WEIGHT | CASE              | USE                                  |
|--------|-------------------|--------------------------------------|
| Bold   | Upper or sentence | Subheadlines or mini content headers |

### ACCENT

**CAPTION HANDWRITING**

## Four square miles

| WEIGHT  | CASE     |
|---------|----------|
| Regular | Sentence |

### USE

Headlines when paired with Brother, accents, callouts

### BODY

**DOMILE**

Body copy goes a little bit like this. This is where I get more into the details and information.

### BROTHER 1816

Body copy goes a little bit like this. This is where I get more into the details and information.

| WEIGHT         | USE                    | CASE     |
|----------------|------------------------|----------|
| Regular / Book | Large sections of text | Sentence |

## Alternate Typefaces

For applications where the primary typefaces aren’t available—such as internal documents, email, and certain digital tools—approved system substitutes maintain visual consistency.

Appropriate fonts on all systems include Arial Bold (headers) and Georgia (body).

### FOR WEB USE

Archivo (header) paired with Lora (body). Both are Google fonts.

### STATEMENT HEADER

ARIAL

CITY OF MOUNTLAKE TERRACE

| WEIGHT | CASE              | USE                                        |
|--------|-------------------|--------------------------------------------|
| Black  | Upper or sentence | Hero headlines, covers, campaign headlines |

### SUBHEADER

GEORGIA

Everyday Extraordinary

| WEIGHT | CASE              | USE                                  |
|--------|-------------------|--------------------------------------|
| Bold   | Upper or sentence | Subheadlines or mini content headers |

### BODY

GEORGIA

Body copy goes a little bit like this. This is where I get more into the details and information on a topic.

ARIAL

Body copy goes a little bit like this. This is where I get more into the details and information on a topic.

| WEIGHT  | CASE     | USE                    |
|---------|----------|------------------------|
| Regular | Sentence | Large sections of text |

# ICON SET

Hand-drawn icon illustrations were created to fit a variety of the city's communication needs. Icons are also provided against a circle color background for more flexible use.

Any additional icons can be hand drawn in a similar style.

**The icon illustrations are not a replacement for the primary logo and should not appear on official documents in place of it.**



Community  
Engagement



Community  
Event



Severe Weather  
Warning



City Hall Hours



Public Meeting



Development Update

# BRAND APPLICATIONS

## ECONOMIC DEVELOPMENT ONE PAGERS

Built to feel official without losing the brand's approachable warmth, these one pagers work as a flexible flyer template for a range of economic development uses, from site opportunity sheets to event handouts to partner outreach. Swap in new photography, stats, and messaging as needed while keeping the layout and brand elements consistent.



**CITY OF MOUNTLAKE TERRACE**

*Build Something that Belongs.*

**LIGHT RAIL IS OPEN**

The Town Center vision is taking shape. We're ready for partners who build with intention.

**82-ACRE TOWN CENTER**

zoned for mixed-use up to 12 stories, with SEPA Planned Action approval and streamlined permitting.

**20 MINUTES TO DOWNTOWN SEATTLE**

Link Light Rail's first stop in Snohomish County, adjacent to I-5.

**HOUSING, COMMERCIAL, AND COMMUNITY SPACE**

designed around how people actually want to live, backed by 75 years of community buy-in.

**FOUR SQUARE MILES WHERE EVERY PROJECT MATTERS.**

LET'S TALK.

**RYAN DOSS**  
Economic Development Manager

425-744-6271  
RDOSS@MLTWA.GOV  
CITYOFMLT.COM

**12.2 M IN ANNUAL HEALTH + PERSONAL CARE LEAKAGE**

with room for three to five new stores.

**27.9 M IN GENERAL MERCHANDISE LEAKAGE\***

the largest gap in the city.

\*ANNUALLY

**THE DEMAND IS HERE. CONTACT US TO LEARN MORE ABOUT THE OPPORTUNITY.**

➔ **RYAN DOSS** ECONOMIC DEVELOPMENT MANAGER  
425-744-6271 RDOSS@MLTWA.GOV  
CITYOFMLT.COM



# SOCIAL POSTS

A series of social post templates has been created in Canva to cover common communications needs. The Communications team can iterate on and expand these templates as new use cases arise, keeping posts on-brand while staying flexible for whatever the moment calls for.



## Traffic Advisory



## City Council Special Meeting



# STREET POLE BANNERS

These banners show how the brand's illustrated system can expand into physical, place-based applications. This pair draws on the color palette and character elements from the Town Center sub-area (see Sub Area Identities on page 32), demonstrating how each neighborhood's identity can come through in real-world signage.





# PHOTOGRAPHY GUIDANCE

Photography should be clear and crisp, with **content focused on human connection and experience in nature**. Nature photos should be from natural human viewpoints when possible, to emphasize the beauty of the outdoor experience in Mountlake Terrace.

**Shallow depth of field** may be used for unique moments or nature micro photography.

**Photo layering** may be used with appropriate natural textures behind a photo with a clear subject.



# WAYFINDING CONCEPTS

A wayfinding system for Mountlake Terrace should mark arrival, anchor the brand, and move people to what matters. The concepts that follow show the look, feel, and material language of a signage system built for MLT.



**Vertical monument signs** for tight or vertical sites



**Horizontal monument signs** for prominent gateway moments

The system uses Western Red Cedar as a structural base, with powder-coated steel panels. Several sign types use channel lettering for added dimension, along with CNC or hand-carved reliefs of the Mountlake Terrace icon.



**Identifier signs**  
marking parks, civic buildings,  
and key destinations

**Directional signs**  
guiding people  
between destinations



These concepts are directional, not construction-ready. A fabrication partner will need to develop final engineering, structural details, mounting specs, and material certifications. The City will also need to confirm exact placement, quantities, site-by-site ADA compliance, and any easement or right-of-way considerations.



**Parking signs**  
for public lots and  
on-street parking zones



**Map signs**  
at key arrival points

# WAYFINDING CONCEPTS: ALT

## A COMPLEMENTARY DIRECTION FOR TOWN CENTER

The primary system shown on the preceding pages uses Western Red Cedar and powder-coated steel. An alternate direction explored Corten steel and basalt stone, giving signage a more urban material feel. This direction is included as a reference for the City to consider for Town Center specifically, should a more urban material palette be appropriate for that district.



**Horizontal monument signs** for prominent gateway moments

**Identifier signs** marking parks, civic buildings, and key destinations

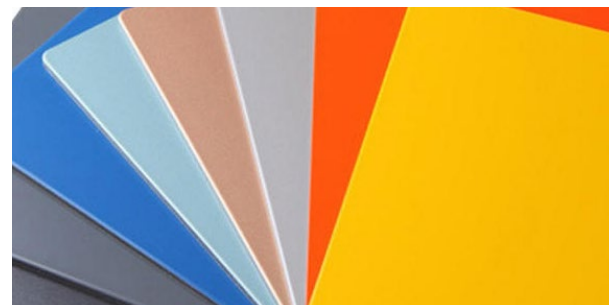
**Directional signs** guiding people between destinations

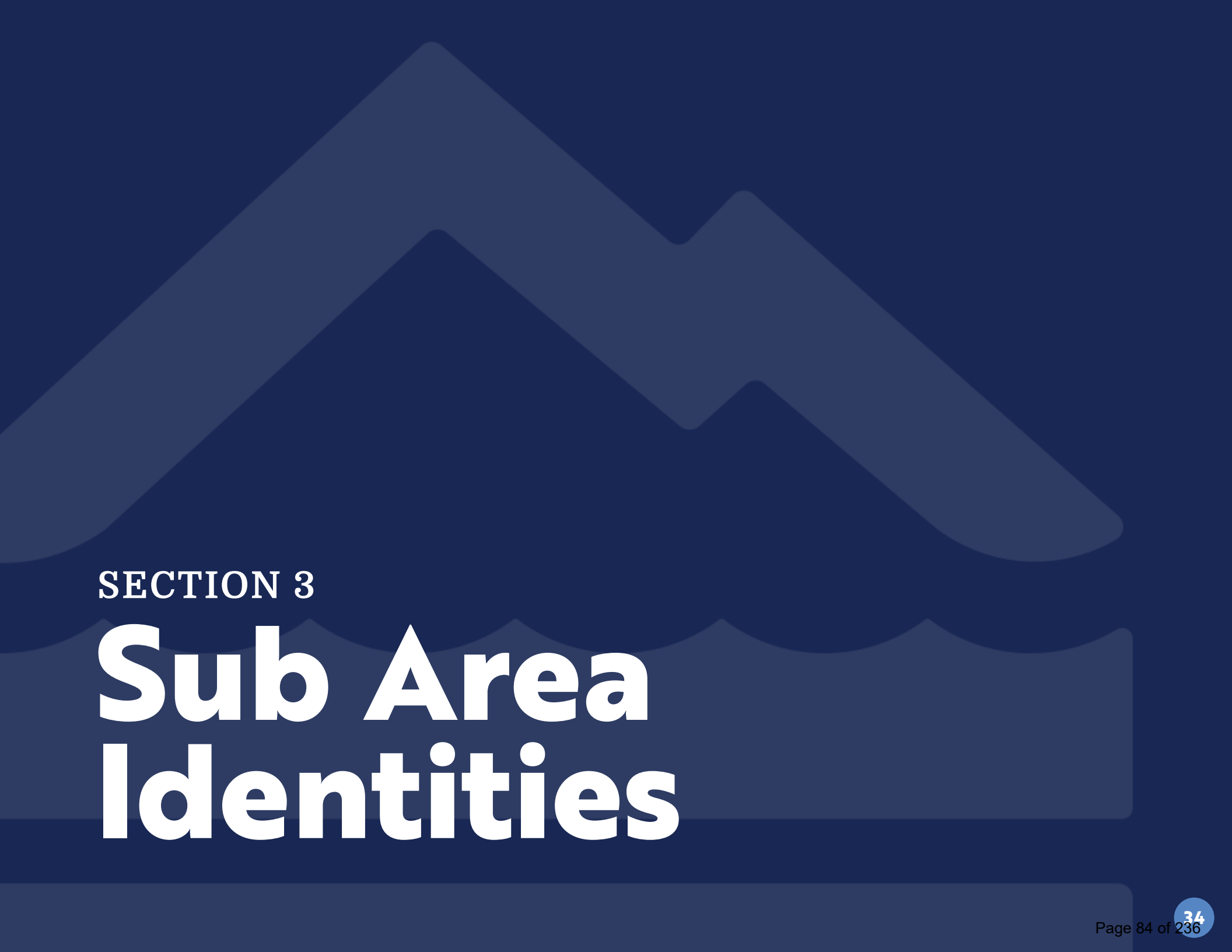
# MATERIALS PALETTE

The Mountlake Terrace signage family draws from a defined material palette that reflects the city's balance of natural surroundings and urban growth.

- **Western Red Cedar:** structural base for wayfinding, identifier, and directional signs.
- **Basalt stone:** base and foundation elements for gateway signage.
- **Corten steel:** panel material for gateway and identifier signage, referenced in the Town Center's alternate direction.
- **Powder-coated steel and aluminum:** panel and hardware material across the signage system.

Materials should be paired to reflect the natural and urban character of a given site.



A stylized graphic of a mountain range in shades of blue, with the peaks and valleys creating a rhythmic, geometric pattern across the top half of the slide.

## SECTION 3

# Sub Area Identities

# PURPOSE + MARKS

Each of Mountlake Terrace's six neighborhoods has its own economic character, and this system gives that character a visual and verbal identity. Every sub-area follows a consistent structure, a name, a mark, and a personality, while highlighting what makes that particular place distinct. Together, they create a visual architecture and messaging framework to support future land use and zoning work, and to build awareness and buy-in at the neighborhood level.

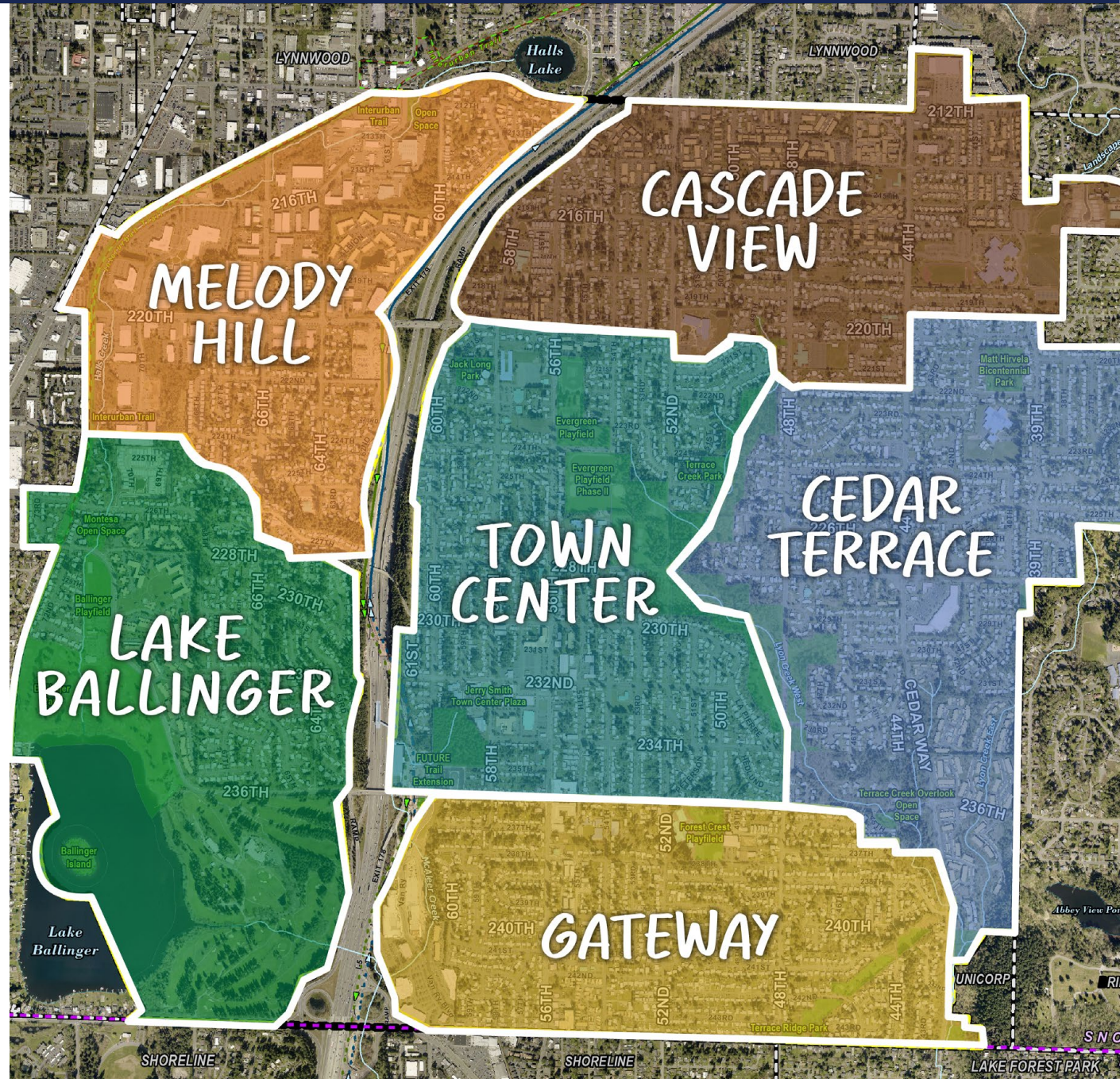




# USE CASES

These identities are designed to show up across a range of applications: street pole banners (rolled out gradually to build familiarity), developer recruitment materials, marketing support for smaller commercial nodes, and an illustrated city map.

The boundaries and names shown here are determined by the Plan Commission and may be subject to change.





# AREA IDENTITIES

## SUB AREA 1: TOWN CENTER

*The heart of the city with transformation underway*

Mountlake Terrace is a town where people, parks, and play are at the center of everything. Town Center will reflect that. People want to run into their neighbors, support local businesses, and gather for seasonal attractions and everyday encounters.

This is an opportunity to build place: lean into community-focused events, build spots to sit and stay awhile, and embrace art and expression.

Personality

**BECOMING • COMMUNITY-ROOTED**  
**WALKABLE • ARTS-FORWARD**



## SUB AREA 2: MELODY HILL

### *MLT's employment engine with an evolving identity*

Melody Hill is Mountlake Terrace's innovation district with room for even more dreaming.

Currently home to a diverse range of businesses and industries, Melody Hill is a neighborhood that will expand to offer full-service work and play to its residents and commuters. The investment and development of hotels, coffee shops, fast casual restaurants, event and meeting spaces, will become amenities for new businesses hoping to plant roots here.

Personality

**INDUSTRIOUS · UNPRETENTIOUS ·  
FORWARD-LOOKING · GROUNDED**





## SUB AREA 3: LAKE BALLINGER

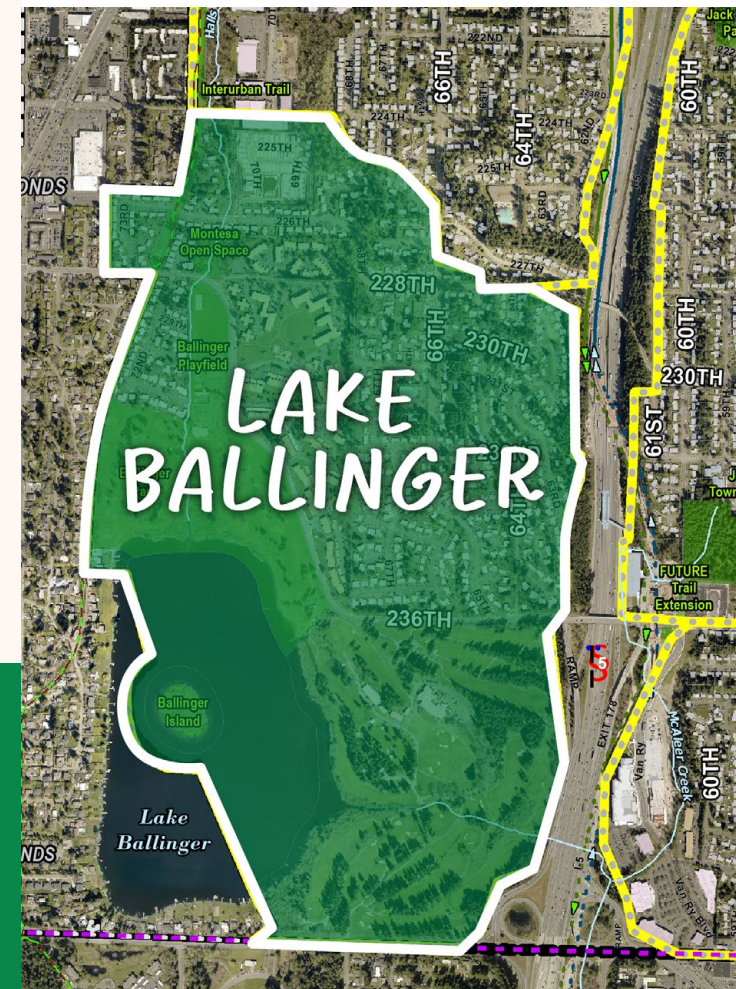
*MLT's natural heart and a gem that deserves to be found*

If there was ever a place to give yourself a time-out, Lake Ballinger is it. MLT's natural heart sits tucked at the edge of the city, beloved by the community. The lake has filled this land with richness and life since long before the city existed, carrying an indigenous history and a story of remarkable restoration.

Today, Ballinger Park is actively transforming — a place to play, kayak, fish, swim, and explore — holding both the stillness of a lakeside morning and the energy of a full community event in the same breath.

Personality

**RESTORATIVE • REMARKABLE  
GROUNDED • UNHURRIED  
CONNECTED**



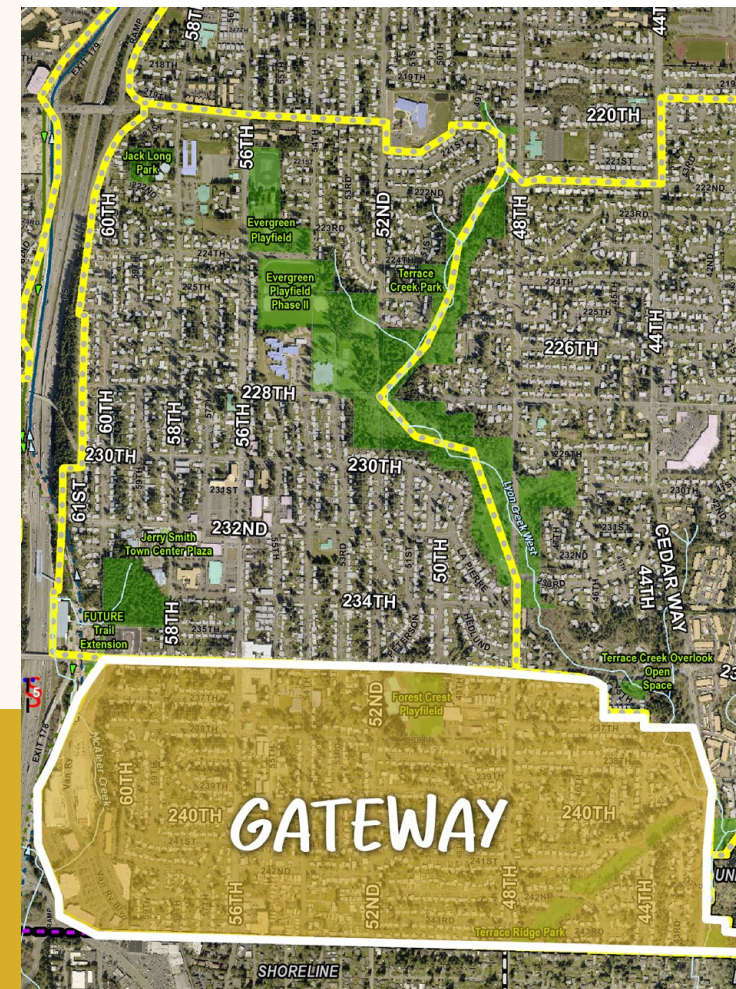
## SUB AREA 4: GATEWAY

### *MLT's southern arrival and the gateway to Snohomish County*

This is where the highway ends and MLT begins—where commuters exhale, where new residents land, where the city's growth is most visible. With continued investment, Gateway is becoming a complete neighborhood: activated mixed-use on the east side of the highway, local character and green space on the west, and enough critical mass on both ends to function as a destination rather than a through-zone.

#### Personality

**TRANSITIONAL • ENERGETIC •  
LAYERED • OPTIMISTIC • EVERYDAY**





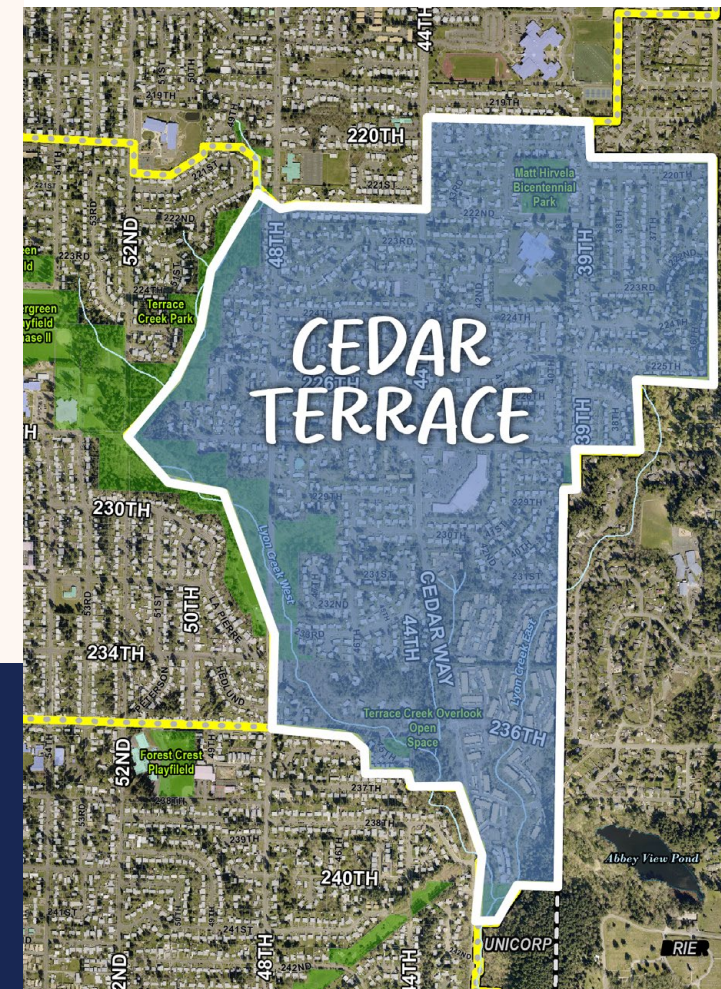
## SUB AREA 5: CEDAR TERRACE

### *Established and self-sufficient*

Cedar Terrace is what a rooted community looks like. In a world moving fast, there's value in a neighborhood that has always known its purpose: good streets, good neighbors, everyday life done well. Cedar Plaza will be that neighborhood anchor – reimagined. The bones are there, and so is the habit of gathering. With the right investment, it will become the destination for an even more walkable, more neighborly community.



OUR NEIGHBORHOOD  
ANCHOR



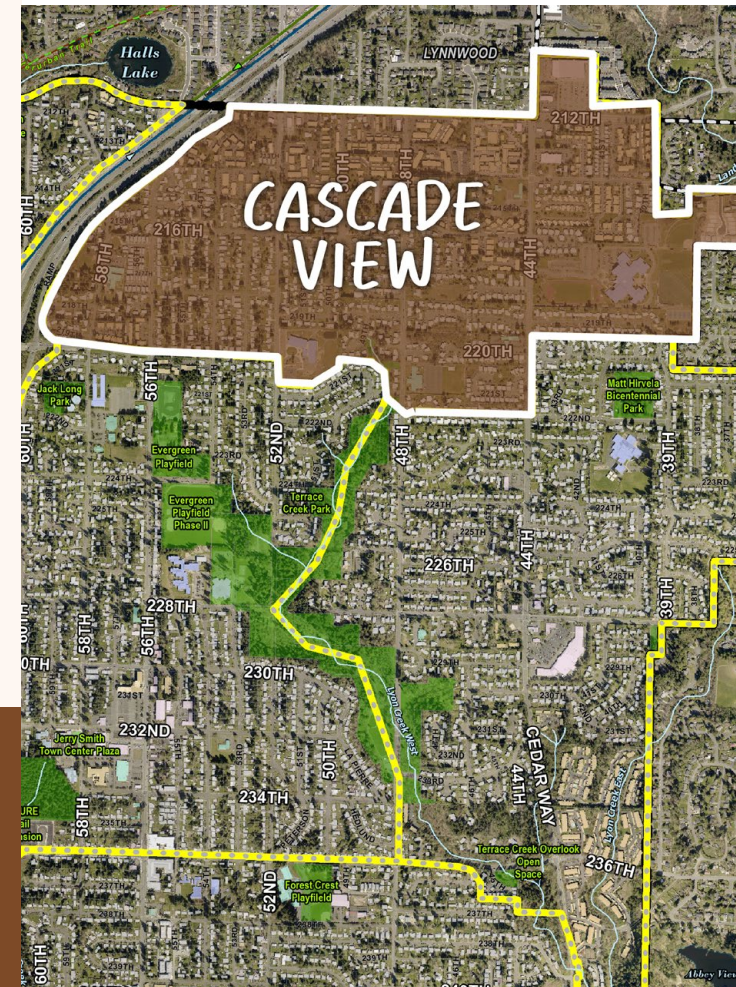
### Personality

**ROOTED • UNHURRIED**  
**NEIGHBOR-FACING • STEADY**  
**PROUD**

## SUB AREA 6: CASCADE VIEW

*A neighborhood still finding its name*

Cascade View hosts a mixed residential fabric, commercial nodes, and a neighborhood identity built around athletic life, youth activity, and active community. It is honest about what's here and what it could grow into. With Mountlake Terrace High School at its heart, this is where we dream and grow MLT pride.



Personality

**UNDERESTIMATED • ACTIVE  
EMERGING • HONEST**



CITY OF  
**MOUNTLAKE  
TERRACE**

*Thank You!*





# Economic Development Marketing Strategy

8.13.2026

## INTRODUCTION

Mountlake Terrace (MLT) was founded on the everyday extraordinary: everyday people partnering together to build a life, a home, and a community worth staying for.

The community knows what it values: local businesses rooted in community, green space for gathering, a life lived with intention, and an inclusive spirit rooted in character and open to growth.

MLT is the first Snohomish County stop on the light rail, the most attainable community with direct rail access, and a city on track to nearly double in population by 2044. With a vision for a vibrant, walkable Town Center, MLT is poised to welcome new residents, new businesses, and new energy as a regional destination that still feels like a hometown.

This strategy sits alongside the placemaking and wayfinding work underway at the city. While not all of those concepts will move forward, they represent ideas the city is actively considering. Where they align with economic development goals, they're referenced throughout this document as potential content anchors and community-facing moments the marketing strategy can amplify.

The pages ahead outline how we attract the businesses, visitors, and development partners who strengthen and build upon what already works here. Consider this both a marketing strategy and an invitation to grow the way this city has always grown: neighbor by neighbor, with everyday people making an extraordinary impact.



# GOALS

These goals work together. **Investment** creates the businesses, amenities, and jobs that raise the quality of life and give visitors reasons to come. Proud **residents** and returning **visitors** both become MLT's most credible ambassadors, bringing the next wave of investment with them.

## Primary Goal: *Invest*

**Position MLT as one of the region's best opportunities for new development and business investment.**

- Connected to the Seattle market, with the advantages of Snohomish County
- A quality of life that attracts and keeps a workforce: first-class schools, a robust park system, and light rail on your doorstep
- A growing, unsaturated consumer market

## Secondary Goal: *Live*

**Establish MLT as a place people are proud to live and interested in moving to** – with the strong sense of community, character, and civic pride that turn residents and local businesses into ambassadors.

## Tertiary Goal: *Visit*

**Make MLT a destination worth the trip**, where recreation and a distinctive independent business ecosystem draw visitors and keep spending locally.

# BRAND POSITIONING

## Understanding Identity

The land now known as Mountlake Terrace was home to Coast Salish peoples, then to rural homesteads, and then to post-war housing built as an affordable entry point to homeownership for veterans and young families. Many who intended to move up and move on stayed and built MLT into the city it is today.

### MLT is...

**A place to build something.** From the original master-planned homes to today's vision for Town Center, MLT is where people put down roots, taking advantage of affordability, a connected community, and access to Seattle and the region.

**Small but mighty.** This is a four-square-mile city that punches above its weight. The Recreation Pavilion exists because residents organized to fund it. The high school jazz ensemble wins national competitions. The disc golf course draws international recognition. Across generations, the pattern is the same: engaged people making an outsized impact.

**A change in pace.** MLT offers something increasingly rare in the Puget Sound region: permission to live life at your own pace. Towering trees, 260 acres of parks, afternoons at the lake, and neighbors who walk to the butcher shop for the chance to say hello.

**Business rooted in community.** MLT is embracing change, but wants to grow without losing the character and values that make it distinct. MLT is looking for community-centered businesses that grow here – businesses that offer employees an outstanding quality of life, invest in local relationships, and draw regional visitors.

## Understanding Market Positioning

MLT's regional neighbors have staked out clear identities: Edmonds owns waterfront living, Lynnwood draws regional retail, Kirkland pairs lakeside living with exclusivity, Woodinville has wine country, and Bothell blends a growing biotech industry with a revitalized downtown. Nearly all of them sit at the exclusive end of the spectrum, with home values and price points that limit who can participate.

**Today, MLT is perceived as local and accessible.**

A community that serves its residents well, but isn't yet a destination for recreation, retail, services, or new development. With its neighbors positioned as more exclusive destinations, MLT has a clear opening to serve the middle market. That means attracting community-centered employers who can offer an extraordinary quality of life at attainable living costs, cultivating niche small businesses with regional draw, expanding what's possible for Light Rail commuters, and deepening the civic pride that turns residents into MLT's biggest ambassadors.

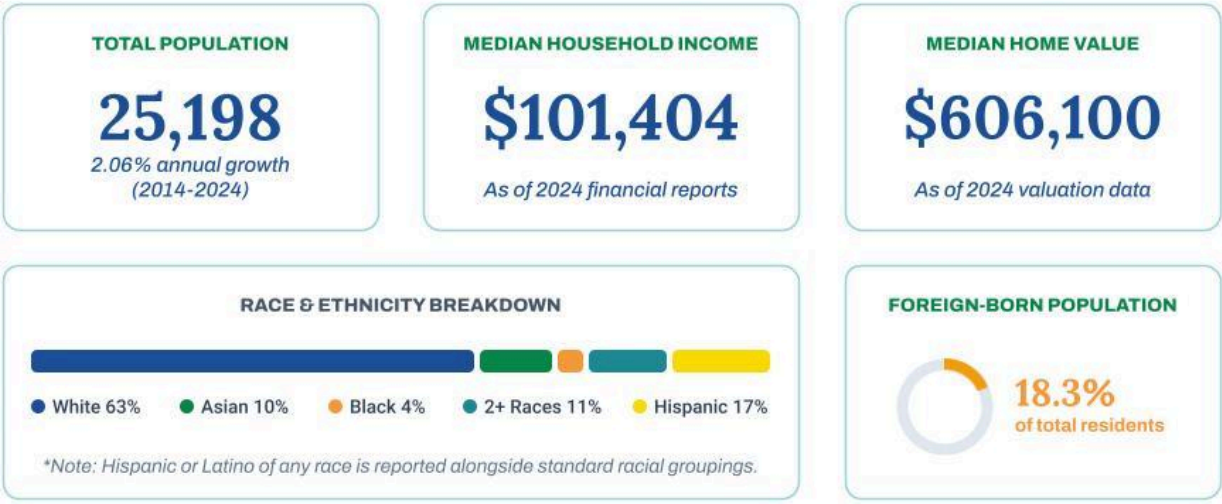
## Understanding Our Target Audiences & Priorities

MLT's four audiences reinforce each other, and the success of one strengthens the others.

|                                   | Who They Are                                                                                                                                                                                                      | What They Seek                                                                                                                           | The MLT Opportunity                                                                                                                                            |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Developers &amp; Investors</b> | Regional developers, impact-oriented capital, and investors seeking early-position opportunities in a transit-connected market.                                                                                   | Lower barriers to entry than Seattle or built-out suburbs, transit-connected customer access, and a city with a clear vision for growth. | Early partners can help shape Town Center and adjacent corridors, backed by state growth targets and city planning documents that provide long-term certainty. |
| <b>Business, Large and Small</b>  | Entrepreneurs, small businesses, and regional operators looking for their next location. Community demand runs toward locally owned restaurants, specialty food, cafes, grocery, and family-friendly experiences. | Attainable commercial space, a customer base that actively chooses local, and a community where showing up earns loyalty.                | A growing customer base and documented retail leakage in daily-needs categories create room for community-centered businesses to build something sustainable.  |
| <b>Residents</b>                  | A multi-generational, authentically diverse community where 25                                                                                                                                                    | Local businesses that know them by name, small-city feels with                                                                           | Deepen civic pride so residents become MLT's most credible                                                                                                     |

|          |                                                                                                                                                                                                                              |                                                                                             |                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | languages are spoken. Longtime homeowners live alongside newer arrivals who came for attainability and stayed for the community.                                                                                             | big-city access, green space, and a pace of life chosen on purpose.                         | ambassadors, championing growth that reflects the community's character.                                                                                                           |
| Visitors | Light rail riders, I-5 and Highway 99 drive-through traffic, and people looking for something real in a region of exclusivity. Drawn to MLT's hidden assets: disc golf, summer nights at the park, Lake Ballinger fireworks. | Attainable, authentic, and unique experiences with easy logistics, especially for families. | Convert the thousands who already pass through daily by making MLT visible at its own station and gateways, with wayfinding, arrival moments, and destinations worth stopping for. |

Mountlake Terrace Residents: By the Numbers



Data Source: US Census Bureau 2023 ACS

CORE PRIORITIES

This strategy moves from awareness to action: claim MLT's market position, prove the demand, and clear the way for investment.

## Communicate MLT's Unique Position

Position MLT's connectivity, attainability, and distinct character as a competitive advantage, grounded in the everyday extraordinary.

## Market The Demand Gap

Turn the city's retail leakage data into recruitment-ready materials that show prospective businesses the documented customer spending waiting to be captured.

## Build a Deal Pipeline

Create direct pathways for developers and businesses to connect with available sites, incentives, and city contacts, so interest converts to investment without friction.

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## CONTENT STRATEGY

MLT's story reaches its audiences through two tracks, each anchored to one of the MLT brand's taglines: the citywide tagline and the economic development tagline. Each track is owned by one team day-to-day, and each ties back to the core priorities and the tactics that follow.

### Become Part of Our Story

#### ECONOMIC DEVELOPMENT

***MLT has spent years building the case for its own growth. This track tells that story to the people whose next decision could shape it: developers, employers, and investors looking for a transit-connected market with room to build. The goal here is about making the opportunity legible and the invitation clear.***

**Audiences:** Developers, investors, and employers looking for early-position opportunities in a transit-connected market.

**Channels:** LinkedIn, Media Outlets, ED team direct outreach, and a developer-facing pathway on the City website.

**Formats:** Investable identity one-pager, retail leakage one-pager, market opportunity briefs by sector, long-form case studies, State of MLT quarterly newsletter, and earned media placements.

**Placemaking Connections:** The Light Rail Welcome, People of MLT Murals, A Thousand Blooms, and Utility Box Art make the "become part of our story" case tangible for developers and investors – the ordinary made remarkable through community pride. For marketing purposes, they could appear as photo assets in



the investable identity one-pager, as backdrops for developer site visits, and as social content that demonstrates MLT's character.

## Connected to Everywhere. Rooted Right Here.

### CITY COMMUNICATIONS

*This track carries the everyday story of MLT: who lives here, what's happening, and what makes it worth showing up for. It speaks to the people already in MLT and the people who could be, using shared channels to reach two sub-audiences with different reasons to pay attention.*

*This track has two sub-audiences who share channels but not always the same message.*

#### Residents & Local Business

**Channels:** Instagram, Facebook, the city newsletter, community events, and future Explore MLT web content.

**Formats:** Business owner spotlights, history highlights, ambassador toolkit for residents and local businesses, community partner content series, local business co-marketing, and a storytelling video series designed for modular reuse.

**Placemaking Connections:** The Big Small Parade, MLT Blocks, A Yard That Says Hello, and Pocket Pauses are all built around participation, neighborliness, and making the brand something residents make their own. These are the placemaking moments that an ambassador toolkit can rally around, as well as the places where business owner spotlights can be filmed.

#### Prospective Residents & Visitors

**Channels:** Instagram, transit-adjacent placements, regional lifestyle media, and future Explore MLT web content.

**Formats:** Before/after corridor moments, short-form video introducing MLT to the region, video series, regional lifestyle media placements, an anchor event or pop-up activation, and out-of-market advertising in select regional markets.

**Placemaking Connections:** Community Totems, Cairns, the wayfinding gateway signs, and the streetscape investments (planters, benches, intersection art, street pole banners) are what a visitor or prospective resident encounters upon arrival. These serve the video series, the regional lifestyle media pitch, and any content about what it feels like to arrive in MLT for the first time.

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## TACTICS & ROLLOUT

The tactics below are organized by effort and momentum, grouped by the two content tracks. Quick wins establish credibility and build momentum. Mid-reach deliverables open pathways to conversations with developers, businesses, and prospective residents. Long-term investments build MLT's regional reputation with developers, employers, and site selectors deciding where to grow. Some tactics may move faster or slower depending on capacity and opportunity. All tactics tie back to the three core priorities.

*Several tactics below reference placemaking and wayfinding concepts. These are noted as potential anchors — moments the marketing strategy can amplify if the city chooses to pursue them, but that the strategy doesn't depend on. When a placemaking concept is referenced, it reinforces one of the two content tracks and supports the economic development goals of this strategy.*

|                                                                                                        | <b>Become Part of Our Story.</b><br><i>Economic Development</i>                                                                                                                                                                                                    | <b>Connected to Everywhere.</b><br><b>Rooted Right Here.</b><br><i>City Communications</i>                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Quick Wins</b><br><br><b>0–12 months</b><br><i>Establish credibility, signal momentum</i>           | <ul style="list-style-type: none"> <li>• Investable identity one-pager</li> <li>• Developer landing page on the city website</li> <li>• Data visualization of retail leakage and unmet demand</li> <li>• Site Opportunity Map (by-request GIS resource)</li> </ul> | <ul style="list-style-type: none"> <li>• Business owner spotlights (short-form social video)</li> <li>• History highlights</li> <li>• Ambassador toolkit: shareable graphics, talking points, and window clings for residents and local businesses to represent MLT</li> <li>• Before/after corridor moments</li> </ul> |
| <b>Mid Reach</b><br><br><b>1-2 Years</b><br><i>Convert awareness into interest, build the pipeline</i> | <ul style="list-style-type: none"> <li>• Market opportunity briefs by developer type (housing, mixed-use, hospitality, retail)</li> <li>• Long-form case studies that could convert to regional media pitches</li> </ul>                                           | <ul style="list-style-type: none"> <li>• Community partner content series</li> <li>• Local business co-marketing</li> <li>• Video series featuring residents, business owners, and city leadership</li> <li>• Regional lifestyle media placements</li> </ul>                                                            |
| <b>Long-Term Positioning</b><br><br><b>2+ Years</b>                                                    | <ul style="list-style-type: none"> <li>• "State of MLT" quarterly e-newsletter for investors and civic audiences</li> <li>• Earned media in national editorial and urban planning outlets</li> </ul>                                                               | <ul style="list-style-type: none"> <li>• Storytelling video series capturing MLT's people, places, and character, designed for modular reuse</li> <li>• Anchor event or pop-up activation</li> <li>• Out-of-market advertising in</li> </ul>                                                                            |

|                                                                                        |  |                         |
|----------------------------------------------------------------------------------------|--|-------------------------|
| Establish MLT as a recognized destination for investment and development in the region |  | select regional markets |
|----------------------------------------------------------------------------------------|--|-------------------------|

## A Note on Channels

*Until a dedicated destination marketing channel comes online (see Future Recommendations), the city's own channels are the home for the storytelling and discovery work:*

- **City of Mountlake Terrace (Instagram, Facebook):** lifestyle content, business owner spotlights, community moments, and the discovery-oriented content aimed at residents, prospective residents, and visitors. This is an evolution of how these channels are used today: municipal announcements and service updates continue, but the accounts also take on a storytelling role.
- **LinkedIn (City ED team):** developers, investors, regional business media.

## Future Recommendations

*Worth pursuing when the city has the capacity and budget. The strategy works without them, but each would open up more of what MLT can do.*

**Take Explore MLT under city ownership, or run it in partnership with the Chamber.** The Explore MLT website was built by the Chamber of Commerce and isn't actively maintained. Whether the city takes it on directly or shares ownership with the Chamber, it could become MLT's main marketing site: a place for blog content, guides to things to do and places to eat, business owner spotlights, and market data for developers. Until then, this strategy uses the city's main website and existing social channels, with content built so it can move to Explore MLT later.

**Reactivate the Explore MLT social accounts.** Once the website is up and running – whether city-run or a city-Chamber partnership – the Instagram and Facebook accounts can come back online, sharing the lifestyle and discovery content so city channels can return to municipal communications. The two accounts can cross-promote where it makes sense.

# MEASURING SUCCESS

The KPIs below are organized by the three immediate priorities, so each metric ties back to a specific outcome the strategy aims to deliver. Some are leading indicators (web traffic, inquiries, media coverage) that signal traction quarter to quarter; others are lagging indicators (sales tax, new business openings) that show up over the years. Both matter, and reading them together is how the city will know what's working and what to adjust.

## A note on data sources:

Several of these KPIs depend on tools the city doesn't currently have in place, such as foot traffic analytics like Placer.ai or Azira, AI search visibility monitoring, and structured tracking of ED team inquiries. Where a tool isn't budgeted, lightweight alternatives include manual quarterly spot checks, city-collected data (business licenses, sales tax by category), and coordination with regional partners.

## Priority 1: Communicate MLT's unique position

### *Is the story landing?*

These metrics track visibility and reception: whether the audiences the strategy aims to reach are seeing MLT and engaging with it.

- **Search ranking and AI search visibility for target queries** (relocation, investment, dining near light rail, best Seattle-area suburbs for a family, etc.). Includes traditional SEO position and how MLT shows up in AI assistant responses.
- **Website analytics**: total views, time on site, page views on developer-facing content, referral sources, and conversions to contact forms or downloads.
- **Social reach and engagement**: follower growth, impressions, engagement rate, and share/save rates across Instagram, LinkedIn, Facebook, and TikTok.
- **Earned media placements**: mentions and features in Puget Sound Business Journal, GeekWire, Seattle-area lifestyle outlets, and regional and national publications. Track both volume and sentiment.
- **Brand awareness**: a periodic survey of regional developers, businesses, and prospective residents to test whether MLT is known, and known for what.

## Priority 2: Market the Demand Gap

### *Is the data converting into new businesses?*

These metrics track whether the leakage-to-recruitment strategy is closing the retail gap identified by the Economic Development Strategic Plan.

- **New business licenses and openings** in the leakage categories flagged in the ED plan (fast casual, grocery, health and personal care, clothing, full-service restaurants, general merchandise). Track annually against the projected demand baseline.
- **Sales tax revenue by category**, pulled from city licensing and Department of Revenue data. Reviewed quarterly, compared year-over-year.
- **Spending leakage reduction**: rerun the consumer demand analysis every two to three years to measure whether the gap is closing in categories the strategy has targeted.
- **Foot traffic and visitor origin trends** (*Placer.ai, Azira, or equivalent*): where visitors to MLT businesses are coming from, how often they return, and how far they travel. Signals whether the strategy is drawing customers beyond MLT's existing resident base.
- **Distribution of market opportunity materials**: downloads of sector-specific market briefs, requests for economic development one-pagers, engagement with market-related data shared on website and social.

## Priority 3: Build a Deal Pipeline

### *Are prospects reaching the city?*

These metrics track whether the marketing work is generating real conversations with developers, businesses, and site selectors – and whether those conversations are leading to investment.



- **Developer and business inquiries to the economic development team:** total volume, source (referral, direct outreach, event, digital), and inquiry type (site availability, incentives, general interest).
- **Contacts generated through the site opportunity map:** how often the by-request tool is shared, who requests it, and what follows from the share.
- **Site visits and meetings hosted** by the ED team, including tours, developer meetings, and prospect conversations. Simple monthly count with source noted.
- **Opportunity briefs distributed:** how many sector-specific briefs the ED team places in front of prospects, and which sectors are generating the most interest.
- **Pipeline progression:** a simple funnel view: inquiries > active conversations > site visits > permits or deals. A shared, quarterly-reviewed spreadsheet gives the ED team a picture of what's converting and where prospects drop off.

## CONCLUSION

This marketing strategy is the distribution arm of MLT's Economic Development Strategic Plan. The plan diagnosed the opportunity: a growing, unsaturated consumer market, light rail access, documented retail demand waiting to be captured, and a workforce drawn by real quality of life. This strategy packages that opportunity and gets it in front of the developers, businesses, and residents who can act on it.

For the strategy to deliver, a few conditions need to be true:

- **A designated owner within the city** for the marketing function, with authority to coordinate across departments.
- **A realistic annual budget.** The city is working through a budget shortfall, and economic development is one of its clearest pathways out. This strategy is designed to be phased accordingly: quick wins leverage existing staff capacity and low-cost tactics that build credibility for larger investments as they become fundable.
- **Commitment to the measurement tools and cadence** outlined in the previous section, including a periodic rerun of the consumer demand analysis to track whether the leakage gap is closing.
- **Continued coordination with the city's parallel placemaking and wayfinding work**, so that marketing amplifies physical investment and physical investment gives marketing something to point to.
- **A review point at twelve months** to assess what's working, what to scale, and what to retire before the next year's plan is set.

*MLT has spent years building the case for its own growth. This strategy is how the city tells that story to the audiences whose decisions will shape the next decade.*





**STAFF REPORT**

**To:** Mountlake Terrace City Council  
**From:**  
**Meeting Date:** August 28, 2026  
**Subject:** Presentation on 2nd Quarter Financial Report

**Required Reviews:**

|                |                                |
|----------------|--------------------------------|
| Jennifer Joki  | Created/Initiated - 08/18/2026 |
| Sirke Salminen | Approved - 08/18/2026          |
| Sirke Salminen | Approved - 08/18/2026          |
| Hillary Evans  | Approved - 08/18/2026          |
| Carolyn Hope   | Final Approval - 08/18/2026    |

**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:**

1. Q2 Fiscal Year 2026 Financial Report



CITY OF  
**MOUNTLAKE  
TERRACE**



# **Q2 Fiscal Year 2026 Financial Report**

City Council Work Session : August 27, 2026

Sirke Salminen, CPA, Finance Director

Artus Nemati, Senior Accountant



# PURPOSE

Present update to the City's fiscal year 2026 position through the end of Quarter 2



# AGENDA

- Overview
- Fund by Fund Budget to Actuals
- Debt Payment Schedule



# OVERVIEW

- As this is the report through Q2, expectations are for expenditures and revenues to be 50% of totals for the year, but not all revenues and expenditures are even throughout the year.
- Most funds are below 50% of budgeted expenditures with the following exceptions:
  - Recreation Fund 58% of budget due to yearly insurance costs in Q1.
  - Information Services 53% of budget due to annual subscription renewals in Q1.
  - Sewer 53%, Water 73%, and Stormwater 65% utility funds due to all transfers to capital and debt service funds being recorded in Q1.
- Relatively light work has occurred on many capital projects across all capital funds with the largest capital expenditures going towards the Main Street project.

# GENERAL FUND CITY MANAGER

## GENERAL OPERATING

|                                 | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining         |
|---------------------------------|-------------------|-------------------|----|----|-------------------|---------------------|-------------|-------------------|
| <b>Expenditure by Object</b>    |                   |                   |    |    |                   |                     |             |                   |
| Salaries and Benefits           | \$ 416,332        | \$ 463,553        |    |    | \$ 879,885        | \$ 2,117,089        | 42%         | \$ 1,237,204      |
| Supplies                        | 8,781             | 8,019             |    |    | 16,800            | 27,825              | 60%         | 11,025            |
| Services                        | 335,061           | 227,546           |    |    | 562,607           | 1,191,439           | 47%         | 628,832           |
| Reimbursements from Other Funds | (342,162)         | (342,162)         |    |    | (684,324)         | (1,578,368)         | 43%         | (894,044)         |
| <b>Total</b>                    | <b>\$ 418,012</b> | <b>\$ 356,956</b> |    |    | <b>\$ 774,968</b> | <b>\$ 1,757,985</b> | <b>44%</b>  | <b>\$ 983,017</b> |

|                                  | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining         |
|----------------------------------|-------------------|-------------------|----|----|-------------------|---------------------|-------------|-------------------|
| <b>Expenditure by Department</b> |                   |                   |    |    |                   |                     |             |                   |
| City Council                     | \$ 29,942         | 27,267            |    |    | \$ 57,209         | \$ 174,131          | 33%         | \$ 116,922        |
| City Manager                     | 346,351           | 284,220           |    |    | 630,571           | 1,312,271           | 48%         | 681,700           |
| City Clerk                       | 53,559            | 61,344            |    |    | 114,903           | 349,683             | 33%         | 234,780           |
| City Attorney                    | 73,024            | 94,692            |    |    | 167,716           | 327,783             | 51%         | 160,067           |
| Community Outreach               | 51,724            | 71,903            |    |    | 123,627           | 422,339             | 29%         | 298,712           |
| Economic Development             | 138,444           | 98,712            |    |    | 237,156           | 437,807             | 54%         | 200,651           |
| Human Resources                  | 67,130            | 60,980            |    |    | 128,110           | 312,339             | 41%         | 184,229           |
| Reimbursements from Other Funds  | (342,162)         | (342,162)         |    |    | (684,324)         | (1,578,368)         | 43%         | (894,044)         |
| <b>Total</b>                     | <b>\$ 418,012</b> | <b>\$ 356,956</b> |    |    | <b>\$ 774,968</b> | <b>\$ 1,757,985</b> | <b>44%</b>  | <b>\$ 983,017</b> |

# GENERAL FUND COMMUNITY DEVELOPMENT

## GENERAL OPERATING

### Expenditure by Object

|                       | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining           |
|-----------------------|-------------------|-------------------|----|----|-------------------|---------------------|-------------|---------------------|
| Salaries and Benefits | \$ 388,779        | \$ 389,892        |    |    | \$ 778,671        | \$ 1,807,729        | 43%         | \$ 1,029,058        |
| Supplies              | 450               | 213               |    |    | 663               | 7,450               | 9%          | 6,787               |
| Services              | 128,273           | 75,611            |    |    | 203,884           | 483,612             | 42%         | 279,728             |
| <b>Total</b>          | <b>\$ 517,502</b> | <b>\$ 465,716</b> |    |    | <b>\$ 983,218</b> | <b>\$ 2,298,791</b> | <b>43%</b>  | <b>\$ 1,315,573</b> |

### Expenditures

|                      | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining           |
|----------------------|-------------------|-------------------|----|----|-------------------|---------------------|-------------|---------------------|
| Code Compliance      | \$ 67,672         | \$ 64,411         |    |    | \$ 132,083        | \$ 563,032          | 23%         | \$ 430,949          |
| Development Services | 389,219           | 370,518           |    |    | 759,737           | 1,287,357           | 59%         | 527,620             |
| Long Range Planning  | 60,611            | 30,787            |    |    | 91,398            | 448,402             | 20%         | 357,004             |
| <b>Total</b>         | <b>\$ 517,502</b> | <b>\$ 465,716</b> |    |    | <b>\$ 983,218</b> | <b>\$ 2,298,791</b> | <b>43%</b>  | <b>\$ 1,315,573</b> |



# GENERAL FUND FINANCE

## GENERAL OPERATING

### Expenditure by Object

|                                 | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget    | % of Budget | Remaining         |
|---------------------------------|-------------------|-------------------|----|----|-------------------|-------------------|-------------|-------------------|
| Salaries and Benefits           | \$ 252,511        | \$ 269,274        |    |    | \$ 521,785        | \$ 1,253,218      | 42%         | \$ 731,433        |
| Supplies                        | 1,982             | 2,387             |    |    | 4,369             | 11,685            | 37%         | 7,316             |
| Services                        | 234,589           | 131,082           |    |    | 365,671           | 543,591           | 67%         | 177,920           |
| Reimbursements from Other Funds | (298,321)         | (298,321)         |    |    | (596,642)         | (1,261,678)       | 47%         | (665,036)         |
| <b>Total</b>                    | <b>\$ 190,761</b> | <b>\$ 104,422</b> |    |    | <b>\$ 295,183</b> | <b>\$ 546,816</b> | <b>54%</b>  | <b>\$ 251,633</b> |

### Expenditures

|                                 | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget    | % of Budget | Remaining         |
|---------------------------------|-------------------|-------------------|----|----|-------------------|-------------------|-------------|-------------------|
| Financial Services              | \$ 407,683        | \$ 308,274        |    |    | \$ 715,957        | \$ 1,275,316      | 56%         | \$ 559,359        |
| Utility Billing                 | 81,399            | 94,469            |    |    | 175,868           | 533,178           | 33%         | 357,310           |
| Reimbursements from Other Funds | (298,321)         | (298,321)         |    |    | (596,642)         | (1,261,678)       | 47%         | (665,036)         |
| <b>Total</b>                    | <b>\$ 190,761</b> | <b>\$ 104,422</b> |    |    | <b>\$ 295,183</b> | <b>\$ 546,816</b> | <b>54%</b>  | <b>\$ 251,633</b> |

# GENERAL FUND PARKS

## GENERAL OPERATING

Expenditure by Object

Salaries and Benefits

Supplies

Services

Total

|                       | Q1         | Q2         | Q3 | Q4 | YTD Actual | Adopted Budget | % of Budget | Remaining  |
|-----------------------|------------|------------|----|----|------------|----------------|-------------|------------|
| Salaries and Benefits | \$ 231,827 | \$ 258,061 |    |    | \$ 489,888 | \$ 1,070,072   | 46%         | \$ 580,184 |
| Supplies              | 8,300      | 3,948      |    |    | 12,248     | 70,300         | 17%         | 58,052     |
| Services              | 108,874    | 60,522     |    |    | 169,396    | 433,601        | 39%         | 264,205    |
| Total                 | \$ 349,001 | \$ 322,531 |    |    | \$ 671,532 | \$ 1,573,973   | 43%         | \$ 902,441 |

# GENERAL FUND PROPERTY MANAGEMENT

## GENERAL OPERATING

| Expenditure by Object           | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining           |
|---------------------------------|-------------------|-------------------|----|----|-------------------|---------------------|-------------|---------------------|
| Salaries and Benefits           | \$ 172,211        | \$ 175,458        |    |    | \$ 347,669        | \$ 813,361          | 43%         | \$ 465,692          |
| Supplies                        | 28,707            | 34,601            |    |    | 63,308            | 167,800             | 38%         | 104,492             |
| Services                        | 287,198           | 111,060           |    |    | 398,258           | 880,058             | 45%         | 481,800             |
| Building Improvements           | -                 | -                 |    |    | -                 | 37,000              | 0%          | 37,000              |
| Reimbursements from Other Funds | (39,556)          | (39,556)          |    |    | (79,112)          | (158,224)           | 50%         | (79,112)            |
| <b>Total</b>                    | <b>\$ 448,560</b> | <b>\$ 281,563</b> |    |    | <b>\$ 730,123</b> | <b>\$ 1,739,995</b> | <b>42%</b>  | <b>\$ 1,009,872</b> |

| Expenditure by Facility         | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget         | Remaining           |
|---------------------------------|-------------------|-------------------|----|----|-------------------|---------------------|---------------------|---------------------|
| City Hall                       | \$ 74,498         | \$ 43,333         |    |    | \$ 117,831        | \$ 305,230          | 39%                 | \$ 187,399          |
| Police Facility                 | 57,563            | 28,291            |    |    | 85,854            | 225,321             | 38%                 | 139,467             |
| Fire Facility                   | 31,917            | 386               |    |    | 32,303            | 18,583              | 174% <span>A</span> | (13,720)            |
| Public Works Facility           | 56,707            | 29,610            |    |    | 86,317            | 192,799             | 45%                 | 106,482             |
| Library Facility                | 48,399            | 19,945            |    |    | 68,344            | 165,728             | 41%                 | 97,384              |
| Recreation Pavillion            | 196,919           | 176,603           |    |    | 373,522           | 813,620             | 46%                 | 440,098             |
| Ballinger Clubhouse             | 14,439            | 15,494            |    |    | 29,933            | 118,891             | 25%                 | 88,958              |
| Parks Facility                  | 7,674             | 5,952             |    |    | 13,626            | 58,047              | 23%                 | 44,421              |
| Permits and Licenses            | -                 | 1,505             |    |    | 1,505             | -                   | -                   | (1,505)             |
| Reimbursements from Other Funds | (39,556)          | (39,556)          |    |    | (79,112)          | (158,224)           | 50%                 | (79,112)            |
| <b>Total</b>                    | <b>\$ 448,560</b> | <b>\$ 281,563</b> |    |    | <b>\$ 730,123</b> | <b>\$ 1,739,995</b> | <b>42%</b>          | <b>\$ 1,009,872</b> |

# GENERAL FUND ENGINEERING SERVICES

# GENERAL OPERATING

Expenditure by Object

Salaries and Benefits

Supplies

Services

Total

|                       | Q1         | Q2         | Q3 | Q4 | YTD Actual | Adopted Budget | % of Budget | Remaining  |
|-----------------------|------------|------------|----|----|------------|----------------|-------------|------------|
| Salaries and Benefits | \$ 134,402 | \$ 113,431 |    |    | \$ 247,833 | \$ 359,446     | 69%         | \$ 111,613 |
| Supplies              | 160        | 239        |    |    | 399        | 2,164          | 18%         | 1,765      |
| Services              | 7,473      | 7,473      |    |    | 14,946     | 66,201         | 23%         | 51,255     |
| Total                 | \$ 142,035 | \$ 121,143 |    |    | \$ 263,178 | \$ 427,811     | 62%         | \$ 164,633 |

# GENERAL FUND MUNICIPAL COURT

## GENERAL OPERATING

### Expenditure by Object

|                       | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining           |
|-----------------------|-------------------|-------------------|----|----|-------------------|---------------------|-------------|---------------------|
| Salaries and Benefits | \$ 11,639         | \$ 13,353         |    |    | \$ 24,992         | \$ 82,188           | 30%         | \$ 57,196           |
| Supplies              | -                 | -                 |    |    | -                 | 415                 | 0%          | 415                 |
| Services              | 237,675           | 386,930           |    |    | 624,605           | 1,608,652           | 39%         | 984,047             |
| <b>Total</b>          | <b>\$ 249,314</b> | <b>\$ 400,283</b> |    |    | <b>\$ 649,597</b> | <b>\$ 1,691,255</b> | <b>38%</b>  | <b>\$ 1,041,658</b> |

### Services Expenditures

|                                 | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining         |
|---------------------------------|-------------------|-------------------|----|----|-------------------|---------------------|-------------|-------------------|
| South District Court            | \$ 22,913         | \$ 34,961         |    |    | \$ 57,874         | \$ 245,272          | 24%         | \$ 187,398        |
| Attorney Services               | 120,725           | 180,583           |    |    | 301,308           | 701,600             | 43%         | 400,292           |
| Jail & Home Monitoring Services | 94,037            | 171,386           |    |    | 265,423           | 661,780             | 40%         | 396,357           |
| <b>Total</b>                    | <b>\$ 237,675</b> | <b>\$ 386,930</b> |    |    | <b>\$ 624,605</b> | <b>\$ 1,608,652</b> | <b>39%</b>  | <b>\$ 984,047</b> |



# GENERAL FUND POLICE

## GENERAL OPERATING

### Expenditure by Object

|                       | Q1                  | Q2                  | Q3 | Q4 | YTD Actual          | Adopted Budget      | % of Budget | Remaining           |
|-----------------------|---------------------|---------------------|----|----|---------------------|---------------------|-------------|---------------------|
| Salaries and Benefits | \$ 1,524,468        | \$ 1,631,553        |    |    | \$ 3,156,021        | \$ 5,684,130        | 56%         | \$ 2,528,109        |
| Supplies              | 2,257               | 9,785               |    |    | 12,042              | 111,554             | 11%         | 99,512              |
| Services              | 485,820             | 189,417             |    |    | 675,237             | 1,608,986           | 42%         | 933,749             |
| <b>Total</b>          | <b>\$ 2,012,545</b> | <b>\$ 1,830,755</b> |    |    | <b>\$ 3,843,300</b> | <b>\$ 7,404,670</b> | <b>52%</b>  | <b>\$ 3,561,370</b> |

### Expenditures

|              | Q1                  | Q2                  | Q3 | Q4 | YTD Actual          | Adopted Budget      | % of Budget | Remaining           |
|--------------|---------------------|---------------------|----|----|---------------------|---------------------|-------------|---------------------|
| LEOFF I      | \$ 24,285           | \$ 35,907           |    |    | \$ 60,192           | \$ 288,400          | 21%         | \$ 228,208          |
| Command      | 684,114             | 663,175             |    |    | 1,347,289           | 3,232,348           | 42%         | 1,885,059           |
| Operations   | 1,304,146           | 1,131,673           |    |    | 2,435,819           | 3,883,922           | 63%         | 1,448,103           |
| <b>Total</b> | <b>\$ 2,012,545</b> | <b>\$ 1,830,755</b> |    |    | <b>\$ 3,843,300</b> | <b>\$ 7,404,670</b> | <b>52%</b>  | <b>\$ 3,561,370</b> |

# GENERAL FUND TRANSFERS

## GENERAL OPERATING

| Receiving Fund             | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining           |
|----------------------------|-------------------|-------------------|----|----|-------------------|---------------------|-------------|---------------------|
| Recreation                 | \$ 115,000        | \$ -              |    |    | \$ 115,000        | \$ 920,000          | 13%         | \$ 805,000          |
| Street Operating           | -                 | -                 |    |    | -                 | 690,000             | 0%          | 690,000             |
| Contingency Reserve        | -                 | -                 |    |    | -                 | 6,466               | 0%          | 6,466               |
| General Debt Service       | -                 | 175,000           |    |    | 175,000           | 707,200             | 25%         | 532,200             |
| Parks Capital Improvements | -                 | -                 |    |    | -                 | 250,000             | 0%          | 250,000             |
| Fleet Reserve - General    | 9,567             | 9,567             |    |    | 19,134            | -                   | -           | (19,134)            |
| Fleet Reserve - Parks      | 15,519            | 15,519            |    |    | 31,038            | -                   | -           | (31,038)            |
| Fleet Reserve - Police     | 34,270            | 34,270            |    |    | 68,540            | -                   | -           | (68,540)            |
| <b>Total</b>               | <b>\$ 174,356</b> | <b>\$ 234,356</b> |    |    | <b>\$ 408,712</b> | <b>\$ 2,573,666</b> | <b>16%</b>  | <b>\$ 2,164,954</b> |

| GENERAL FUND                           |    |              |              |    |    |              |                |             |                |
|----------------------------------------|----|--------------|--------------|----|----|--------------|----------------|-------------|----------------|
| BUDGET TO ACTUAL                       |    | Q1           | Q2           | Q3 | Q4 | YTD Actual   | Adopted Budget | % of Budget | Remaining      |
| Revenues and Other Increases           |    |              |              |    |    |              |                |             |                |
| Property Taxes                         | \$ | 81,725       | \$ 2,131,573 |    |    | \$ 2,213,298 | \$ 3,982,093   | 56%         | \$ (1,768,795) |
| Sales Taxes                            |    | 1,258,233    | 1,072,888    |    |    | 2,331,121    | 5,127,093      | 45%         | (2,795,972)    |
| Utility Taxes                          |    | 1,151,149    | 1,093,505    |    |    | 2,244,654    | 4,309,928      | 52%         | (2,065,274)    |
| Gambling Taxes                         |    | 668,438      | 291,359      |    |    | 959,797      | 1,146,870      | 84%         | A (187,073)    |
| Other Taxes                            |    | 19,621       | 19,566       |    |    | 39,187       | 67,386         | 58%         | (28,199)       |
| Business, Animal and Other Licenses    |    | 56,856       | 54,655       |    |    | 111,511      | 176,646        | 63%         | (65,135)       |
| Development Service Fees               |    | 377,352      | 352,197      |    |    | 729,549      | 2,483,778      | 29%         | (1,754,229)    |
| Cable and Solid Waste Franchise Fees   |    | 111,891      | 78,851       |    |    | 190,742      | 314,747        | 61%         | (124,005)      |
| State Shared and Intergovernmental     |    | 215,384      | 163,652      |    |    | 379,036      | 695,873        | 54%         | (316,837)      |
| Fines and Forfeitures                  |    | 28,463       | 45,288       |    |    | 73,751       | 95,152         | 78%         | (21,401)       |
| Other Fees and Charges                 |    | 51,947       | 49,907       |    |    | 101,854      | 316,930        | 32%         | (215,076)      |
| Investment Interest                    |    | 72,406       | 75,121       |    |    | 147,527      | 300,000        | 49%         | (152,473)      |
| Other Revenues                         |    | 4,506        | 6,737        |    |    | 11,243       | 25,000         | 45%         | (13,757)       |
| Retainage and Refundable Deposits      |    | 60,773       | 54,676       |    |    | 115,449      | -              | -           | 115,449        |
| Revenues and Other Increases Total     |    | \$ 4,158,744 | \$ 5,489,975 |    |    | \$ 9,648,719 | \$ 19,041,496  | 51%         | \$ 9,392,777   |
| Expenditures and Other Decreases       |    |              |              |    |    |              |                |             |                |
| Salaries and Benefits                  | \$ | 3,132,168    | \$ 3,314,576 |    |    | \$ 6,446,744 | \$ 13,187,233  | 49%         | \$ 6,740,489   |
| Supplies                               |    | 50,637       | 59,193       |    |    | 109,830      | 399,193        | 28%         | 289,363        |
| Services                               |    | 1,824,568    | 1,190,038    |    |    | 3,014,606    | 6,816,140      | 44%         | 3,801,534      |
| Building Improvements                  |    | -            | -            |    |    | -            | 37,000         | 0%          | 37,000         |
| Transfers to Other Funds               |    | 174,356      | 234,356      |    |    | 408,712      | 2,573,666      | 16%         | 2,164,954      |
| Reimbursements from Other Funds        |    | (680,039)    | (680,039)    |    |    | (1,360,078)  | (2,998,270)    | 45%         | (1,638,192)    |
| Reimbursement to IT                    |    | 382,615      | 382,614      |    |    | 765,229      | 1,310,690      | 58%         | 545,461        |
| Refunds of Retainage and Deposits      |    | 2,000        | 65,922       |    |    | 67,922       | -              | -           | (67,922)       |
| Expenditures and Other Decreases Total |    | \$ 4,886,305 | \$ 4,566,660 |    |    | \$ 9,452,965 | \$ 21,325,652  | 44%         | \$ 11,872,687  |
| Change in Cash and Investments         |    | \$ (727,561) | \$ 923,315   |    |    | \$ 195,754   | \$ (2,284,156) | -9%         | \$ (1,556,593) |

Page 429 of 236

# HOUSING NEEDS BUDGET TO ACTUAL

GENERAL OPERATING

|                                     | Q1       | Q2         | Q3 | Q4 | YTD Actual | Adopted Budget | % of Budget | Remaining   |
|-------------------------------------|----------|------------|----|----|------------|----------------|-------------|-------------|
| Revenues and Other Increases        |          |            |    |    |            |                |             |             |
| Investment Interest                 | \$ 1,920 | \$ 2,476   |    |    | \$ 4,396   | \$ 7,000       | 63%         | \$ (2,604)  |
| Expenditures and Other Decreases    |          |            |    |    |            |                |             |             |
| Services                            | \$ -     | \$ 3,730   |    |    | \$ 3,730   | \$ 22,300      | 17%         | \$ 18,570   |
| Change in Cash and Investments      | \$ 1,920 | \$ (1,254) |    |    | \$ 666     | \$ (15,300)    | -4%         | \$ (17,220) |
| Ending Cash and Investments Balance |          |            |    |    | \$ 300,033 |                |             |             |

# RECREATION BUDGET TO ACTUAL

## GENERAL OPERATING

|                                               | Q1                  | Q2                  | Q3 | Q4 | YTD Actual          | Adopted Budget      | % of Budget | Remaining           |
|-----------------------------------------------|---------------------|---------------------|----|----|---------------------|---------------------|-------------|---------------------|
| <b>Revenues and Other Increases</b>           |                     |                     |    |    |                     |                     |             |                     |
| Aquatics                                      | \$ 212,587          | \$ 228,903          |    |    | \$ 441,490          | \$ 1,058,000        | 42%         | \$ (616,510)        |
| Athletic Fitness                              | 83,231              | 103,612             |    |    | 186,843             | 284,900             | 66%         | (98,057)            |
| Youth Programs                                | 593,505             | 332,622             |    |    | 926,127             | 1,291,060           | 72%         | (364,933)           |
| General Recreation and Concessions            | 14,031              | 14,813              |    |    | 28,844              | 65,750              | 44%         | (36,906)            |
| Community Events                              | 32,675              | 22,212              |    |    | 54,887              | 42,000              | 131%        | 12,887              |
| Other Revenues                                | 1,699               | 1,540               |    |    | 3,239               | 20,000              | 16%         | (16,761)            |
| Transfers from Other Funds                    | 115,000             | -                   |    |    | 115,000             | 920,000             | 13%         | (805,000)           |
| <b>Revenues and Other Increases Total</b>     | <b>\$ 1,052,728</b> | <b>\$ 703,702</b>   |    |    | <b>\$ 1,756,430</b> | <b>\$ 3,681,710</b> | <b>48%</b>  | <b>\$ 1,925,280</b> |
| <b>Expenditures and Other Decreases</b>       |                     |                     |    |    |                     |                     |             |                     |
| Salaries and Benefits                         | \$ 696,128          | \$ 818,647          |    |    | \$ 1,514,775        | \$ 3,043,212        | 50%         | \$ 1,528,437        |
| Supplies                                      | 27,902              | 37,042              |    |    | 64,944              | 122,425             | 53%         | 57,481              |
| Services                                      | 506,396             | 80,318              |    |    | 586,714             | 601,546             | 98% A       | 14,832              |
| <b>Expenditures and Other Decreases Total</b> | <b>\$ 1,230,426</b> | <b>\$ 936,007</b>   |    |    | <b>2,166,433</b>    | <b>\$ 3,767,183</b> | <b>58%</b>  | <b>\$ 1,600,750</b> |
| <b>Change in Cash and Investments</b>         | <b>\$ (177,698)</b> | <b>\$ (232,305)</b> |    |    | <b>(410,003)</b>    | <b>\$ (85,473)</b>  | <b>480%</b> | <b>\$ 92,225</b>    |



# RECREATION EXPENDITURES BY PROGRAM

## GENERAL OPERATING

| Expenditures by Program                       | Q1                  | Q2                | Q3 | Q4 | YTD Actual          | Adopted Budget      | % of Budget | Remaining           |
|-----------------------------------------------|---------------------|-------------------|----|----|---------------------|---------------------|-------------|---------------------|
| Aquatics                                      | \$ 246,967          | \$ 321,426        |    |    | \$ 568,393          | \$ 1,110,840        | 51%         | \$ 542,447          |
| Athletic Fitness                              | 37,866              | 51,598            |    |    | 89,464              | 212,001             | 42%         | 122,537             |
| Youth Program                                 | 291,074             | 340,936           |    |    | 632,010             | 1,246,500           | 51%         | 614,490             |
| General Recreation and Concessions            | 7,466               | 10,983            |    |    | 18,449              | 53,852              | 34%         | 35,403              |
| Community Events                              | 32,812              | 39,107            |    |    | 71,919              | 192,621             | 37%         | 120,702             |
| Overhead                                      | 614,241             | 171,957           |    |    | 786,198             | 951,369             | 83% A       | 165,171             |
| <b>Expenditures and Other Decreases Total</b> | <b>\$ 1,230,426</b> | <b>\$ 936,007</b> |    |    | <b>\$ 2,166,433</b> | <b>\$ 3,767,183</b> | <b>58%</b>  | <b>\$ 1,600,750</b> |

# SOLID WASTE SERVICE BUDGET TO ACTUAL

## GENERAL OPERATING

|                                     | Q1          | Q2         | Q3 | Q4 | YTD Actual  | Adopted Budget | % of Budget | Remaining   |
|-------------------------------------|-------------|------------|----|----|-------------|----------------|-------------|-------------|
| Revenues and Other Increases        |             |            |    |    |             |                |             |             |
| Utility Taxes                       | \$ 12,250   | \$ 12,250  |    |    | \$ 24,500   | \$ 49,000      | 50%         | \$ (24,500) |
| Expenditures and Other Decreases    |             |            |    |    |             |                |             |             |
| Solid Waste Exemptions              | \$ 29,231   | \$ 13,527  |    |    | \$ 42,758   | \$ 93,574      | 46%         | \$ 50,816   |
| Change in Cash and Investments      | \$ (16,981) | \$ (1,277) |    |    | \$ (18,258) | \$ (44,574)    | 41%         | \$ (27,593) |
| Ending Cash and Investments Balance |             |            |    |    | \$ 64,932   |                |             |             |

# STREET OPERATING BUDGET TO ACTUAL

## GENERAL OPERATING

|                                               | Q1                 | Q2                 | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining           |
|-----------------------------------------------|--------------------|--------------------|----|----|-------------------|---------------------|-------------|---------------------|
| <b>Revenues and Other Increases</b>           |                    |                    |    |    |                   |                     |             |                     |
| TBD License Fee                               | \$ 79,692          | \$ 85,267          |    |    | \$ 164,959        | \$ -                | -           | \$ 164,959          |
| MV Fuel Tax                                   | 56,679             | 82,320             |    |    | 138,999           | 428,263             | 32%         | (289,264)           |
| Multi-Modal Distribution (ESSB 5987)          | 27,466             | 5,627              |    |    | 33,093            | 15,208              | 218%        | 17,885              |
| Road Maintenance                              | 48,149             | 36,097             |    |    | 84,246            | 137,985             | 61%         | (53,739)            |
| Investment Interest                           | 5,830              | 6,407              |    |    | 12,237            | -                   | -           | 12,237              |
| Other Revenues                                | -                  | 600                |    |    | 600               | 10,927              | 5%          | (10,327)            |
| Transfers from Other Funds                    | -                  | -                  |    |    | -                 | 690,000             | 0%          | (690,000)           |
| <b>Revenues and Other Increases Total</b>     | <b>\$ 217,816</b>  | <b>\$ 216,318</b>  |    |    | <b>\$ 434,134</b> | <b>\$ 1,282,383</b> | <b>34%</b>  | <b>\$ 848,249</b>   |
| <b>Expenditures and Other Decreases</b>       |                    |                    |    |    |                   |                     |             |                     |
| Salaries and Benefits                         | \$ 146,205         | \$ 163,379         |    |    | \$ 309,584        | \$ 802,875          | 39%         | \$ 493,291          |
| Supplies                                      | 5,697              | 24,585             |    |    | 30,282            | 218,200             | 14%         | 187,918             |
| Services                                      | 116,249            | 75,144             |    |    | 191,393           | 799,413             | 24%         | 608,020             |
| Transfers to Other Funds                      | 17,001             | 17,001             |    |    | 34,002            | 32,500              | 105%        | (1,502)             |
| <b>Expenditures and Other Decreases Total</b> | <b>\$ 285,152</b>  | <b>\$ 280,109</b>  |    |    | <b>\$ 565,261</b> | <b>\$ 1,852,988</b> | <b>31%</b>  | <b>\$ 1,287,727</b> |
| <b>Change in Cash and Investments</b>         | <b>\$ (67,336)</b> | <b>\$ (63,791)</b> |    |    | <b>(131,127)</b>  | <b>\$ (570,605)</b> | <b>23%</b>  | <b>\$ (503,269)</b> |

# STREET OPERATING EXPENDITURES

# GENERAL OPERATING

| Expenditures                                  | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining           |
|-----------------------------------------------|-------------------|-------------------|----|----|-------------------|---------------------|-------------|---------------------|
| Street Maintenance - Engineering              | \$ 29,486         | \$ 28,978         |    |    | \$ 58,464         | \$ 111,290          | 53%         | \$ 52,826           |
| Street Maintenance                            | 190,070           | 174,662           |    |    | 364,732           | 1,308,163           | 28%         | 943,431             |
| Right of Way Maintenance                      | 6,569             | 1,045             |    |    | 7,614             | 72,692              | 10%         | 65,078              |
| Street Lighting                               | 23,343            | 52,093            |    |    | 75,436            | 179,504             | 42%         | 104,068             |
| Traffic Control                               | 18,683            | 6,330             |    |    | 25,013            | 148,839             | 17%         | 123,826             |
| Transfers                                     | 17,001            | 17,001            |    |    | 34,002            | 32,500              | 105%        | (1,502)             |
| <b>Expenditures and Other Decreases Total</b> | <b>\$ 285,152</b> | <b>\$ 280,109</b> |    |    | <b>\$ 565,261</b> | <b>\$ 1,852,988</b> | <b>31%</b>  | <b>\$ 1,287,727</b> |

# OPIOID SETTLEMENT BUDGET TO ACTUAL

GENERAL OPERATING

|                                     | Q1          | Q2       | Q3 | Q4 | YTD Actual  | Adopted Budget | % of Budget | Remaining   |
|-------------------------------------|-------------|----------|----|----|-------------|----------------|-------------|-------------|
| Revenues and Other Increases        |             |          |    |    |             |                |             |             |
| Judgements and Settlements          | \$ -        | \$ 9,516 |    |    | \$ 9,516    | \$ 40,000      | 24%         | \$ (30,484) |
| Expenditures and Other Decreases    |             |          |    |    |             |                |             |             |
| SCOUT Program                       | \$ 42,331   | \$ -     |    |    | \$ 42,331   | \$ 150,000     | 28%         | \$ 107,669  |
| Change in Cash and Investments      | \$ (42,331) | \$ 9,516 |    |    | \$ (32,815) | \$ (110,000)   | 30%         | \$ (67,669) |
| Ending Cash and Investments Balance |             |          |    |    | 297,255     |                |             |             |



# HOTEL/MOTEL TAX BUDGET TO ACTUAL

GENERAL OPERATING

|                                            | Q1        | Q2        | Q3 | Q4 | YTD Actual | Adopted Budget | % of Budget | Remaining   |
|--------------------------------------------|-----------|-----------|----|----|------------|----------------|-------------|-------------|
| <b>Revenues and Other Increases</b>        |           |           |    |    |            |                |             |             |
| Hotel/Motel Tax                            | \$ 12,393 | \$ 13,273 |    |    | \$ 25,666  | \$ 55,000      | 47%         | \$ (29,334) |
| Investment Interest                        | 2,056     | 2,276     |    |    | 4,332      | 3,000          | 144%        | 1,332       |
| <b>Revenues and Other Increases Total</b>  | \$ 14,449 | \$ 15,549 |    |    | \$ 29,998  | \$ 58,000      | 52%         | \$ 28,002   |
| <b>Expenditures and Other Decreases</b>    |           |           |    |    |            |                |             |             |
| Lodging Tax Grants                         | \$ 10,000 | \$ -      |    |    | \$ 10,000  | \$ 50,000      | 20%         | \$ 40,000   |
| <b>Change in Cash and Investments</b>      | \$ 4,449  | \$ 15,549 |    |    | \$ 19,998  | \$ 8,000       | 250%        | \$ (11,998) |
| <b>Ending Cash and Investments Balance</b> |           |           |    |    | \$ 261,352 |                |             |             |

# FLEET BUDGET TO ACTUAL

## GENERAL OPERATING

|                                               | Q1                  | Q2                  | Q3 | Q4 | YTD Actual          | Adopted Budget      | % of Budget                              | Remaining           |
|-----------------------------------------------|---------------------|---------------------|----|----|---------------------|---------------------|------------------------------------------|---------------------|
| <b>Revenues and Other Increases</b>           |                     |                     |    |    |                     |                     |                                          |                     |
| Reimbursements from Other Funds               | \$ 184,812          | \$ 184,812          |    |    | \$ 369,624          | \$ 2,535,591        | 15% <span style="color: green;">▲</span> | \$ (2,165,967)      |
| Reimbursements from Other Gov.                | 29,832              | 33,687              |    |    | 63,519              | 112,971             | 56%                                      | (49,452)            |
| Investment Interest                           | 20,544              | 10,094              |    |    | 30,638              | -                   | -                                        | 30,638              |
| Sale of Capital Assets                        | 1,548               | 22,478              |    |    | 24,026              | 12,000              | 200%                                     | 12,026              |
| Transfers from Other Funds                    | -                   | -                   |    |    | -                   | 127,500             | 0%                                       | (127,500)           |
| Other Revenues                                | 1,482               | 8,347               |    |    | 9,829               | -                   | -                                        | 9,829               |
| <b>Revenues and Other Increases Total</b>     | <b>\$ 238,218</b>   | <b>\$ 259,418</b>   |    |    | <b>\$ 497,636</b>   | <b>\$ 2,788,062</b> | <b>18%</b>                               | <b>\$ 2,290,426</b> |
| <b>Expenditures and Other Decreases</b>       |                     |                     |    |    |                     |                     |                                          |                     |
| Salaries and Benefits                         | \$ 90,667           | \$ 107,141          |    |    | \$ 197,808          | \$ 378,491          | 52%                                      | \$ 180,683          |
| Supplies                                      | 49,795              | 97,984              |    |    | 147,779             | 346,360             | 43%                                      | 198,581             |
| Services                                      | 122,109             | 43,098              |    |    | 165,207             | 386,524             | 43%                                      | 221,317             |
| Capital Outlays                               | 120,886             | 236,539             |    |    | 357,425             | 1,866,394           | 19%                                      | 1,508,969           |
| <b>Expenditures and Other Decreases Total</b> | <b>\$ 383,457</b>   | <b>\$ 484,762</b>   |    |    | <b>\$ 868,219</b>   | <b>\$ 2,977,769</b> | <b>29%</b>                               | <b>\$ 2,109,550</b> |
| <b>Change in Cash and Investments</b>         | <b>\$ (145,239)</b> | <b>\$ (225,344)</b> |    |    | <b>\$ (370,583)</b> | <b>\$ (189,707)</b> | <b>195%</b>                              | <b>\$ (44,468)</b>  |

# INFORMATION TECH BUDGET TO ACTUAL

## GENERAL OPERATING

|                                               | Q1         | Q2         | Q3 | Q4 | YTD Actual   | Adopted Budget | % of Budget | Remaining      |
|-----------------------------------------------|------------|------------|----|----|--------------|----------------|-------------|----------------|
| <b>Revenues and Other Increases</b>           |            |            |    |    |              |                |             |                |
| Reimbursements from Other Funds               | \$ 534,985 | \$ 534,986 |    |    | \$ 1,069,971 | \$ 1,530,458   | 70%         | \$ (460,487)   |
| <b>Expenditures and Other Decreases</b>       |            |            |    |    |              |                |             |                |
| Salaries and Benefits                         | \$ 140,141 | \$ 155,969 |    |    | \$ 296,110   | \$ -           | -           | \$ (296,110)   |
| Supplies                                      | 48,143     | 32,707     |    |    | 80,850       | -              | -           | (80,850)       |
| Services                                      | 331,300    | 109,899    |    |    | 441,199      | 1,530,458      | 29%         | 1,089,259      |
| <b>Expenditures and Other Decreases Total</b> | \$ 519,584 | \$ 298,575 |    |    | \$ 818,159   | \$ 1,530,458   | 53%         | \$ 712,299     |
| <b>Change in Cash and Investments</b>         | \$ 15,401  | \$ 236,411 |    |    | \$ 251,812   | \$ -           | -           | \$ (1,172,786) |

# SEWER UTILITY BUDGET TO ACTUAL

## UTILITY

|                                               | Q1                    | Q2                  | Q3 | Q4 | YTD Actual            | Adopted Budget        | % of Budget | Remaining           |
|-----------------------------------------------|-----------------------|---------------------|----|----|-----------------------|-----------------------|-------------|---------------------|
| <b>Revenues and Other Increases</b>           |                       |                     |    |    |                       |                       |             |                     |
| Sewer Service                                 | \$ 2,060,655          | \$ 2,107,411        |    |    | \$ 4,168,066          | \$ 8,564,269          | 49%         | \$ (4,396,203)      |
| Capital Facility Charges (Buy-In Fees)        | 8,900                 | 298                 |    |    | 9,198                 | 250,460               | 4%          | (241,262)           |
| Investment Interest                           | 47,164                | 46,931              |    |    | 94,095                | 40,000                | 235%        | 54,095              |
| Other Revenues                                | -                     | 34,442              |    |    | 34,442                | 3,808                 | 904%        | 30,634              |
| <b>Revenues and Other Increases Total</b>     | <b>\$ 2,116,719</b>   | <b>\$ 2,189,082</b> |    |    | <b>\$ 4,305,801</b>   | <b>\$ 8,858,537</b>   | <b>49%</b>  | <b>\$ 4,552,736</b> |
| <b>Expenditures and Other Decreases</b>       |                       |                     |    |    |                       |                       |             |                     |
| Salaries and Benefits                         | \$ 204,854            | \$ 241,948          |    |    | \$ 446,802            | \$ 1,082,152          | 41%         | \$ 635,350          |
| Supplies                                      | 7,679                 | 2,498               |    |    | 10,177                | 187,008               | 5%          | 176,831             |
| Services                                      | 995,319               | 1,027,977           |    |    | 2,023,296             | 6,799,918             | 30%         | 4,776,622           |
| Transfers to Other Funds                      | 3,866,385             | 40,315              |    |    | 3,906,700             | 3,836,070             | 102%        | (70,630)            |
| <b>Expenditures and Other Decreases Total</b> | <b>\$ 5,074,237</b>   | <b>\$ 1,312,738</b> |    |    | <b>\$ 6,386,975</b>   | <b>\$ 11,905,148</b>  | <b>54%</b>  | <b>\$ 5,518,173</b> |
| <b>Change in Cash and Investments</b>         | <b>\$ (2,957,518)</b> | <b>\$ 876,344</b>   |    |    | <b>\$ (2,081,174)</b> | <b>\$ (3,046,611)</b> | <b>68%</b>  | <b>\$ (89,093)</b>  |

# SEWER UTILITY EXPENDITURES

## UTILITY

| Expenditures                                  | Q1                  | Q2                  | Q3 | Q4 | YTD Actual          | Adopted Budget       | % of Budget | Remaining           |
|-----------------------------------------------|---------------------|---------------------|----|----|---------------------|----------------------|-------------|---------------------|
| Sewage Treatment                              | \$ 327,272          | \$ 332,882          |    |    | \$ 660,154          | \$ 2,860,479         | 23%         | \$ 2,200,325        |
| Collection System Maintenance                 | 800,696             | 771,351             |    |    | 1,572,047           | 3,574,420            | 44%         | 2,002,373           |
| Engineering Services                          | 79,884              | 168,190             |    |    | 248,074             | 1,742,118            | 14%         | 1,494,044           |
| Transfer to Sewer Construction                | 3,570,715           | -                   |    |    | 3,570,715           | 3,580,715            | 99%         | 10,000              |
| Transfer to Utility Debt Service              | 255,355             | -                   |    |    | 255,355             | 255,355              | 100%        | -                   |
| Transfer to Fleet Reserve                     | 40,315              | 40,315              |    |    | 80,630              | -                    | -           | (80,630)            |
| <b>Expenditures and Other Decreases Total</b> | <b>\$ 5,074,237</b> | <b>\$ 1,312,738</b> |    |    | <b>\$ 6,386,975</b> | <b>\$ 12,013,087</b> | <b>53%</b>  | <b>\$ 5,626,112</b> |



# WATER UTILITY BUDGET TO ACTUAL

## UTILITY

|                                               | Q1                    | Q2                  | Q3 | Q4 | YTD Actual            | Adopted Budget        | % of Budget | Remaining           |
|-----------------------------------------------|-----------------------|---------------------|----|----|-----------------------|-----------------------|-------------|---------------------|
| <b>Revenues and Other Increases</b>           |                       |                     |    |    |                       |                       |             |                     |
| Water Service                                 | \$ 1,702,166          | \$ 1,692,949        |    |    | \$ 3,395,115          | \$ 8,199,110          | 41%         | \$ (4,803,995)      |
| Capital Facility Charges (Buy-In Fees)        | 63,738                | 8,871               |    |    | 72,609                | 645,460               | 11%         | (572,851)           |
| Investment Interest                           | 83,396                | 68,450              |    |    | 151,846               | 80,000                | 190%        | 71,846              |
| Other Revenues                                | 1,002                 | 160                 |    |    | 1,162                 | 14,198                | 8%          | (13,036)            |
| <b>Revenues and Other Increases Total</b>     | <b>\$ 1,850,302</b>   | <b>\$ 1,770,430</b> |    |    | <b>\$ 3,620,732</b>   | <b>\$ 8,938,768</b>   | <b>41%</b>  | <b>\$ 5,318,036</b> |
| <b>Expenditures and Other Decreases</b>       |                       |                     |    |    |                       |                       |             |                     |
| Salaries and Benefits                         | \$ 274,999            | \$ 308,187          |    |    | \$ 583,186            | \$ 1,231,118          | 47%         | \$ 647,932          |
| Supplies                                      | 36,862                | 52,875              |    |    | 89,737                | 285,172               | 31%         | 195,435             |
| Services                                      | 1,157,788             | 1,072,114           |    |    | 2,229,902             | 5,670,327             | 39%         | 3,440,425           |
| Transfers to Other Funds                      | 8,608,883             | 67,854              |    |    | 8,676,737             | 8,576,716             | 101%        | (100,021)           |
| <b>Expenditures and Other Decreases Total</b> | <b>\$ 10,078,532</b>  | <b>\$ 1,501,030</b> |    |    | <b>\$ 11,579,562</b>  | <b>\$ 15,763,333</b>  | <b>73%</b>  | <b>\$ 4,183,771</b> |
| <b>Change in Cash and Investments</b>         | <b>\$ (8,228,230)</b> | <b>\$ 269,400</b>   |    |    | <b>\$ (7,958,830)</b> | <b>\$ (6,824,565)</b> | <b>117%</b> | <b>\$ 1,403,665</b> |

# WATER UTILITY EXPENDITURES

## UTILITY

| Expenditures                                  | Q1                   | Q2                  | Q3 | Q4 | YTD Actual           | Adopted Budget       | % of Budget | Remaining           |
|-----------------------------------------------|----------------------|---------------------|----|----|----------------------|----------------------|-------------|---------------------|
| Water Supply                                  | \$ 283,392           | \$ 183,098          |    |    | \$ 466,490           | \$ 1,930,655         | 24%         | \$ 1,464,165        |
| Water Distribution System Maintenance         | 994,059              | 955,556             |    |    | 1,949,615            | 3,597,641            | 54%         | 1,648,026           |
| Engineering Services                          | 192,198              | 294,522             |    |    | 486,720              | 1,658,321            | 29%         | 1,171,601           |
| Transfer to Water Construction                | 7,648,752            | -                   |    |    | 7,648,752            | 7,648,752            | 100%        | -                   |
| Transfer to Utility Debt Service              | 927,964              | 35,687              |    |    | 963,651              | 927,964              | 104%        | (35,687)            |
| Transfer to Fleet Reserve                     | 32,167               | 32,167              |    |    | 64,334               | -                    | -           | (64,334)            |
| <b>Expenditures and Other Decreases Total</b> | <b>\$ 10,078,532</b> | <b>\$ 1,501,030</b> |    |    | <b>\$ 11,579,562</b> | <b>\$ 15,763,333</b> | <b>73%</b>  | <b>\$ 4,183,771</b> |

# STORMWATER UTILITY BUDGET TO ACTUAL

## UTILITY

|                                               | Q1                    | Q2                  | Q3 | Q4 | YTD Actual            | Adopted Budget        | % of Budget | Remaining           |
|-----------------------------------------------|-----------------------|---------------------|----|----|-----------------------|-----------------------|-------------|---------------------|
| <b>Revenues and Other Increases</b>           |                       |                     |    |    |                       |                       |             |                     |
| Stormwater Service                            | \$ 1,322,612          | \$ 1,195,104        |    |    | \$ 2,517,716          | \$ 5,153,732          | 49%         | \$ (2,636,016)      |
| Capital Facility Charges (Buy-In Fees)        | -                     | 3,093               |    |    | 3,093                 | 59,754                | 5%          | (56,661)            |
| Grants                                        | -                     | 33,133              |    |    | 33,133                | 115,000               | 29%         | (81,867)            |
| Investment Interest                           | 46,390                | 42,226              |    |    | 88,616                | 115,000               | 77%         | (26,384)            |
| Other Revenues                                | -                     | 71                  |    |    | 71                    | -                     | -           | 71                  |
| <b>Revenues and Other Increases Total</b>     | <b>\$ 1,369,002</b>   | <b>\$ 1,273,627</b> |    |    | <b>\$ 2,642,629</b>   | <b>\$ 5,443,486</b>   | <b>49%</b>  | <b>\$ 2,800,857</b> |
| <b>Expenditures and Other Decreases</b>       |                       |                     |    |    |                       |                       |             |                     |
| Salaries and Benefits                         | \$ 257,563            | \$ 321,340          |    |    | \$ 578,903            | \$ 1,160,520          | 50%         | \$ 581,617          |
| Supplies                                      | 5,688                 | 14,602              |    |    | 20,290                | 64,888                | 31%         | 44,598              |
| Services                                      | 545,135               | 394,064             |    |    | 939,199               | 2,069,989             | 45%         | 1,130,790           |
| Interfund Loan                                | -                     | -                   |    |    | -                     | 2,000,000             | 0%          | 2,000,000           |
| Transfers to Other Funds                      | 5,653,114             | 50,175              |    |    | 5,703,289             | 5,761,503             | 99%         | 58,214              |
| <b>Expenditures and Other Decreases Total</b> | <b>\$ 6,461,500</b>   | <b>\$ 780,181</b>   |    |    | <b>\$ 7,241,681</b>   | <b>\$ 11,056,900</b>  | <b>65%</b>  | <b>\$ 3,815,219</b> |
| <b>Change in Cash and Investments</b>         | <b>\$ (5,092,498)</b> | <b>\$ 493,446</b>   |    |    | <b>\$ (4,599,052)</b> | <b>\$ (5,613,414)</b> | <b>82%</b>  | <b>\$ (520,916)</b> |

# STORMWATER UTILITY EXPENDITURES

## UTILITY

| Expenditures                                  | Q1                  | Q2                | Q3 | Q4 | YTD Actual          | Adopted Budget       | % of Budget | Remaining           |
|-----------------------------------------------|---------------------|-------------------|----|----|---------------------|----------------------|-------------|---------------------|
| Stormwater Maintenance & Compliance           | \$ 642,776          | \$ 640,227        |    |    | \$ 1,283,003        | \$ 2,926,380         | 44%         | \$ 1,643,377        |
| Stormwater Engineering                        | 165,610             | 89,778            |    |    | 255,388             | 369,017              | 69%         | 113,629             |
| Interfund Loan                                | -                   | -                 |    |    | -                   | 2,000,000            | 0%          | 2,000,000           |
| Transfer to Stormwater Construction           | 5,048,000           | -                 |    |    | 5,048,000           | 5,103,000            | 99%         | 55,000              |
| Transfer to Utility Debt Service              | 563,503             | 8,565             |    |    | 572,068             | 563,503              | 102%        | (8,565)             |
| Transfer to Fleet Operating                   | -                   | -                 |    |    | -                   | 95,000               | 0%          | 95,000              |
| Transfer to Fleet Reserve                     | 41,611              | 41,611            |    |    | 83,222              | -                    | -           | (83,222)            |
| <b>Expenditures and Other Decreases Total</b> | <b>\$ 6,461,500</b> | <b>\$ 780,181</b> |    |    | <b>\$ 7,241,681</b> | <b>\$ 11,056,900</b> | <b>65%</b>  | <b>\$ 3,815,219</b> |

# STREET CONSTRUCTION BUDGET TO ACTUAL

## CAPITAL PROJECTS

|                                               | Q1                  | Q2                  | Q3 | Q4 | YTD Actual            | Adopted Budget        | % of Budget | Remaining             |
|-----------------------------------------------|---------------------|---------------------|----|----|-----------------------|-----------------------|-------------|-----------------------|
| <b>Revenues and Other Increases</b>           |                     |                     |    |    |                       |                       |             |                       |
| MV Fuel Tax and Multimodal                    | \$ 33,551           | \$ 32,528           |    |    | \$ 66,079             | \$ 321,913            | 21%         | \$ (255,834)          |
| Road Maintenance                              | 48,148              | 36,098              |    |    | 84,246                | 127,880               | 66%         | (43,634)              |
| TBD License Fee                               | -                   | -                   |    |    | -                     | 10,311                | 0%          | (10,311)              |
| Impact Fees                                   | -                   | -                   |    |    | -                     | 86,223                | 0%          | (86,223)              |
| Investment Interest                           | 42,989              | 28,345              |    |    | 71,334                | 27,586                | 259%        | 43,748                |
| Grants                                        | -                   | -                   |    |    | -                     | 7,944,000             | 0%          | (7,944,000)           |
| Transfers from Other Funds                    | -                   | -                   |    |    | -                     | 500,000               | 0%          | (500,000)             |
| <b>Revenues and Other Increases Total</b>     | <b>\$ 124,688</b>   | <b>\$ 96,971</b>    |    |    | <b>\$ 221,659</b>     | <b>\$ 9,017,913</b>   | <b>2%</b>   | <b>\$ 8,796,254</b>   |
| <b>Expenditures and Other Decreases</b>       | <b>\$ 1,004,277</b> | <b>\$ 452,084</b>   |    |    | <b>\$ 1,456,361</b>   | <b>\$ 11,911,364</b>  | <b>12%</b>  | <b>\$ 10,455,003</b>  |
| <b>Change in Cash and Investments</b>         | <b>\$ (879,589)</b> | <b>\$ (355,113)</b> |    |    | <b>\$ (1,234,702)</b> | <b>\$ (2,893,451)</b> | <b>43%</b>  | <b>\$ (2,013,862)</b> |
|                                               |                     |                     |    |    |                       |                       |             |                       |
| <b>Expenditures by Project</b>                |                     |                     |    |    |                       |                       |             |                       |
| Main Street                                   | \$ 846,092          | \$ 282,289          |    |    | \$ 1,128,381          | \$ 11,884,242         | 9%          | \$ 10,755,861         |
| 66th Ave W Pavement Reconstruction            | 884                 | 2,444               |    |    | 3,328                 | -                     | -           | (3,328)               |
| Veteran's Park Trail System                   | 438                 | 381                 |    |    | 819                   | -                     | -           | (819)                 |
| Engineering Services (Capital)                | 156,863             | 139,848             |    |    | 296,711               | -                     | -           | (296,711)             |
| Transfer to Utility Debt Service              | -                   | 27,122              |    |    | 27,122                | 27,122                | 100%        | -                     |
| <b>Total Expenditures and Other Decreases</b> | <b>\$ 1,004,277</b> | <b>\$ 452,084</b>   |    |    | <b>1,456,361</b>      | <b>\$ 11,911,364</b>  | <b>12%</b>  | <b>\$ 10,455,003</b>  |



# PARKS CAPITAL IMPROV. BUDGET TO ACTUAL

## CAPITAL PROJECTS

|                                           | Q1         | Q2         | Q3 | Q4 | YTD Actual   | Adopted Budget | % of Budget | Remaining    |
|-------------------------------------------|------------|------------|----|----|--------------|----------------|-------------|--------------|
| <b>Revenues and Other Increases</b>       |            |            |    |    |              |                |             |              |
| Cable P.E.G. Fees                         | \$ 1,359   | \$ 1,305   |    |    | \$ 2,664     | \$ -           | -           | \$ 2,664     |
| Park Impact Fees                          | -          | -          |    |    | -            | 953,295        | 0%          | (953,295)    |
| Grants                                    | 380,434    | 800,194    |    |    | 1,180,628    | 1,332,287      | 89%         | (151,659)    |
| Investment Interest                       | 14,298     | 9,724      |    |    | 24,022       | -              | -           | 24,022       |
| Interfund Loan                            | -          | -          |    |    | -            | 2,000,000      | 0%          | (2,000,000)  |
| Other Revenues                            | 33,518     | 20,312     |    |    | 53,830       | 1,570,079      | 3%          | (1,516,249)  |
| Transfers from Other Funds                | -          | -          |    |    | -            | 1,450,000      | 0%          | (1,450,000)  |
| <b>Revenues and Other Increases Total</b> | \$ 429,609 | \$ 831,535 |    |    | \$ 1,261,144 | \$ 7,305,661   | 17%         | \$ 6,044,517 |
| <b>Expenditures and Other Decreases</b>   | \$ 84,325  | \$ 287,309 |    |    | \$ 371,634   | \$ 6,620,000   | 6%          | \$ 6,248,366 |
| <b>Change in Cash and Investments</b>     | \$ 345,284 | \$ 544,226 |    |    | \$ 889,510   | \$ 685,661     | 130%        | \$ 340,377   |

# PARKS CAPITAL IMPROV. EXPENDITURES BY PROJECT

## CAPITAL PROJECTS

| Expenditures by Project                       | Q1               | Q2                | Q3 | Q4 | YTD Actual     | Adopted Budget      | % of Budget | Remaining           |
|-----------------------------------------------|------------------|-------------------|----|----|----------------|---------------------|-------------|---------------------|
| Small Park Amenities                          | \$ -             | \$ -              |    |    | \$ -           | \$ 20,000           | 0%          | \$ 20,000           |
| Veteran's Memorial Park - Upper Palteau       | -                | 4,025             |    |    | 4,025          | 290,000             | 1%          | 285,975             |
| Recreation Master Plan                        | -                | -                 |    |    | -              | 150,000             | 0%          | 150,000             |
| Transit Connection Corridor Project           | 33,326           | 118,747           |    |    | 152,073        | 673,500             | 23%         | 521,427             |
| Evergreen Playfields 4&5                      | -                | -                 |    |    | -              | 150,000             | 0%          | 150,000             |
| Pavilion Pool Liner Repair                    | -                | -                 |    |    | -              | 200,000             | 0%          | 200,000             |
| Evergreen Playfield 3                         | 286              | 514               |    |    | 800            | -                   | -           | (800)               |
| Evergreen Tennis Courts                       | -                | 599               |    |    | 599            | -                   | -           | (599)               |
| Evergreen Playfield Turf Conversion           | -                | -                 |    |    | -              | 726,000             | 0%          | 726,000             |
| Firefighter Park Playground                   | -                | -                 |    |    | -              | 50,000              | 0%          | 50,000              |
| Sound Transit Tree Mitigation                 | 47,013           | 3,935             |    |    | 50,948         | 17,000              | 300%        | (33,948)            |
| Ballinger Viewing Platform Trails             | 2,231            | 157,662           |    |    | 159,893        | 343,500             | 47%         | 183,607             |
| ARPA                                          | 1,272            | (1,272)           |    |    | -              | -                   | -           | -                   |
| Engineering Services (Capital)                | 1,469            | 1,827             |    |    | 3,296          | 250,000             | 1%          | 246,704             |
| Interfund Loan                                | -                | -                 |    |    | -              | 2,050,000           | 0%          | 2,050,000           |
| Transfer to Facilities Construction           | -                | -                 |    |    | -              | 1,700,000           | 0%          | 1,700,000           |
| <b>Total Expenditures and Other Decreases</b> | <b>\$ 85,597</b> | <b>\$ 286,037</b> |    |    | <b>371,634</b> | <b>\$ 6,620,000</b> | <b>6%</b>   | <b>\$ 6,248,366</b> |

# REAL ESTATE EXCISE TAX BUDGET TO ACTUAL

## CAPITAL PROJECTS

|                                               | Q1                | Q2                | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining           |
|-----------------------------------------------|-------------------|-------------------|----|----|-------------------|---------------------|-------------|---------------------|
| <b>Revenues and Other Increases</b>           |                   |                   |    |    |                   |                     |             |                     |
| Real Estate Tax Revenue (1st 1/4%)            | \$ 67,700         | \$ 86,280         |    |    | \$ 153,980        | \$ 500,000          | 31%         | \$ (346,020)        |
| Real Estate Tax Revenue (2nd 1/4%)            | 67,700            | 86,280            |    |    | 153,980           | 500,000             | 31%         | (346,020)           |
| Investment Interest                           | 3,038             | 2,634             |    |    | 5,672             | 25,000              | 23%         | (19,328)            |
| <b>Revenues and Other Increases Total</b>     | <b>\$ 138,438</b> | <b>\$ 175,194</b> |    |    | <b>\$ 313,632</b> | <b>\$ 1,025,000</b> | <b>31%</b>  | <b>\$ 711,368</b>   |
| <b>Expenditures and Other Decreases</b>       |                   |                   |    |    |                   |                     |             |                     |
| Transfer to Street Construction               | \$ -              | \$ -              |    |    | \$ -              | \$ 500,000          | 0%          | \$ 500,000          |
| Transfer to Parks Capital Improv.             | -                 | -                 |    |    | -                 | 1,300,000           | 0%          | 1,300,000           |
| <b>Total Expenditures and Other Decreases</b> | <b>\$ -</b>       | <b>\$ -</b>       |    |    | <b>\$ -</b>       | <b>\$ 1,800,000</b> | <b>0%</b>   | <b>\$ 1,800,000</b> |
| <b>Change in Cash and Investments</b>         | <b>\$ 138,438</b> | <b>\$ 175,194</b> |    |    | <b>\$ 313,632</b> | <b>\$ (775,000)</b> | <b>-40%</b> | <b>\$ (913,438)</b> |

# FACILITIES CONSTRUCT. BUDGET TO ACTUAL

## CAPITAL PROJECTS

|                                           | Q1          | Q2          | Q3 | Q4 | YTD Actual  | Adopted Budget | % of Budget | Remaining      |
|-------------------------------------------|-------------|-------------|----|----|-------------|----------------|-------------|----------------|
| <b>Revenues and Other Increases</b>       |             |             |    |    |             |                |             |                |
| Grants                                    | \$ 81,000   | \$ -        |    |    | \$ 81,000   | \$ 1,150,000   | 7%          | \$ (1,069,000) |
| Transfers from Other Funds                | -           | -           |    |    | -           | 100,000        | 0%          | (100,000)      |
| <b>Revenues and Other Increases Total</b> | \$ 81,000   | \$ -        |    |    | \$ 81,000   | \$ 1,250,000   | 6%          | \$ 1,169,000   |
| <b>Expenditures and Other Decreases</b>   | \$ 140,022  | \$ 10,237   |    |    | \$ 150,259  | \$ 1,250,000   | 12%         | \$ 1,099,741   |
| <b>Change in Cash and Investments</b>     | \$ (59,022) | \$ (10,237) |    |    | \$ (69,259) | \$ -           | -           | \$ 59,022      |

|                                               | Q1         | Q2        | Q3 | Q4 | YTD Actual | Adopted Budget | % of Budget | Remaining    |
|-----------------------------------------------|------------|-----------|----|----|------------|----------------|-------------|--------------|
| <b>Expenditures by Project</b>                |            |           |    |    |            |                |             |              |
| Library Roof and HVAC                         | \$ -       | \$ -      |    |    | \$ -       | \$ 1,250,000   | 0%          | \$ 1,250,000 |
| Police Roof and HVAC                          | -          | 9,805     |    |    | 9,805      | -              | -           | (9,805)      |
| Generator Installation                        | 138,750    | 432       |    |    | 139,182    | -              | -           | (139,182)    |
| ARPA                                          | -          | 1,272     |    |    | 1,272      | -              | -           | (1,272)      |
| <b>Total Expenditures and Other Decreases</b> | \$ 138,750 | \$ 11,509 |    |    | \$ 150,259 | \$ 1,250,000   | 12%         | \$ 1,099,741 |

# STORMWATER CONST. BUDGET TO ACTUAL

## CAPITAL PROJECTS

|                                           | Q1           | Q2        | Q3 | Q4 | YTD Actual   | Adopted Budget | % of Budget | Remaining      |
|-------------------------------------------|--------------|-----------|----|----|--------------|----------------|-------------|----------------|
| <b>Revenues and Other Increases</b>       |              |           |    |    |              |                |             |                |
| Grants                                    | \$ -         | \$ 23,076 |    |    | \$ 23,076    | \$ -           | -           | \$ 23,076      |
| Investment Interest                       | -            | 13,614    |    |    | 13,614       | -              | -           | 13,614         |
| Transfers from Other Funds                | 5,048,000    | -         |    |    | 5,048,000    | 5,103,000      | 99%         | (55,000)       |
| <b>Revenues and Other Increases Total</b> | \$ 5,048,000 | \$ 36,690 |    |    | \$ 5,084,690 | \$ 5,103,000   | 100%        | \$ (18,310)    |
| <b>Expenditures and Other Decreases</b>   | \$ 1,116     | \$ 34,218 |    |    | \$ 35,334    | \$ 5,495,600   | 1%          | \$ 5,460,266   |
| <b>Change in Cash and Investments</b>     | \$ 5,046,884 | \$ 2,472  |    |    | \$ 5,049,356 | \$ (392,600)   | N/A         | \$ (5,439,484) |

|                                               | Q1       | Q2        | Q3 | Q4 | YTD Actual | Adopted Budget | % of Budget | Remaining    |
|-----------------------------------------------|----------|-----------|----|----|------------|----------------|-------------|--------------|
| <b>Expenditures by Project</b>                |          |           |    |    |            |                |             |              |
| 220th Water Quality Pipe Repair               | \$ -     | \$ -      |    |    | \$ -       | \$ 4,202,600   | 0%          | \$ 4,202,600 |
| Main Street Construction                      | -        | -         |    |    | -          | 1,293,000      | 0%          | 1,293,000    |
| 66th Ave W Pavement Reconstruction            | -        | 8,331     |    |    | 8,331      | -              | -           | (8,331)      |
| Hall Creek 220th Biofilter                    | 1,116    | 25,887    |    |    | 27,003     | -              | -           | (27,003)     |
| <b>Total Expenditures and Other Decreases</b> | \$ 1,116 | \$ 34,218 |    |    | 35,334     | \$ 5,495,600   | 1%          | \$ 5,460,266 |

# SEWER CONSTRUCTION BUDGET TO ACTUAL

## CAPITAL PROJECTS

|                                           | Q1           | Q2        | Q3 | Q4 | YTD Actual   | Adopted Budget | % of Budget | Remaining      |
|-------------------------------------------|--------------|-----------|----|----|--------------|----------------|-------------|----------------|
| <b>Revenues and Other Increases</b>       |              |           |    |    |              |                |             |                |
| Investment Interest                       | \$ -         | \$ 13,898 |    |    | \$ 13,898    | \$ -           | -           | \$ 13,898      |
| Transfers from Other Funds                | 3,570,715    | -         |    |    | 3,570,715    | 3,580,715      | 100%        | (10,000)       |
| <b>Revenues and Other Increases Total</b> | \$ 3,570,715 | \$ 13,898 |    |    | \$ 3,584,613 | \$ 3,580,715   | 100%        | \$ 3,898       |
| <b>Expenditures and Other Decreases</b>   | \$ -         | \$ -      |    |    | \$ -         | \$ 4,323,851   | 0%          | \$ 4,323,851   |
| <b>Change in Cash and Investments</b>     | \$ 3,570,715 | \$ 13,898 |    |    | \$ 3,584,613 | \$ (743,136)   | N/A         | \$ (4,313,851) |

|                                                                     | Q1   | Q2   | Q3 | Q4 | YTD Actual | Adopted Budget | % of Budget | Remaining    |
|---------------------------------------------------------------------|------|------|----|----|------------|----------------|-------------|--------------|
| <b>Expenditures by Project</b>                                      |      |      |    |    |            |                |             |              |
| Cedar Grove Edmonds Waste Water Treatment Plant & Sewer Replacement | \$ - | \$ - |    |    | \$ -       | \$ 4,123,851   | 0%          | \$ 4,123,851 |
| Main Street Construction                                            | -    | -    |    |    | -          | 200,000        | 0%          | 200,000      |
| <b>Total Expenditures and Other Decreases</b>                       | \$ - | \$ - |    |    | \$ -       | \$ 4,323,851   | 0%          | \$ 4,323,851 |



# WATER CONSTRUCTION BUDGET TO ACTUAL

## CAPITAL PROJECTS

|                                           | Q1                  | Q2                 | Q3 | Q4 | YTD Actual          | Adopted Budget      | % of Budget | Remaining             |
|-------------------------------------------|---------------------|--------------------|----|----|---------------------|---------------------|-------------|-----------------------|
| <b>Revenues and Other Increases</b>       |                     |                    |    |    |                     |                     |             |                       |
| Investment Interest                       | \$ -                | \$ 25,955          |    |    | 25,955              | \$ -                | -           | \$ 25,955             |
| Transfers from Other Funds                | 7,648,752           | -                  |    |    | 7,648,752           | 7,648,752           | 100%        | -                     |
| <b>Revenues and Other Increases Total</b> | <b>\$ 7,648,752</b> | <b>\$ 25,955</b>   |    |    | <b>\$ 7,674,707</b> | <b>\$ 7,648,752</b> | <b>100%</b> | <b>\$ 25,955</b>      |
| <b>Expenditures and Other Decreases</b>   | <b>\$ 43,384</b>    | <b>\$ 72,084</b>   |    |    | <b>\$ 115,468</b>   | <b>\$ 8,506,212</b> | <b>1%</b>   | <b>\$ 8,390,744</b>   |
| <b>Change in Cash and Investments</b>     | <b>\$ 7,605,368</b> | <b>\$ (46,129)</b> |    |    | <b>\$ 7,559,239</b> | <b>\$ (857,460)</b> | <b>N/A</b>  | <b>\$ (8,462,828)</b> |

|                                               | Q1               | Q2               | Q3 | Q4 | YTD Actual        | Adopted Budget      | % of Budget | Remaining           |
|-----------------------------------------------|------------------|------------------|----|----|-------------------|---------------------|-------------|---------------------|
| <b>Expenditures by Project</b>                |                  |                  |    |    |                   |                     |             |                     |
| Water System and Mains                        | \$ 43,384        | \$ 72,084        |    |    | \$ 115,468        | \$ -                | -           | \$ (115,468)        |
| Reservoir Recoating                           | -                | -                |    |    | -                 | 6,479,891           | 0%          | 6,479,891           |
| Seismic Retrofit                              | -                | -                |    |    | -                 | 1,026,321           | 0%          | 1,026,321           |
| Main Street Construction                      | -                | -                |    |    | -                 | 1,000,000           | 0%          | 1,000,000           |
| <b>Total Expenditures and Other Decreases</b> | <b>\$ 43,384</b> | <b>\$ 72,084</b> |    |    | <b>\$ 115,468</b> | <b>\$ 8,506,212</b> | <b>1%</b>   | <b>\$ 8,390,744</b> |

# YEAR END DEBT OUTSTANDING

| <b>Bonds</b>                                    | <b>Maturity Date</b> | <b>Principal<br/>Payments</b> | <b>Dec. 31, 2026<br/>Ending Balance</b> |
|-------------------------------------------------|----------------------|-------------------------------|-----------------------------------------|
| General Obligation UTGO 2018                    | 12/1/2047            | \$ 270,000                    | \$ 9,490,000                            |
| Revenue Bond 2012 - Water/Storm                 | 12/1/2032            | 280,000                       | 1,865,000                               |
| Revenue Bond 2014 - Water/Storm                 | 12/1/2034            | 320,000                       | 3,060,001                               |
| Revenue Bond 2020 Refunding - Water/Storm/Sewer | 12/1/2030            | 330,000                       | 1,375,000                               |
| Revenue Bond 2020 - Sewer                       | 12/1/2035            | 160,000                       | 1,595,000                               |
|                                                 |                      | <u>\$ 1,360,000</u>           | <u>\$ 17,385,001</u>                    |

| <b>Loans</b>                              | <b>Maturity Date</b> | <b>Principal<br/>Payments</b> | <b>Dec. 31, 2026<br/>Ending Balance</b> |
|-------------------------------------------|----------------------|-------------------------------|-----------------------------------------|
| Public Works Trust Fund Loan              | 6/1/2041             | \$ 302,637                    | \$ 4,539,563                            |
| Public Works Assistance Fund Loan 01-2024 | 7/1/2034             | 62,885                        | 503,077                                 |
|                                           |                      | <u>\$ 365,522</u>             | <u>\$ 5,042,640</u>                     |

# DISCUSSION & QUESTIONS

# Thank you





## STAFF REPORT

**To:** Mountlake Terrace City Council

**From:** Aparna Khanal, Public Works Deputy Director

**Meeting Date:** August 28, 2026

**Subject:** Review Amendment 1 to Interlocal Agreement for Snohomish County Road Maintenance Extension

### Required Reviews:

|                |                                |
|----------------|--------------------------------|
| Jennifer Joki  | Created/Initiated - 08/13/2026 |
| Gary Schimek   | Approved - 08/13/2026          |
| Aparna Khanal  | Approved - 08/13/2026          |
| Sirke Salminen | Approved - 08/17/2026          |
| Hillary Evans  | Approved - 08/17/2026          |
| Carolyn Hope   | Final Approval - 08/18/2026    |

### Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

### Legislative History:

The County and the City executed an agreement titled “Interlocal Agreement for Municipal Road and Street Services within the City of Mountlake Terrace” (the “Original Agreement”), on February 14, 2022.

### Subject Summary:

The County and the City executed an agreement titled “Interlocal Agreement for Municipal Road and Street Services within the City of Mountlake Terrace” (the “Original Agreement”), on February 14, 2022, with an effective date until 12/31/2026. This Amendment 1 is proposed to extend the effective date and duration until 12/31/2029.

### Financial/Budget Impacts:

Budget Amendment \_\_\_\_\_ no  
Required? \_\_\_\_\_

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

**Additional Financial Information:**

N/A

**Community Notifications:**

City Council Agenda

If "Other," please specify:

**Board/Commission Recommendation:**

**Staff Recommendation:**

Staff recommends the City Council vote to approve this Amendment 1 to the Interlocal Agreement for Snohomish County Road Maintenance. This can be accomplished by adding it to the September 3, 2026, consent agenda.

**Council Motion:**

N/A

**Attachments:**

1. Amendment 1 to Street and Road Maintenance Agreement (Draft)
2. Original Interlocal Agreement Mountlake Terrace - Executed



## **AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE CITY OF MOUNTLAKE TERRACE**

This AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MOUNTLAKE TERRACE FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE CITY OF MOUNTLAKE TERRACE is made by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Mountlake Terrace, a Washington municipal corporation (the “City”) pursuant to Chapter 39.34 RCW.

### **RECITALS**

**A.** The County and the City executed an agreement titled “Interlocal Agreement for Municipal Road and Street Services within the City of Mountlake Terrace” (the “Original Agreement”), on February 14, 2022.

**B.** The County and the City agree that it is mutually beneficial for the County and the City to extend the term of the Original Agreement.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties and the mutual promises here, the parties agree as follows:

Section 2 of the Original Agreement is amended to read as follows:

#### **2. Effective Date and Duration.**

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2029, unless earlier terminated pursuant to the provisions of Section 14 below; PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to one (1) additional three (3) year term by amendment; PROVIDED FURTHER, that each party’s obligations after December 31, 2027, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

IN WITNESS WHEREOF, this interlocal agreement has been executed by the parties shown below as of the date of the signature of the last party to sign.

**COUNTY:**

Snohomish County, a political subdivision of the State of Washington

**CITY:**

City of Mountlake Terrace, a Washington municipal corporation

By: \_\_\_\_\_  
Douglas W. McCormick  
County Engineer

By: \_\_\_\_\_  
Mayor

**Template Reviewed by:**

**Approved as to Form:**

July 31, 2026  
Deputy Prosecuting Attorney

By: \_\_\_\_\_  
City Attorney

## **INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE CITY OF MOUNTLAKE TERRACE**

This INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE CITY OF MOUNTLAKE TERRACE (this “Agreement”), is made and entered into, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF MOUNTLAKE TERRACE, a Washington municipal corporation (the “City”) pursuant to Chapter 39.34 RCW.

### **RECITALS**

**A.** Pursuant to an Interlocal Agreement for Municipal Road and Street Services within the City of Mountlake Terrace (hereinafter “the Original Agreement”) dated June 30, 2014, the County has historically performed street and road services for the City.

**B.** The County and the City agree that it is mutually beneficial for the County and the City to continue working together cooperatively. Pursuant to this Agreement, chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207, the City and County wish to both provide and receive street and road services from one another.

**C.** It is the intention of the parties that the duties and obligations of this Agreement substitute for, and supersede the duties and obligations of, the Original Agreement as set forth in Section 17.1 below.

**D.** Pursuant to Section 4 below, the requesting party shall reimburse the performing party for its actual costs incurred in performing the requested services, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

#### **1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207. The purpose and intent of this Agreement is for the County and the City to work together to design and construct small capital projects on City and County streets and bridges and to maintain City and County streets and bridges.

**2. Effective Date and Duration.**

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 14 below; PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each party's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

**3. Administrators.**

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Doug McCormick, P.E., County Engineer  
Snohomish County Public Works  
3000 Rockefeller Avenue M/S 607  
Everett, WA 98201

City's Initial Administrator:

Eric LaFrance, Public Works Director  
City of Mountlake Terrace  
23204 58<sup>th</sup> Avenue W  
Mountlake Terrace, WA 98043

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party

**4. Scope of Services.**

The scope of the road and street services (the "Services") includes but shall not be limited to the following:

- a. Construction of small capital projects on City or County streets and bridges, not subject to mandatory competitive bidding, as determined by the City or County, and which do not exceed \$10,000 for a single project or activity as established by state law.
- b. Maintenance services on City or County streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

- c. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the City or County.

## **5. Process for Delivery of Services.**

5.1 Submission of Work Orders. If the City or County (the “requesting party”) desires that the other party perform (the “performing party”) any of the Services, the requesting party shall submit to the performing party’s Administrator, or his or her designee, a Work Order in substantial form to that attached hereto in Appendix C. The performing party shall complete a Work Order in which it shall describe in detail the Services to be performed and shall state the desired completion date. The performing party may in its sole discretion require additional information from the requesting party, including but not limited to, a road plan and profile or sketches. Neither party shall submit any Work Orders for which the cost for design, right-of-way acquisition, construction, or maintenance are reimbursable with Federal funds or Federal grants.

5.1.1 Work Orders for Winter Maintenance. Either party, at its own discretion, may submit an annual Work Order for winter maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the requesting party desires winter maintenance services to be performed. Unless otherwise notified by the requesting party, the performing party will conduct winter maintenance operations on the roads and streets identified in the plan at those times the performing party has mobilized winter operations in the general area. Provided an annual Work Order request has been submitted by the requesting party and accepted by the performing party, individual Work Order requests will not be required to initiate a response to snow and ice events.

5.1.2 Work Orders for Ongoing Maintenance. Either party, at its own discretion, may submit an annual Work Order for ongoing maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the requesting party desires ongoing maintenance and describe in detail the maintenance operations requested. Unless otherwise notified by the requesting party, the performing party will conduct ongoing maintenance operations on the requesting party’s roads and streets identified in the plan. Provided an annual Work Order request has been submitted by the requesting party and accepted by the performing party, individual Work Order requests will not be required to initiate the performance of ongoing maintenance operations.

5.1.3 Work Orders for Emergency Response Services. Either party, at its own discretion, may submit an annual Work Order for emergency response services. Any such annual Work Order shall include a plan identifying triggering emergency events and the routes on which the requesting party desires emergency response services as well as describe in detail the emergency operations requested. Unless otherwise notified by the requesting party, the performing party will conduct emergency response operations on the roads and streets identified in the plan upon the occurrence of an emergency event. Provided an annual Work Order request has been submitted by the requesting party and accepted by the performing party, individual Work Order requests will not be required to

initiate the response to an emergency event.

5.2 Response to Work Orders. Upon receipt of a Work Order, the performing party shall review the Services requested therein. In its sole discretion, the performing party may agree to accept or reject the Work Order. Should the Work Order be rejected, the performing party shall make a notation to that effect on the Work Order and return it to the requesting party. Should the Work Order be accepted, the performing party shall (1) make a notation to that effect on the Work Order, and (2) prepare an Estimate of the time and costs for the requested Services as well as the time and cost of preparing said Estimate, which it will attach to the Work Order. The Estimate is non-binding and does not constitute a bid or contract maximum, and the requesting party shall remain liable for the entire actual cost as described in Section 8 below. Once the Estimate has been attached to the Work Order, the Work Order and Estimate shall be returned to the requesting party.

5.3 Notice to Proceed. Upon receipt of a responsive Work Order and Estimate the requesting party may issue a written Notice to Proceed authorizing the performing party to perform the requested Services. The issuance of a Notice to Proceed shall constitute a representation by the requesting party that (1) it finds the Estimate acceptable, and (2) sufficient funds are appropriated to cover the cost of the Services.

5.4 Performing Party. Upon issuance of a Notice to Proceed, the Administrators or their designated agents shall finalize working procedures associated with the delivery of the Services. The performing party shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the requesting party, PROVIDED HOWEVER that the performance of work shall be subject to availability of personnel, equipment, and materials necessary to perform the Services without unduly disrupting the normal operations and functions of the performing party. The performing party shall notify the requesting party of any inability to perform under this Agreement, including postponement of Services due to workload constraints.

5.5 Changes to Work Orders by the Requesting Party. The requesting party may make changes to the requested Services by submitting a new Work Order outlining in detail the desired changes to the Services. The performing party, in its sole discretion, may accept or reject the new Work Order, PROVIDED HOWEVER that the acceptance is not required where the requesting party is terminating work pursuant to Section 14.2 below. The requesting party shall be liable for all increases in cost, if any, which may be incurred by changes to the Services, including but not limited to clean-up and striping costs and any non-cancelable costs.

5.6 Changes to Work Orders by the Performing Party. After issuance of a Notice to Proceed, the performing party shall provide the requesting party with written notification of any changes to the Work Order required by the performing party when such changes will substantially alter the nature of the Services or the Estimate. The performing party shall obtain the requesting party's written approval to any such changes before implementing them.



5.7 Authority of Administrators. By entering into this Agreement and upon it becoming effective as described in Section 2 above, both parties authorize their respective Administrators to accept, deny, and negotiate the Work Orders described in this Section 4, including any associated increase, decrease, or other change to the costs of the Services.

## **6. Services Provided.**

6.1 Lead Agency. The County shall serve as the lead agency for the Services provided by the County. The City shall serve as the lead agency for Services provided by the City.

6.2 Services. The performing party shall solely determine the schedule for the Services. The performing party will provide the requesting party with a full and complete copy of any construction design plans. The performing party shall segregate the costs of the Services from other work they may be performing.

6.3 Independent Contractor. The performing party shall perform the work as an independent contractor and not as an agent, employee, or servant of the other party. The performing party shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the performing party.

## **7. Cooperation by Requesting Party.**

7.1 Agreement to Cooperate. The requesting party shall cooperate in completing the Services. The requesting party shall make its personnel, including but not limited to its Police and Public Works Department staff, available at reasonable times and upon reasonable advance notice, for purposes of facilitating the performance of the Services, including but not limited to any safety planning meeting the performing party schedules for purposes of discussing traffic control issues. Upon request by the performing party's Administrator or his or her agent and before any work is commenced, the requesting party shall order the temporary closing to traffic of all roads and streets, or portions thereof, as deemed necessary by the performing party, in its sole discretion, to perform the Services.

7.2 Grant of Access. The requesting party certifies that it owns the real property or right-of-ways upon which the Services shall be rendered and additional real property or right-of-ways are not needed to complete the Services. The requesting party further grants to the performing party, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the requesting party and those rights-of-way and WSDOT rights-of-way that the requesting party is responsible for maintaining that are necessary or convenient for the performing party to access in performing the Services.

7.3 Coordination with WSDOT and Utilities. Should, in providing the Services, it become necessary or convenient for the performing party to enter in, on, over, under or above a right-of-way owned by WSDOT or any utility or impact any equipment owned by WSDOT or any utility, the performing party shall notify the requesting party,

and the requesting party shall cooperate in the efforts to coordinate with WSDOT and/or the utility to obtain any required approvals and/or permits authorizing such activity.

7.4 Permitting. At least thirty (30) days prior to the delivery of any requested Services, the requesting party shall obtain and provide to the performing party copies of all permits necessary for the Services.

7.5 Party's Powers. Nothing contained herein shall be construed as in any way divesting either party of any of its powers with respect to the supervision, management, and control of roads and streets within its boundaries.

## **8. Payment by Requesting Party.**

8.1 Actual Costs. The performing party shall be reimbursed in full by the requesting party for the actual costs of the Services provided on a time and materials basis plus an administrative overhead charge as described in Section 8.2 below. The performing party agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the requesting party. In computing the cost of the use of machinery and equipment, the performing party shall charge the requesting party for the full cost to the performing party of rental machinery and equipment and any operator furnished therewith and/or the performing party's equipment rental rate on performing party-owned machinery and equipment.

8.2 Administrative Overhead. For the purpose of fixing the compensation to be paid by the requesting party for the Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed each party's administrative rate. The County rate is currently set at 20% of the total labor cost to the County for those County employees performing Services for the City under this Agreement. The City rates is currently set at 20% of the total labor cost to the City for those City employees performing Services for the County under this Agreement. Charges for administrative costs are in addition to charges for materials and equipment. This rate may be reasonably adjusted annually to reflect changes in actual administrative costs without the need for a formal amendment of this Agreement.

8.3 Invoicing and Payment. The performing party shall invoice the requesting party or its designee for all Services performed by the performing party. The requesting party shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The performing party shall include in each invoice, documentation of all costs for labor, materials and equipment included in the invoice. Unless the requesting party delivers written notice to the performing party disputing the amount of a particular invoice, the requesting party shall make payment on all invoices submitted by the performing party within thirty (30) days of the invoice date. Amounts not paid within 30 days of the invoice date shall thereafter accrue interest at a rate of twelve percent per annum or one percent per month.

8.4 Records. The parties shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

**9. Indemnification/Hold Harmless.**

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

**10. Liability Related to Ordinances, Policies, Rules and Regulations.**

In executing this Agreement, the performing party does not assume liability or responsibility for or in any way release the requesting party from any liability or responsibility which arises in whole or in part from the existence or effect of the requesting party's ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, policy, rule or regulation is at issue, the requesting party shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the requesting party shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**11. Insurance.**

Each party shall maintain its own insurance and/or self-insurance for its obligations from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

**12. Compliance with Laws.**

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

**13. Default and Remedies.**

13.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

13.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 13.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

**14. Early Termination.**

14.1 30 Days' Notice. Except as provided in Section 14.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 14, the City and County shall pay for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The County and County shall notify the other within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs.

Termination costs charged shall not exceed the actual costs incurred as a result of early termination. No payment shall be made for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the other party.

**15. Dispute Resolution.**

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

**16. Notices.**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**17. Miscellaneous.**

17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, including but not limited to the Original Agreement PROVIDED HOWEVER, that the parties' duties and obligations under the Original Agreement regarding insurance and indemnification shall survive as to any claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, known or unknown, for injury, sickness, disability or death to persons or damage to property or business, arising prior to the Effective Date of this Agreement. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

17.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

17.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in

and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

17.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

17.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be 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.

17.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

17.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

17.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

17.9 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.

17.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

17.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.



17.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

17.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last party to sign.

**COUNTY:**

Snohomish County, a political subdivision  
of the State of Washington

Douglas W  
By McCormick  
County Engineer

Digitally signed by Douglas W  
McCormick  
Date: 2022.02.14 11:55:48  
-08'00'

**CITY:**

City of Mountlake Terrace, a Washington  
municipal corporation

By   
Scott Hugill, City Manager

Digitally signed by Scott Hugill  
Date: 2022.02.11 10:30:44  
-08'00'

**Approved as to Form:**

/s/ George Marsh 10/06/2021  
Deputy Prosecuting Attorney

**Approved as to Form:**

Hillary J. Evans  
City Attorney

Digitally signed by Hillary J.  
Evans  
Date: 2022.02.11 08:45:17  
-08'00'

*[The remainder of this page is intentionally left blank.]*

**APPENDIX A**  
**MUNICIPAL ROAD AND STREET SERVICES**  
**Snohomish County - Road Maintenance Division**

| <b>Work Operations</b><br><b>(Estimates provided on a per project basis)</b>                                                                                                                                                                                                                                                                                         |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Drainage:</b>                                                                                                                                                                                                                                                                                                                                                     |  |
| <ul style="list-style-type: none"> <li>• <b>Catch Basin Routine Maintenance:</b> Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.</li> </ul>                                                                                                  |  |
| <ul style="list-style-type: none"> <li>• <b>Catch Basin Mechanical Cleaning:</b> Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted.</li> </ul>                                               |  |
| <ul style="list-style-type: none"> <li>• <b>Culvert Cleaning, and Inspection, Manual:</b> Inspecting and manually cleaning culvert inlets and outlets.</li> </ul>                                                                                                                                                                                                    |  |
| <ul style="list-style-type: none"> <li>• <b>Culvert Cleaning, Mechanical:</b> Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions.</li> </ul>                                                                                                                                 |  |
| <ul style="list-style-type: none"> <li>• <b>Detention/Retention Basin Maintenance:</b> Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes.</li> </ul> |  |
| <ul style="list-style-type: none"> <li>• <b>Ditch Maintenance:</b> Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.</li> </ul>    |  |
| <ul style="list-style-type: none"> <li>• <b>Underground Retention/Detention Facility Maintenance:</b> Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations.</li> </ul>               |  |
| <b>Pavement Maintenance and Repair:</b>                                                                                                                                                                                                                                                                                                                              |  |
| <ul style="list-style-type: none"> <li>• <b>Crack and Joint Sealing:</b> Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling.</li> </ul>                                                                                                            |  |
| <ul style="list-style-type: none"> <li>• <b>Install Lane Markers/Raised Pavement Markers:</b> Install lane markers to replace worn markers or to facilitate design changes in the channelization.</li> </ul>                                                                                                                                                         |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• <b>Installation, Maintenance and Repair of Guardrail:</b> Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications.</li> </ul>                                                                                                                                                                     |
| <ul style="list-style-type: none"> <li>• <b>Manual Pavement Patching:</b> To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc.</li> </ul>                                                                                                                                                                                  |
| <ul style="list-style-type: none"> <li>• <b>Pavement Markings -Thermo-plastic/Durable:</b> Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.</li> </ul>                                                                                                                                                                                                                                                                    |
| <ul style="list-style-type: none"> <li>• <b>Pavement Markings - Paint:</b> Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.</li> </ul>                                                                                                                                                                                                                                 |
| <ul style="list-style-type: none"> <li>• <b>Sweeping &amp; Cleaning Pavement with Mechanical Pickup Broom:</b> Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance.</li> </ul> |
| <ul style="list-style-type: none"> <li>• <b>Traffic Sign Repair, Replacement, Maintenance and Installation:</b> Repair, replace, maintain; or install new traffic signs to ensure that operational safety is maintained on the roadway system.</li> </ul>                                                                                                                                                                                                                              |
| <b>Shoulder Maintenance:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <ul style="list-style-type: none"> <li>• <b>Grade / Reshape Shoulders:</b> Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.</li> </ul>                                                                                                                                                                                                                                                          |
| <ul style="list-style-type: none"> <li>• <b>Shoulder Buildup Removal:</b> Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage.</li> </ul>                                                                                                                                                                                                                                                           |
| <b>Snow &amp; Ice:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <ul style="list-style-type: none"> <li>• <b>Anti-Icing and De-icing Application, Liquids:</b> Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.</li> </ul>                                                                                                                                                                                                                  |
| <ul style="list-style-type: none"> <li>• <b>Plowing/Sanding/Solid Deicer Application:</b> Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form.</li> </ul>                                                         |
| <b>Vegetation:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <ul style="list-style-type: none"> <li>• <b>Control Vegetation Obstructions - Manual:</b> Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.</li> </ul>                                                                                                                                                                                                                         |
| <ul style="list-style-type: none"> <li>• <b>Cutting/Pruning/Selective Thinning:</b> Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.</li> </ul>                                                                                                                                                                                                                                                                                                 |

|                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• <b>Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment:</b> Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area.</li> </ul> |
| <ul style="list-style-type: none"> <li>• <b>Nuisance Vegetation Control - Manual:</b> Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses.</li> </ul>                                                                    |
| <ul style="list-style-type: none"> <li>• <b>Nuisance Vegetation Control - Mechanical:</b> Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.</li> </ul>                                                                                                                                                                     |
| <ul style="list-style-type: none"> <li>• <b>Tree Trimming/Tree Canopy Maintenance:</b> Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.</li> </ul>                                                                                                                                               |
| <ul style="list-style-type: none"> <li>• <b>Roadside Mowing:</b> Mow with mechanical mower to control grass height and trim undesirable vegetation.</li> </ul>                                                                                                                                                                                                                                                |

| Other services provided:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Call-out Response for urgent or emergency situations</li> <li>• Catch Basin/ Manhole Repair or Replacement</li> <li>• Chip Seals; Project or Patching</li> <li>• Culvert Repair or Replacement</li> <li>• Guidepost and Delineator Replacement</li> <li>• Hauling and Disposal of Waste Material</li> <li>• Hydro Seeding and Mulching</li> <li>• Instructor, Equipment Training and Other Training Courses</li> <li>• Maintenance and Repair of Concrete Structures</li> <li>• Mechanical Pavement Patching, Paverbox</li> <li>• Noxious Weed Control - Mechanical</li> <li>• Noxious Weed Control - Manual</li> <li>• Pavement Milling/Full Depth Repair (small, localized areas)</li> <li>• Pavement Patching with Subgrade Repair</li> <li>• Rip Rap and Cribbing Repair</li> <li>• Seeding, Mulching, and Planting including native species.</li> <li>• Shoulder Washout Repair</li> <li>• Slope Repair, Slide Clean up &amp; Maintenance</li> <li>• Traffic Control for Mobile Operations</li> <li>• Traffic Control for Stationary Operations</li> <li>• Vector Waste Recycling/Disposal</li> </ul> |

**APPENDIX B**  
**MUNICIPAL ROAD AND STREET SERVICES**  
**Snohomish County – Bridge Operations**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Work Operations</b><br><b>(Estimates provided on a per project basis)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Bridge Inspection:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <ul style="list-style-type: none"><li>• <b>Bridge Inspection Services:</b> Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County’s performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual.</li></ul> |
| <b>Other services provided:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**APPENDIX C**  
**MUNICIPAL ROAD AND STREET SERVICES**  
**Snohomish County - Road Maintenance Division**  
**Engineering Services Division – Bridge Group**

**Work Order Forms**

Samples provided below are to be used for Work Order requests made to Snohomish County. Work Order request made to the City shall be provided on a City Work order form. The City Work Order form does not need to be identical to the County Work Order but should contain the same elements including an approval section.





## ROAD MAINTENANCE AID AGREEMENT WORK ORDER

Agency/Jurisdiction: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Contact Info: \_\_\_\_\_ Requested Completion Date: \_\_\_\_\_

Authorized By: \_\_\_\_\_ Position/Title: \_\_\_\_\_

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

Date Approved: \_\_\_\_\_

**WORK TO BE PERFORMED** (Description and/or Sketch) (Attach Additional Pages If Needed)

Once completed please email to: [Contact.PWRoad@snoco.org](mailto:Contact.PWRoad@snoco.org)

### For Completion by Snohomish County Road Maintenance Division

Estimated Cost For Services: \_\_\_\_\_ Reimbursable Service Number: **RR** \_\_\_\_\_

Approved By:

RM Operations Manager: \_\_\_\_\_ Date: \_\_\_\_\_

RM Director: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ By: \_\_\_\_\_



**PUBLIC WORKS BRIDGE INSPECTION SERVICES WORK ORDER**

**Agency/Jurisdiction:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

**Contact Info:** \_\_\_\_\_ **Requested Completion Date:** \_\_\_\_\_

**Authorized By:** \_\_\_\_\_ **Position/Title:** \_\_\_\_\_

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

**Date Approved:** \_\_\_\_\_

**WORK TO BE PERFORMED** (Description) (Attach Additional Pages If Needed)

Once completed please email to: [Contact.PWBridge@snoco.org](mailto:Contact.PWBridge@snoco.org)

**For Completion by Snohomish County Engineering Services Division**

County's Estimated Cost For Services: \_\_\_\_\_

County Reimbursable Service Number: **RR** \_\_\_\_\_

County Work Order Number: \_\_\_\_\_ (progressive number assigned by order of request)

Approved By:

Bridge Group Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

ES Director: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ By: \_\_\_\_\_



## STAFF REPORT

**To:** Mountlake Terrace City Council

**From:** Jeff Betz, Recreation and Parks Director

**Meeting Date:** August 28, 2026

**Subject:** Review Amendment to Lease Agreement with T-Mobile for Wireless Facility

### Required Reviews:

|                |                                |
|----------------|--------------------------------|
| Jennifer Joki  | Created/Initiated - 08/17/2026 |
| Jeff Betz      | Approved - 08/17/2026          |
| Sirke Salminen | Approved - 08/17/2026          |
| Hillary Evans  | Approved - 08/17/2026          |
| Carolyn Hope   | Final Approval - 08/18/2026    |

### Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

### Legislative History:

The original T-Mobile agreement to lease property behind the Police Station was reviewed on February 7, 2005.

Council reviewed and approved a lease amendment on September 5, 2024 but the amendment was never executed.

### Subject Summary:

In September 2005 the City and Voicestream PCS III entered into a site lease agreement to locate a wireless facility on city property. This location is directly west of the police station or north of Veterans Memorial Park and includes a tower structure, equipment shelter, cabinets, meter boards, utilities, antennas, and various equipment. The site is fenced off and houses only their equipment with no co-locators. T-Mobile West Tower LLC is the current tenant as they succeeded Voicestream.

The original lease provided for three extensions of five years each. The final extension expired November 8, 2025. T-Mobile approached the city to extend this lease agreement in 2023. This amendment modifies a few elements of the original lease such as renewal terms, rent, rent escalation, and other information such as notices to tenant and landlord. Term of the agreement will be extended an additional 30 years (6 terms of 5 years) with final term ending November 8, 2055.

The new lease cost lowers the monthly fee paid to the city in recognition that it is considered a dead site currently. T-Mobile upon execution of this agreement pursue other wireless carriers to colocate on the pole. If that does occur and they are successful then the lease payments will increase. T-Mobile lease payments will total \$500 per month and will include 3% escalation.

When the 1<sup>st</sup> subtenant installs equipment on the tower the City will receive an additional 25% of the 1<sup>st</sup> subtenant lease. When the 2<sup>nd</sup> Subtenant installs equipment on the tower the lease increases to \$1,500/mo and will include an additional 10% of all other sub-tenant leases (2<sup>nd</sup>, 3<sup>rd</sup>, etc).

**Financial/Budget Impacts:**

Budget Amendment                      No  
Required?                                      \_\_\_\_\_

|                                       |              |
|---------------------------------------|--------------|
| Budget and Sources:                   | General Fund |
| Expenditure:                          | \$0          |
| New Appropriation Required + Sources: | N/A          |

**Additional Financial Information:**

NA

**Community Notifications:**

City Council Agenda

If "Other," please specify:

**Board/Commission Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends the City Council vote to authorize the City Manager to sign the amendment to the agreement with T-Mobile for the wireless facility in a substantially similar form as approved by the City Attorney. This can be accomplished by adding it to the Consent Agenda on September 3.

**Council Motion:**

N/A

**Attachments:**

1. FIRST AMENDMENT TO SITE LEASE BETWEEN CROWN CASTLE AND MLT LMM 07172026 DRAFT FINAL
2. 823167 - T-Mobile Civic Center
3. 823167\_Memorandum of Amendment to Site Lease with Option (CC rev 8-14-26)

## FIRST AMENDMENT TO SITE LEASE WITH OPTION

THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION (this “First Amendment”) is dated and made effective as of the date of the last party to sign (“Effective Date”), by and between CITY OF MOUNTLAKE TERRACE (“Landlord”), with a mailing address of 23204 58<sup>th</sup> Avenue West, Mountlake Terrace, Washington 98043, and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact (“Tenant”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

### RECITALS

WHEREAS, Landlord and VoiceStream PCS III Corporation, a Delaware corporation (“Original Tenant”) entered into a Site Lease with Option dated September 22, 2005, together with that certain Addendum to Site Lease with Option of even date (collectively, the “Lease”), whereby Original Tenant leased certain real property together with access and utility easements, located in Snohomish County, Washington from Landlord (the “Premises”), all located within certain real property owned by Landlord (the “Property”); and

WHEREAS, T-Mobile West Tower LLC is the current Tenant under the Lease as ultimate successor in interest to Original Tenant; and

WHEREAS, pursuant to the terms of the Lease, the Premises may be used for the purpose of constructing, maintaining, and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements, and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on November 9, 2005, ending on November 8, 2010. The Lease provides for three (3) renewal terms of five (5) years each (each a “Renewal Term”), all of which have been exercised by Tenant. According to the Lease, the final Renewal Term expired on November 8, 2025; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree to amend the Lease as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals and hereby incorporate them into this First Amendment by reference. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Renewal. Commencing on November 9, 2025, Tenant shall have the right to extend the Lease term for six (6) additional Renewal Terms of five (5) years each, with the final Renewal Term expiring on November 8, 2055, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew at least sixty (60) days prior to expiration of the then-current Renewal Term.

3. Rent.

(a) Rent Reduction. Commencing on the first day of the second full month following full execution of this First Amendment, the current Rent payable under the Lease will be (i) paid monthly, in lieu of annually, and (ii) reduced to Five Hundred and 00/100 Dollars (\$500.00) per month (“Rent Reduction”). Following the Rent Reduction, the monthly Rent will continue to adjust pursuant to the terms of this First Amendment.

(b) Annual Rent Escalations. Commencing on November 1, 2026, and every year thereafter (each an “Adjustment Date”), the monthly Rent shall increase by an amount equal to three percent (3%) of the monthly Rent in effect for the month immediately preceding the Adjustment Date (the “Regular Rent Escalation”). Such Rent escalations shall replace any Rent escalations currently in the Lease.

(c) One-Time Rent Increase. On the first day of the month following completion of installation at the Premises by the second Future Subtenant (defined below), the Rent shall increase to One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month (the “One-Time Rent Increase”). In the event the One-Time Rent Increase occurs on the same date as the Regular Rent Escalation, the Regular Rent Escalation shall be applied first, and then the One-Time Rent Increase shall be applied after the Rent is increased pursuant to the Regular Rent Escalation.

4. Rent Sharing Between Landlord and Tenant. If, after the execution of this First Amendment, Lessee subleases, licenses, or grants a right of use or occupancy in the Premises to a third party not already a subtenant on the Premises (each a “Future Subtenant”) Tenant shall pay to Landlord the following:

(a) Twenty-five percent (25%) of the rental, license, or similar payments paid by first Future Subtenant to Tenant. (“first Subtenant Revenue Share”). Reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement shall be excluded from calculation of the first Subtenant Revenue Share. Tenant shall pay Landlord the first Subtenant Revenue Share within thirty (30) days of Tenant’s receipt of the first Subtenant Revenue Share.

(b) Ten percent (10%) of the rental, license, or similar payments paid by second Future Subtenant to Tenant. (“second Subtenant Revenue Share”). Reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement shall be excluded from calculation of second Subtenant Revenue Share. Tenant shall pay Landlord the second Subtenant Revenue Share within thirty (30) days of Tenant’s receipt of the second Subtenant Revenue Share.

(c) Tenant shall have no obligation to pay Landlord first or second Subtenant Revenue Shares until such payments are received by Tenant.

(d) Once per calendar year, Landlord may submit a written request to Tenant for a report from Tenant enumerating Revenue Share obligation for each Future Subtenant for the prior twelve (12) month period, and Tenant shall provide such written report to Landlord within sixty (60) days after Tenant’s receipt of such written request.

(e) Notwithstanding anything in this Section to the contrary, the parties acknowledge and agree that (i) Landlord shall not be entitled to Revenue Share for any subtenant of Tenant or any successors and/or assignees of such subtenant who commenced use of the Premises or executed a sublease or license prior to the Effective Date of this First Amendment.

(f) As used in this First Amendment, the term “Future Subtenant”, shall not include any sublease, license or use by Tenant, CCTMO LLC, affiliates of Tenant and/or CCTMO LLC, or their respective successors and assigns (collectively, “Affiliated Parties”), and that revenue derived from Affiliated Parties shall be expressly excluded from Revenue Share and Landlord shall have no right to receive any portion of such revenue.

5. Right of First Refusal. If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord’s interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or Landlord’s interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord’s



right, title and interest in the Lease, on the same terms and conditions in the offer, excluding any terms or conditions that are (i) not imposed in good faith; or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Property. If Landlord's notice covers portions of Landlord's parent parcel beyond the Premises, Tenant may elect to acquire an interest in only the Premises, including all of Landlord's right, title and interest in the Lease, and the consideration shall be pro-rated on an acreage basis. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Landlord's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect, and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

6. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this First Amendment ("Memorandum") in the Official Records at any time following the execution of this First Amendment by all parties hereto.

7. Representation, Warranties and Covenants of Landlord. Landlord represents, warrants, and covenants to Tenant as follows:

a) Landlord is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of its obligations under the Lease as amended.

b) Tenant is not currently in default under the Lease, and to Landlord's knowledge, no event or condition has occurred or presently exists that, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

c) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession, and quiet enjoyment of the Premises under the Lease as amended hereby.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of the Property on which Tenant communications facilities or other Tenant improvements exist on the date of this First Amendment.

8. Counterparts. This First Amendment may be executed simultaneously or in separate and multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent. The terms, covenants and provisions of this First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

10. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this First Amendment are intended to authenticate this writing and to have the same force and effect as manual

signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this First Amendment and executed and adopted by a party with the intent to sign such First Amendment, including facsimile or email electronic signatures.

*[Execution Pages Follow]*

This First Amendment is executed by Landlord as of the date written below.

**LANDLORD:**  
CITY OF MOUNTLAKE TERRACE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Tenant Execution Page Follows]*

This First Amendment is executed by Tenant as of the date written below.

**TENANT:**  
T-MOBILE WEST TOWER LLC,  
a Delaware limited liability company,

By: CCTMO LLC,  
a Delaware limited liability company  
Its: Attorney in Fact

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between City of Mountlake Terrace ("Landlord") and Voicestream PCS III Corporation, a Delaware corporation ("Tenant").

### 1. Option to Lease.

(a) In consideration of the payment of five hundred and no/100 dollars (\$500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of five hundred and no/100 dollars (\$500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. During the Option Period and any extension thereof, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. The City of Mountlake Terrace's duties as landlord do not include any guarantee that regulatory agencies or individuals will issue licenses, permits or authorizations required by Tenant. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and licenses for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at, 23204 58<sup>th</sup> Avenue West Mountlake Terrace, WA 98043 and comprises approximately 300 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, nine thousand and 00/100 dollars (\$9,000.00) per year ("Rent"). Rent for the first year of the Initial Term shall be payable within twenty (20) days following the Commencement Date, and thereafter Rent will be payable annually in advance, on or before each anniversary of the Commencement Date, to City of Mountlake Terrace at Landlord's address specified in Section 12 below. During the Initial Term and any Renewal Terms (as defined below), Rent shall be adjusted annually on each anniversary of the Commencement Date based upon the June CPI-U (Seattle-Tacoma-Bremerton) (1982-84= 100) or three percent (3%), whichever is higher. If this Lease is terminated at a time other than on the last day of a Lease year, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for three (3) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be adjusted annually as set forth in Paragraph 4. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.



6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department. Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease, provided Tenant shall not add additional antennas or any equipment which significantly alters the exterior appearance of the monopole or exterior of the Premises without the prior written consent of Landlord, which will not be unreasonably withheld, conditioned or delayed. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Licenses (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease. If Tenant fails to install its improvements prior to start of construction of the new fire station, Landlord shall not be responsible for any interference caused by the planned construction of a new fire station and Tenant shall be responsible for coordinating construction of its improvements with all contractors and sub-contractors at the site. Tenant shall not interfere with any aspects of the construction of the new fire station.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence. Such improvements shall be subject to the Landlord's approval, which will not be unreasonably withheld, conditioned or delayed.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property, excluding the installation of emergency power generators, without Landlord's prior written consent. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service attributable to Landlord. Landlord and Tenant agree to equally share the cost of trenching and each party shall supply their own conduit as needed. The first party ready to start construction shall perform all trenching and laying of conduit for both parties and the other party, upon its initiation of construction, shall reimburse the constructing party 50% of the cost of trenching upon receipt of copies of all related invoices. All underground trenching and utilities shall conform to the City's minimum specifications, as shown in Exhibit D. At the signing of this Lease, Landlord warrants that Tenant's share for installation of the new power is five thousand sixty-five and 00/100 Dollars (\$5,065.00) ("Tenant's Power Share"). Tenant will only be required to pay Tenant's Power Share if Tenant exercises the Option and commences this Lease in order to initiate installation of its equipment. In no event will Tenant be obligated to contribute to any Landlord-incurred expenses, including, but not limited to, the trenching and installation of new power, if the Option is not exercised pursuant to Section 1(a).

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant a license in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Licenses"). The Licenses provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week <sup>110 KL</sup> vehicular and pedestrian access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term. Except in an emergency, Tenant shall notify Landlord of any



scheduled maintenance and/or repairs four (4) hours in advance of the Access by contacting the Snohomish County Emergency Communication Agency on their business telephone number in order for Police personnel to be notified.

(g) In order to facilitate Tenant's construction of the Antenna Facilities, Landlord agrees to stop work on its trail renovation project adjacent to, and within approximately 211 feet of the proposed Antenna Facilities. Tenant agrees to complete the trail renovation work in the area where work is stopped, in accordance with the design and specifications set forth in Landlord's trail contract no.2005-1 (the "Trail Contract"), on or before December 30, 2005. That portion of the trail that Tenant is obligated to complete is depicted in attached Exhibit E. Tenant further agrees to pay any sums that Landlord is obligated to pay to the contractor under the Trail Contract due to Landlord's cancellation of the portion of the work described above, and such sum is or is estimated to be Thirty-one Thousand Three Hundred Fifty and no/100 Dollars (\$31,350). To guarantee performance of this provision, Tenant shall provide a bond in the amount of \$47,025.00 in a form reasonably satisfactory to Landlord. This Lease shall be terminated and of no further force or effect if the bond described herein is not approved by Landlord within thirty (30) days after the Effective Date.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by Tenant if the Property or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to adversely affect the effective use of the Antenna Facilities. In such situation, Rent shall continue until such time as the Antenna Facilities are removed by the Tenant; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, including any leasehold excise tax as required by the State of Washington (provided that Tenant shall have option, at Tenant's sole election, to be centrally assessed or otherwise make payment directly to the State of Washington), only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Tenant shall add the City of Mountlake Terrace as an additional insured.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator  
With a copy to: Attn: Legal Dept.

With a copy to:

Voicestream PCS III Corporation  
19807 North Creek Parkway  
Bothell, WA 98011  
Attn: Lease Administration Manager

If to Landlord, to:

City of Mountlake Terrace  
Attn: Facilities Manager  
23204 58<sup>th</sup> Avenue West  
Mountlake Terrace, WA 98043

With a copy to:

City of Mountlake Terrace  
Attn: City Attorney  
23204 58<sup>th</sup> Avenue West  
Mountlake Terrace, WA 98043

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site



conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant may not assign this Lease or the Licenses without the prior written approval of Landlord, which will not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may assign this Lease and the Licenses without Landlord's consent to a parent, affiliate or subsidiary Tenant, any party that merges or consolidates with Tenant or its parent, or a purchaser of all or substantially all of Tenant's stock or assets. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises with the prior written approval of Landlord, which will not be unreasonably withheld, conditioned or delayed. Tenant must include a copy of this Lease, with notice, to any assignee or sublessee. In the event Tenant desires to collocate an additional commercial mobile radio service ("CMRS") provider on the Premises, whether through a sublease or partial assignment, such CMRS provider shall be required to obtain a separate ground lease and/or consent agreement from Landlord, depending on whether the CMRS provider is located within or outside the Premises. The parties understand that: (i) Landlord may charge the CMRS provider for such ground lease and/or consent agreement, at rates determined at Landlord's reasonable discretion; (ii) Tenant shall be entitled to retain all tower rents or fees that it receives from any CMRS provider who subleases space on the tower. (iii) Landlord and Tenant shall reasonably cooperate to locate additional CMRS providers on the Property, provided that Landlord shall have no obligation to locate CMRS providers that do not meet Landlord's reasonable financial integrity standards; (iv) Landlord may not charge an additional amount to Tenant for the placement of a CMRS provider; and (v) in the event of a default or breach by a CMRS provider to either party, Landlord and Tenant shall reasonably cooperate with the other party to evict or otherwise remove the defaulting CMRS.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease and the Licenses shall run with the land, and be shall binding upon and inure to the benefit of the parties and their respective successor and assigns.

17. Intentionally deleted.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be

deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

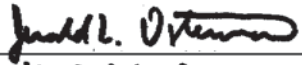
(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s), with the prior written consent of the Landlord. The terms of all Exhibits are incorporated herein for all purposes.

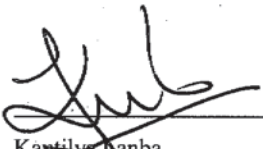
(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: City of Mountlake Terrace

By:   
Printed Name: JERALD L. OSTERMAN  
Its: INTERIM CITY MANAGER  
Date: 9/22/05

TENANT: Voicestream PCS III Corporation, a Delaware corporation

By:   
Printed Name: Kantiya Nanba  
Its: Director of Engineering & Operations  
Date: 9/21/05

Approved as to form

STATE OF WASHINGTON

)

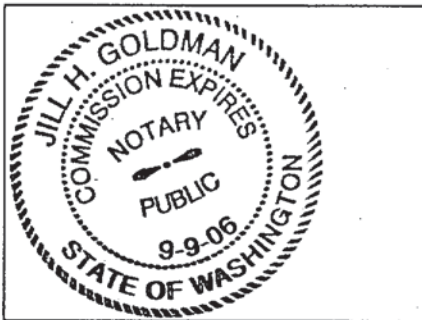
) ss.

COUNTY OF KING

)

I certify that I know or have satisfactory evidence that **Kautilya Lanba** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Director **Engineering & Operations Washington** of VoiceStream PCS III Corporation, a Delaware Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/21/05



(Use this space for notary stamp/seal)

Jill H. Goldman  
Notary Public in and for the State of Washington,

Print Name Jill H. Goldman

My commission expires 9/9/06

Site Number:

Site Name:

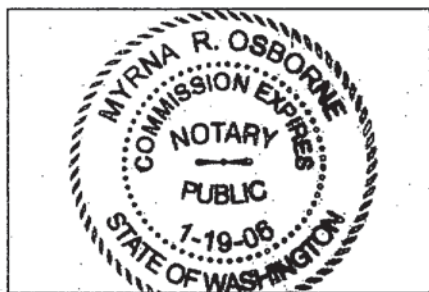
Market: Seattle

City of Mountlake Terrace

STATE OF Washington )  
COUNTY OF Snohomish ) ss.

This instrument was acknowledged before me on 9/22/05 by Jerald L. Osborman [title]  
Interim City Manager of City of Mountlake Terrace a Municipality [type of entity], on behalf of said  
City of Mountlake Terrace [name of entity].

Dated: 9/22/05



(Use this space for notary stamp/seal)

Myrna R. Osborne  
Notary Public  
Print Name Myrna R. Osborne  
My commission expires 7/19/08



**ADDENDUM TO SITE LEASE WITH OPTION**  
**[Additional Terms]**

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

**1. The following shall be added as Section 19:**

**19. Redevelopment.**

(a) Redevelopment. Landlord and Tenant understand and acknowledge that Landlord may redevelop the Property or require Tenant to move on the Property in such a way that Tenant's use of the Premises may be disturbed (the "Redevelopment"). In the event the Redevelopment requires the Antenna Facilities to be relocated, Landlord and Tenant agree to reasonably cooperate to relocate the Antenna Facilities to a different area of the Property, if possible, including amending the Exhibits of this Lease to reflect the relocation. Any relocation of the Antenna Facilities shall be performed by Tenant. Landlord shall provide Tenant with one (1) year notice of the Redevelopment.

(b) Zoning. Tenant's shall be responsible for obtaining any permits or zoning approvals necessary to relocate the Antenna Facilities.

(c) Temporary Operation. During the Redevelopment, Tenant shall have the right to operate a temporary facility on the Property, provided such operation does not interfere with the Landlord's Redevelopment or other use of the Property. If the operation of a temporary facility does interfere with Landlord's Redevelopment, Landlord and Tenant shall reasonably cooperate to allow Tenant to operate a temporary facility on other property owned by Landlord in the immediate vicinity, if possible.

(d) Rent Abatement. As consideration for relocating the Antenna Facilities, upon completion of the Redevelopment, Tenant shall be compensated in the amount of Thirty-five Thousand and no/100 Dollars (\$35,000.00), or the actual cost to Tenant to relocate the Antenna Facilities, whichever is less, which shall be taken as a one-half deduction of the monthly Rent, until such compensation amount is zero.

(e) Alternative Site. In the event the proposed new location for the Antenna Facilities is unacceptable to Tenant, Landlord and Tenant shall reasonably cooperate to determine an alternative site for the placement of the Antenna Facilities on the Property, or on other property the Landlord owns or manages in the immediate vicinity. If no acceptable new location can be found, Tenant shall have right, at Tenant sole discretion, to immediately terminate this Lease with no further liability.

**2. The following shall be added as Section 20:**

**20. Landlord Equipment on Tenant Pole.**

(a) Landlord Right to Place Equipment. Landlord shall have the right to place Landlord's equipment (the "Landlord Equipment"), substantially in the configuration as set forth in a separate writing to Tenant, subject to the following terms and conditions:

(b) Placement. All Landlord Equipment shall be placed by Tenant, or a contractor approved by Tenant, at Tenant's sole discretion and placement of Landlord's antennas and appurtenances on the pole must be approved by Tenant, not to unreasonably withheld. Placement of Landlord Equipment shall be done at a time acceptable to and approved by Tenant, and at Landlord's sole cost and expense. In the event placement of Landlord's equipment is performed by or through Tenant, the cost shall be taken as rent abatement of the Rent until fully paid.

(c) Improvements. Landlord may make additions or changes to Landlord Equipment at any time, subject to Tenant's reasonable approval and the other provisions of this Section 20. Landlord shall submit in writing proposed additions or changes, the placement of which shall be in accord with (b) of this section.

(d) Reservation to Move Equipment. Tenant reserves right to relocate Landlord Equipment, after consultation with Landlord and provided the Landlord Equipment is operational in the new location. Tenant shall be responsible for moving Landlord Equipment, at Tenant's sole cost. Tenant shall provide Landlord thirty (30) days written notice of move.

(e) Tenant Obligation. Tenant shall have no duty or obligation to maintain, inspect, or monitor Landlord Equipment, whether now or hereafter installed, and Tenant shall have no duty to notify Landlord of any fault or condition. In the event Tenant discovers any condition of Landlord Equipment that affects the structural integrity of the tower or the safety or welfare of persons performing work on the tower, after notice to Landlord, Tenant may, at Tenant sole discretion, remedy such

condition, and any labor or material necessary to remedy such condition shall be at Landlord's sole cost and expense.

(f) Insurance. In the event Landlord places Landlord Equipment on Tenant's structure, Landlord shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars (\$1,000,000.00). Landlord may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Landlord may maintain. Landlord shall add Tenant as an additional insured.

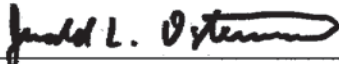
LANDLORD: City of Mountlake Terrace

By:

Printed Name:

Its:

Date:



JERALD L. OSTERMAN

INTSAIM CITY MANAGER

9/22/05

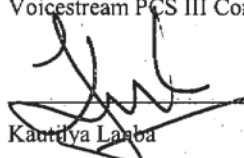
TENANT: Voicestream PCS III Corporation, a Delaware corporation

By:

Printed Name:

Its:

Date:



Kautliya Laaba

Director of Engineering & Operations

9/21/05

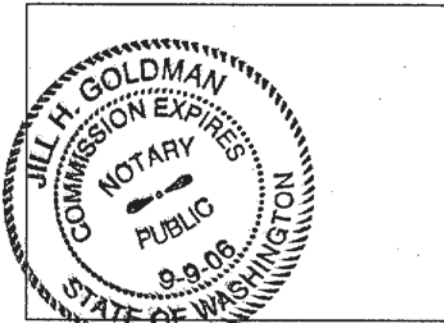
STATE OF WASHINGTON

)  
) ss.  
)

COUNTY OF KING

I certify that I know or have satisfactory evidence that **Kautilya Lanba** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Director **Engineering & Operations Washington** of VoiceStream PCS III Corporation, a Delaware Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/21/05



(Use this space for notary stamp/seal)

Jill H. Goldman  
Notary Public in and for the State of Washington,

Print Name Jill H. Goldman

My commission expires 9/9/06

Site Number:

Site Name:

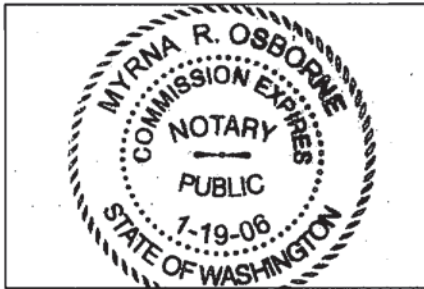
Market: Seattle

City of Mountlake Terrace

STATE OF Washington )  
 ) ss.  
COUNTY OF Snohomish )

This instrument was acknowledged before me on 9/22/05 by Jerald L. Osberman [title]  
Interim City Manager of City of Mountlake Terrace a Municipality [type of entity], on behalf of said  
City of Mountlake Terrace [name of entity].

Dated: 9/22/05



(Use this space for notary stamp/seal)

Myrna R. Osborne  
Notary Public  
Print Name Myrna R. Osborne  
My commission expires 7/19/06

**EXHIBIT A**  
**Legal Description**

**The Property is legally described as follows:**

Abbreviated Legal: **LOTS 6 THRU 9, MOUNTLAKE TERRACE DIV NO. 23, VOL 13, PAGE 75 AND A  
PORTION OF THE NW QUARTER OF 33-27-4 IN SHOHOMISH COUNTY,  
WASHINGTON**

**See attached Legal Description**

## SCHEDULE A

Order No.: 171568-1

### PARCEL A:

Lots 6, 7, 8 and 9, MOUNT-LAKE TERRACE DIV. NO. 23, according to the plat thereof recorded in Volume 13 of Plats, Pages 75, inclusive, in Snohomish County, Washington.

### PARCEL B:

All that portion of the North half of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington, described as follows:

Commencing at the Northeast corner of said North half of the Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 33, said point being also the Northeast corner of MOUNTLAKE TERRACE DIVISION NO. 23; thence South  $0^{\circ}04'56''$  East along the East line of said subdivision 211 feet to the True Point of Beginning;

thence continuing South  $0^{\circ}04'56''$  East 120.67 feet;

thence North  $88^{\circ}45'47''$  West 513.75 feet to the Southeast corner of Lot 1, MOUNT-LAKE TERRACE DIV. NO. 23;

thence North  $0^{\circ}07'48''$  West along the East line of Lots 1, 2 and 3, in said plat, 181.73 feet to the Southwest corner of Lot 6, in said plat;

thence South  $88^{\circ}45'23''$  East along the South line of Lots 6, 7, 8 and a portion of 9, of said plat 467.90 feet;

thence South  $0^{\circ}04'56''$  East 61.00 feet;

thence South  $88^{\circ}45'23''$  East 46.00 feet to the True Point of Beginning.

TOGETHER WITH commencing at the Northeast corner of the North half of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington, said point being also the Northeast corner of Plat of MOUNT-LAKE TERRACE DIV. NO. 23, according to the plat thereof recorded in Volume 13 of Plats, Page 75, in Snohomish County, Washington;

thence South  $0^{\circ}04'56''$  East along the East line of said Subdivision 150.01 feet to the True Point of Beginning;

thence continuing South  $0^{\circ}04'56''$  East 61.00 feet;



thence North  $88^{\circ}45'23''$  West 46 feet;  
thence North  $0^{\circ}04'56''$  West 61.00 feet;  
thence South  $88^{\circ}45'23''$  East 46 feet to the True Point of Beginning.

TOGETHER WITH the South 300 feet of North 320 feet of East 100 feet of West 120 feet of South half of Northwest quarter of Southwest quarter of Northwest quarter of Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington.

TOGETHER WITH the West 60 feet of East 210 feet of South 190 feet of North 380 feet of the following described tract:

The South half of Northwest quarter of Southwest quarter of Northwest quarter and the North half of Southwest quarter of Southwest quarter of Northwest quarter of Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington;

TOGETHER WITH South half of Northwest quarter of Southwest quarter of Northwest quarter and the North half of Southwest quarter of Southwest quarter of Northwest quarter of Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington;

EXCEPT the East 150 feet of North 190 feet;

EXCEPT the East 210 feet of South 190 feet of North 380 feet;

EXCEPT the West 120 feet of North 120 feet of South 140 feet of East 510 feet;

EXCEPT the East 100 feet of West 120 feet of South 300 feet of North 320 feet;  
and

EXCEPT County Road conveyed by Deed under Recording Number 471100, Records of Snohomish County, Washington.

TOGETHER WITH the West 120 feet of the East 510 feet of the North 120 feet of South 140 feet of North half of Southwest quarter of Southwest quarter of Northwest quarter, Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington.

TOGETHER WITH the West 120 feet of the East 150 feet of the North 190 feet of South half of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

TOGETHER WITH that portion of the South half of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington, described as follows:

BEGINNING at a point 280 feet South and 30 feet West of the Northeast corner of the South half of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington;  
thence West 120 feet;  
thence South 100 feet;  
thence East 120 feet;  
thence North to the point of beginning.

TOGETHER WITH the North 10 feet of the following described property:

BEGINNING at a point 190 feet South and 30 feet West of the Northeast corner of the South half of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington;  
thence West 120 feet;  
thence South 90 feet;  
thence East 120 feet;  
thence North 90 feet to the point of beginning.

(ALSO KNOWN AS North half of Tracts 1 and 2, TIER "C", HEMLOCK HEIGHTS, according to the unrecorded plat.)

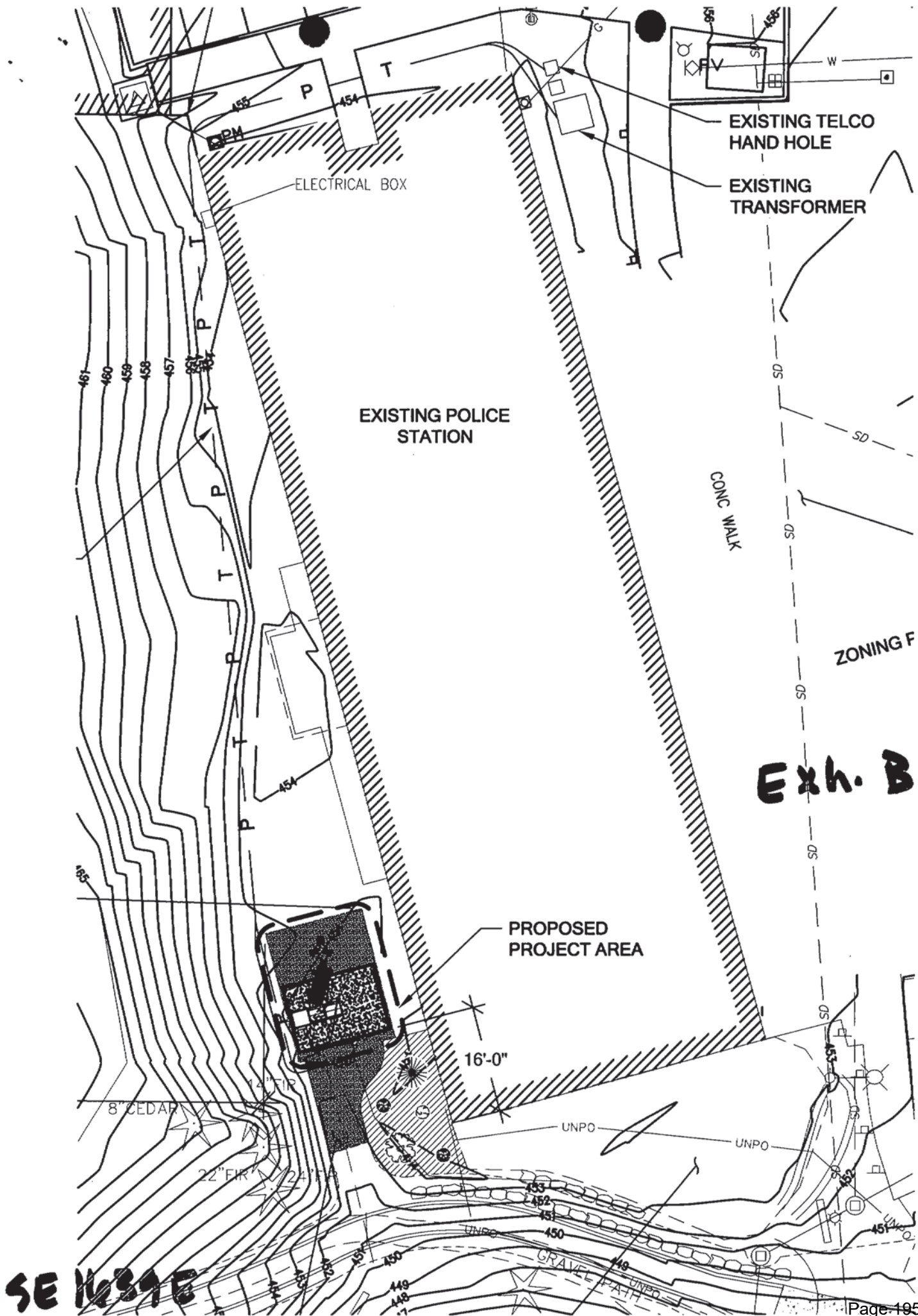
TOGETHER WITH beginning at a point 190 feet South and 30 feet West of the Northeast corner of the South half of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington;  
thence West 120 feet;  
thence South 90 feet;  
thence East 120 feet;  
thence North 90 feet to the point of beginning;  
EXCEPT the North 10 feet for road purposes.

(ALSO KNOWN AS North half of Tracts 1 and 2, TIER "C", HEMLOCK HEIGHTS, according to the unrecorded plat.)

**EXHIBIT B**

**The location of the Premises within the Property (together with access and utilities)  
is more particularly described and depicted as follows:**

**See attached Exhibit B**



**Exh. B**

**EXHIBIT C**

**Memorandum  
of  
Lease**

**WHEN RECORDED RETURN TO:**

T-Mobile West Tower LLC  
c/o CCTMO LLC  
Attn: Recording Department  
8020 Katy Freeway  
Houston, Texas 77024

SPACE ABOVE THIS LINE FOR RECORDER'S USE

|                                                              |                                                                                                                                                                            |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Documents Title(s):</b>                                   | Memorandum of Amendment to Site Lease with Option                                                                                                                          |
| <b>Landlord:</b>                                             | City of Mountlake Terrace                                                                                                                                                  |
| <b>Tenant:</b>                                               | T-Mobile West Tower LLC,<br>a Delaware limited liability company                                                                                                           |
| <b>Legal Description:</b>                                    | Lots 6 thru 9, Mountlake Terrace Div No. 23, Vol 13, Page 75 and a<br>portion of the NW quarter of 33-27-4 in Snohomish County,<br>Washington.<br><br>See <b>Exhibit A</b> |
| <b>Assessor's Property Tax<br/>Parcel or Account Number:</b> | 005228-000-006-01                                                                                                                                                          |
| <b>Reference Numbers of<br/>Documents Assigned or</b>        | none                                                                                                                                                                       |

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document.



## MEMORANDUM OF AMENDMENT TO SITE LEASE WITH OPTION

This Memorandum of Amendment to Site Lease with Option (this “Memorandum”) is dated and made effective as of the date of the last party to sign (the “Effective Date”), by and between CITY OF MOUNTLAKE TERRACE (“Landlord”), with a mailing address of 6100 219th Street SW, Suite 200, Mountlake Terrace, Washington 98043, and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact (“Tenant”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Landlord and VoiceStream PCS III Corporation, a Delaware corporation (“Original Tenant”) entered into a Site Lease with Option dated September 22, 2005, together with that certain Addendum to Site Lease with Option of even date (collectively, the “Lease”), whereby Original Tenant leased certain real property together with access and utility easements, located in Snohomish County, Washington from Landlord (the “Premises”), all located within certain real property owned by Landlord (the “Property”). The Property, of which the Premises is a part, is more particularly described on **Exhibit A** attached hereto.

2. T-Mobile West Tower LLC is currently the tenant under the Lease as ultimate successor in interest to Original Tenant.

3. The Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

4. The Lease had an initial term that commenced on November 9, 2005 and expired on November 8, 2010. The Lease provides for three (3) renewal terms of five (5) years each (each a “Renewal Term”), all of which have been exercised by Tenant. According to the Lease, the final Renewal Term expired on November 8, 2025.

5. Landlord and Tenant have entered into a First Amendment to Site Lease with Option (the “First Amendment”), of which this is a Memorandum, providing for six (6) Renewal Terms of five (5) years each. According to the First Amendment, the final Renewal Term expires on November 8, 2055.

6. By the First Amendment, Landlord granted to Tenant a right of first refusal to purchase all, or a portion, of the Property. Additional details of the foregoing are set forth in the First Amendment.

7. In the event of an inconsistency between this Memorandum and the First Amendment, the First Amendment shall control.

8. The terms, covenants and provisions of the First Amendment extend to and are binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the First Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

**IN WITNESS WHEREOF**, hereunto and to duplicates hereof, Landlord has caused this Memorandum to be duly executed on the dates first written below.

**LANDLORD:**

CITY OF MOUNTLAKE TERRACE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**State of Washington**

**County of Snohomish**

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of Washington

Printed Name: \_\_\_\_\_

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Seal or Stamp)

[Tenant Execution Page Follows]

**IN WITNESS WHEREOF**, hereunto and to duplicates hereof, Tenant has caused this Memorandum to be duly executed on the date first written below.

**TENANT:**  
T-MOBILE WEST TOWER LLC,  
a Delaware limited liability company

By: CCTMO LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**State of Texas**

**County of** \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public, on this day personally appeared \_\_\_\_\_ of **CCTMO LLC**, a Delaware limited liability company, as Attorney In Fact for **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of \_\_\_\_\_ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature

**EXHIBIT A**  
**Legal Description of the Property**

**PARCEL A:**

LOTS 6, 7, 8, AND 9, MOUNTLAKE TERRACE DIVISION NO. 23, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGES 75, INCLUSIVE, IN SNOHOMISH COUNTY, WASHINGTON.

**PARCEL B:**

ALL THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, SAID POINT BEING ALSO THE NORTHEAST CORNER OF MOUNTLAKE TERRACE DIVISION NO. 23;

THENCE SOUTH 0°04'56" EAST ALONG THE EAST LINE OF SAID SUBDIVISION 211 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 0°04'56" EAST 120.67 FEET;

THENCE NORTH 88°45'47" WEST 513.75 FEET TO THE SOUTHEAST CORNER OF LOT 1, MOUNTLAKE TERRACE DIV. NO. 23;

THENCE NORTH 0°07'48" WEST ALONG THE EAST LINE OF LOTS 1, 2, AND 3 OF SAID PLAT 181.73 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF SAID PLAT;

THENCE SOUTH 88°45'23" EAST ALONG THE SOUTH LINE OF LOTS 6, 7, 8, AND A PORTION OF LOT 9 OF SAID PLAT 467.90 FEET;

THENCE SOUTH 0°04'56" EAST 61.00 FEET;

THENCE SOUTH 88°45'23" EAST 46.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH COMMENCING AT THE NORTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, SAID POINT BEING ALSO THE NORTHEAST CORNER OF MOUNTLAKE TERRACE DIV. NO. 23, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 75, IN SNOHOMISH COUNTY, WASHINGTON;

THENCE SOUTH 0°04'56" EAST ALONG THE EAST LINE OF SAID SUBDIVISION 150.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 0°04'56" EAST 61.00 FEET;

THENCE NORTH 88°45'23" WEST 46 FEET;

THENCE NORTH 0°04'55" WEST 61.00 FEET;

THENCE SOUTH 88°45'23" EAST 46 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE SOUTH 300 FEET OF THE NORTH 320 FEET OF THE EAST 100 FEET OF WEST 120 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH THE WEST 60 FEET OF EAST 210 FEET OF THE SOUTH 190 FEET OF NORTH 380 FEET OF THE FOLLOWING DESCRIBED TRACT:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF NORTHWEST QUARTER AND THE NORTH HALF OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH SOUTH HALF OF NORTHWEST QUARTER OF SOUTHWEST QUARTER OF NORTHWEST QUARTER AND THE NORTH HALF OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE EAST 150 FEET OF NORTH 190 FEET;

EXCEPT THE EAST 210 FEET OF SOUTH 190 FEET OF THE NORTH 380 FEET;

EXCEPT THE WEST 120 FEET OF NORTH 120 FEET OF SOUTH 140 FEET OF EAST 510 FEET;

EXCEPT THE EAST 100 FEET OF WEST 120 FEET OF SOUTH 300 FEET OF NORTH 320 FEET;

AND

EXCEPT COUNTY ROAD CONVEYED BY DEED UNDER RECORDING NUMBER 471100, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH THE WEST 120 FEET OF THE EAST 510 FEET OF THE NORTH 120 FEET OF SOUTH 140 FEET OF NORTH HALF OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH THE WEST 120 FEET OF THE EAST 150 FEET OF THE NORTH 190 FEET OF SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 280 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON;

THENCE WEST 120 FEET;

THENCE SOUTH 100 FEET;

THENCE EAST 120 FEET;

THENCE NORTH TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT 190 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST

QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 4  
EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON;  
THENCE WEST 120 FEET;  
THENCE SOUTH 90 FEET;  
THENCE EAST 120 FEET;  
THENCE NORTH 90 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS THE NORTH HALF OF TRACTS 1 AND 2, TIER "C", HEMLOCK HEIGHTS,  
ACCORDING TO THE UNRECORDED PLAT.)

TOGETHER WITH BEGINNING AT A POINT 190 FEET SOUTH AND 30 FEET WEST OF THE  
NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE  
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 27  
NORTH, RANGE 4 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON;  
THENCE WEST 120 FEET;  
THENCE SOUTH 90 FEET;  
THENCE EAST 120 FEET;  
THENCE NORTH 90 FEET TO THE POINT OF BEGINNING;  
EXCEPT THE NORTH 10 FEET FOR ROAD PURPOSES.

(ALSO KNOWN AS NORTH HALF OF TRACTS 1 AND 2, TIER "C", HEMLOCK HEIGHTS,  
ACCORDING TO THE UNRECORDED PLAT.)





## STAFF REPORT

**To:** Mountlake Terrace City Council  
**From:** Laura Stevenson, Code Compliance Officer  
**Meeting Date:** August 28, 2026  
**Subject:** Review Ordinance Adopting Updates to Nuisance Code

### Required Reviews:

|                |                                |
|----------------|--------------------------------|
| Jennifer Joki  | Created/Initiated - 08/12/2026 |
| Brooke Eidem   | Approved - 08/12/2026          |
| Sirke Salminen | Approved - 08/17/2026          |
| Hillary Evans  | Approved - 08/17/2026          |
| Jeff Niten     | Final Approval - 08/18/2026    |

### Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

### Legislative History:

N/A

### Subject Summary:

Staff has identified several gaps in the public nuisance regulations that impact the effectiveness and efficiency of the City's enforcement actions. Amendments are proposed to consolidate and improve language for better enforcement. The proposal will update language throughout Chapter 8.15 MTMC, Nuisances, and integrate several nuisance provision sections from Chapter 19.120 MTMC, General Provisions.

Under a separate proposal, an ordinance will be presented that will clean up Chapter 19.120, repealing sections that have been relocated.

### Financial/Budget Impacts:

|                               |             |
|-------------------------------|-------------|
| Budget Amendment<br>Required? | No<br>_____ |
|-------------------------------|-------------|

|                                       |     |
|---------------------------------------|-----|
| Budget and Sources:                   | N/A |
| Expenditure:                          | N/A |
| New Appropriation Required + Sources: | N/A |

**Additional Financial Information:**

N/A

**Community Notifications:**

City Council Agenda

If "Other," please specify:

**Board/Commission Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends approval of the Code Amendments to amend Chapter 8.15 MTMC. This can be accomplished by adding to the consent agenda on September 3, 2026.

**Council Motion:**

N/A

**Attachments:**

1. Presentation
2. Ordinance Adopting Updates to Nuisance Code (Draft)



CITY OF  
**MOUNTLAKE  
TERRACE**



# Nuisance Code Revisions

City Council Work Session: August 27, 2026

Code Compliance Officer Laura Stevenson, CD

# PURPOSE

The proposed updates to Chapter 8.15 of the Mountlake Terrace Municipal Code (MTMC) clarify nuisance regulations, consolidate related provisions, improve consistency, and simplify code language for residents and staff.

# OVERVIEW

- Code additions
- Clarification and cleanup
- Relocation of environmental nuisances
- Rewording for enforcement purposes



# NOTABLE CHANGES

## Definitions

- Addition of “Graffiti”
- Redefinition of “Inoperative vehicle or equipment”
- Redefinition of “Junk vehicle” to reflect the RCW
- Clarification of “Maintained surface”
- Separation of “Recreational vehicles” from “Utility trailers”

# NOTABLE CHANGES

## Vegetation

- Noxious weeds. Clarifies that excessive growth of noxious weeds and invasive vegetation, including blackberry plants, must be addressed when it impacts the community. Blackberries are specifically identified because they are a common complaint and easier for residents to find in the code.
- Proposed: Any growth of noxious weeds (including blackberry plants) or any toxic vegetation that exceeds 12 inches in height or impedes or invades public property (is prohibited)

# NOTABLE CHANGES

## Vegetation

- Fire and pest attractants. Changing “woodpiles not properly stacked” and part of the building materials section to address any collection of vegetation, wood debris, or organic materials to the extent that could create a fire hazard or attract pests.
- Proposed: Accumulations of vegetation, wood debris, or other organic materials that create a fire hazard or provide food or harborage for rodents or other pests. (is prohibited)

# NOTABLE CHANGES

## Occupancy

- Regarding allowable temporary outdoor occupancy. Consolidates the backyard camping section and the RV and trailer occupation section from 19.125.070.A.4.
- Proposed: Occupancy of any recreational vehicle or tent for sleeping or lodging accommodations on any property within the City, except for occupancy that meets all of the following requirements:
  1. The property must be zoned for residential use and contain a primary dwelling unit;
  2. The cumulative occupancy of recreational vehicles and camping tents at the property shall not exceed a total of two weeks within any six-month period;
  3. Shall occur with the permission of the lawful occupant of the property;
  4. Does not create a public health hazard or nuisance;
  5. Occupants shall have access to a bathroom and cooking facility within the dwelling unit;
  6. No more than one camping tent is allowed on a property at any time; and
  7. Camping tents shall be fully located in the rear yard.

# NOTABLE CHANGES

## Graffiti

- Current: Graffiti or unauthorized defacement of any surface located on a private property must be removed within 10 days of discovery or notification by the Mountlake Terrace Police Department.
- Proposed: Graffiti or unauthorized defacement of any surface located on a private property or within a right-of-way (is prohibited)

# NOTABLE CHANGES

## Environmental Nuisances

- Most environmental nuisances are currently in 19.120, but they are a better fit for the nuisance code in Ch 8.15
- Addition of 8.15.045 Environmental Nuisances
- Temporary overlap while 19.120 is reworked
  - This section should be treated as new language as it's been updated from 19.120
- Some sections are enforced by outside agencies, while others are enforced by the City



# NOTABLE CHANGES

## Environmental Nuisances

- Infestations. Current code addresses several conditions indirectly related to pest issues, but not infestations themselves. The proposed language establishes a clear standard in the MTMC rather than relying on applicable RCWs.
- Proposed: Infestations. Properties shall be kept free from insect and rodent infestation. Measures shall be taken to prevent accumulations of matter, including foodstuffs, that harbor or are an attraction for the infestation of insects or vermin. Proper precautions shall be taken to prevent infestation and reinfestation.

# NOTABLE CHANGES

## Environmental Nuisances

- Environmental noise. MTMC Chapter 8.20 is the City's general noise ordinance and is primarily enforced by the Police Department for most noise complaints. The proposed provision below adopts the state environmental noise standards in WAC 173-60.040, providing an objective standard for ongoing noise, including noise from commercial and industrial uses.
- Proposed: Environmental noise levels. Noise levels which violate WAC 173.60.040 as currently adopted or hereafter amended.

# NOTABLE CHANGES

## Vehicles

- Currently properties are limited to two motor vehicles in the backyard, but there is no exception for the handful of properties where the primary (and often only) driveway is located in the backyard.
- Proposed: All motor vehicles shall be parked on an improved or maintained surface anywhere on a property, ~~or on a maintained surface per MTMC § 19.125.070~~. No more than two motor vehicles may be parked in the rear yard of a residence unless contained in a legal and fully enclosed structure. This limit does not apply to properties where the primary driveway is located in the rear yard.

# NOTABLE CHANGES

## Vehicles

- The current definition of a recreational vehicle and a utility vehicle is combined, but they are not always both explicitly referred to in the vehicle section. In some respects, a bicycle trailer has the same code language as an RV. After redefining them separately, the codes must change to reflect both or one versus the other.
- Proposed: ~~No more than two recreational vehicles may be parked anywhere on a property.~~ No more than two recreational vehicles and two utility trailers may be parked or stored outside an enclosure on any residential property.

# NOTABLE CHANGES

## Penalty & Enforcement

- Sections 8.15.090 and 8.15.100 cleaned up and consolidated to reflect MTMC 1.15 which governs enforcement actions.

# FUTURE UPDATES

Community Development plans to make more code changes in the near future, especially to Ch 19.120.

As the code is continually tested and the City evolves, further refinements will be necessary.





# DISCUSSION & QUESTIONS



# Thank you



**CITY OF MOUNTLAKE TERRACE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MOUNTLAKE TERRACE,  
WASHINGTON, AMENDING CHAPTER 8.15 OF THE MOUNTLAKE  
TERRACE MUNICIPAL CODE RELATING TO NUISANCES;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE**

**WHEREAS**, Chapter 8.15 of the of Mountlake Terrace Municipal Code (“MTMC”) regulates public nuisances throughout the City; and

**WHEREAS**, the City Council recognizes the expectations of its community members to enjoy peace and quiet in their homes, public open spaces, and the ability of businesses to conduct their business without unreasonable interruptions; and

**WHEREAS**, nuisance provisions are outdated and need to be updated for relevancy and consistency with Washington State standards; and

**WHEREAS**, the City Council finds it is in the best interest of the City to incorporate Washington State standards that regulate excessive noise as a nuisance; and

**WHEREAS**, additional nuisance provisions should also be incorporated for more clear and comprehensive regulations and to ensure consistent enforcement;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON DOES ORDAIN AS FOLLOWS:**

**Section 1.**     **Chapter 8.15 MTMC, amended.** Chapter 8.15 MTMC, entitled “Nuisances”, is hereby amended to read as set forth in attached “Exhibit A” which is hereby incorporated by this reference as though fully contained herein.

**Section 2.**     **Authority to make necessary corrections.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance and attachments including, but not limited to, the correction of scrivener’s clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3.**     **Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any other person or situation.

**Section 4**      **Summary, Publication, and Effective Date.** This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after its publication as required by law.

**ADOPTED** BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ of \_\_\_\_\_, 2026.

CITY OF MOUNTLAKE TERRACE

\_\_\_\_\_  
Steve Woodard, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Jennifer Joki, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Hillary J. Evans, City Attorney

## EXHIBIT A

**Chapter 8.15. NUISANCES****§ 8.15.010. Purpose and intent.****§ 8.15.015. Declaration of nuisance.****§ 8.15.020. Authority.****§ 8.15.030. Definitions.****§ 8.15.040. Nuisances prohibited.****§ 8.15.045. Environmental nuisances.****§ 8.15.050. Recreational, utility and motor vehicles.****§ 8.15.090. Penalty.****§ 8.15.100. Enforcement.**

For nuisance regulations regarding animals, see MTMC Title 6, Animals.

**§ 8.15.010. Purpose and intent.**

The purpose and intent of this chapter is to create and maintain a safe and healthy living environment for the citizens of Mountlake Terrace, by identifying and reducing the precipitators of injury, illness, devaluation of property, and the incidence of crime.

**§ 8.15.015. Declaration of nuisance.**

All violations of City of Mountlake Terrace ordinances are found and declared to be detrimental to the public health, safety, and welfare and are further found and declared to be nuisances. It is unlawful and a violation of this chapter, whether by act or omission, to cause, create, maintain, suffer, or allow a nuisance to occur, exist, or remain. Each day any person allows or fails to abate such nuisance after notice shall constitute a separate violation. Nuisances create public harm. Prevention and correction of nuisances are necessary to prevent public harm.

**§ 8.15.020. Authority.**

A Police Officer, a Code Compliance Officer, or designated employee of the City of Mountlake Terrace may enforce the provisions of this chapter.

**§ 8.15.030. Definitions.**

For the purpose of this chapter:

- A. ~~"Auxiliary parking" or "auxiliary driveway" means~~ **Auxiliary parking or auxiliary driveway:** any area excluding the required minimum improved surfaces for parking or driveways that provides for the parking or driving of vehicles per MTMC § 19.125.070.
- B. **Graffiti:** unauthorized markings, visible from premises open to the public, that have been placed upon any property through the use of paint, ink, dye or any other substance capable of marking property.

CK. ~~"Heavy equipment" means~~ **Heavy equipment:** heavy-duty vehicles that are specifically designed to assist with agricultural, construction, industrial, maritime, mining, or forestry tasks, regardless of the size of the equipment.

DC. ~~"Improved surface" means~~ **Improved surface:** an area that is covered by a permanent hard surface, including concrete, asphalt, or pavers in accordance with the City of Mountlake Terrace Engineering Details and Specifications, or any combination of materials with pervious features, such as ribbon driveways, that has been permitted by that department as a functionally equivalent hard surface per MTMC § 19.125.070.

ED. ~~"Inoperative vehicle" is defined as any vehicle or recreational vehicle that may not be operated or towed behind a vehicle on a public roadway due to the condition of the vehicle or the status of the ownership, registration, or license of the vehicle.~~ **Inoperative vehicle or equipment:** Any vehicle, recreational vehicle, trailer, or equipment that is missing major components, has extensive damage, or is not capable of being used for its designed purpose.

FB. ~~"Junk vehicle" is defined as~~ **Junk vehicle:** A junk vehicle as defined in RCW 46.55.010, as amended, any vehicle, including a recreational vehicle, having at least two of the following characteristics:

1. ~~Is three years old or older;~~
2. ~~Is extensively damaged or requires repair equal to or in excess of the value of the vehicle;~~
3. ~~Has an approximate fair market value equal only to the approximate value of the scrap in it;~~
4. ~~Is hazardous or a nuisance due to damage or broken glass or exposure to the elements.~~

GE. ~~"Maintained surface" means a surface that consists of gravel contained in a defined area of the property without spilling into the street, sidewalk, or adjoining property and that has no more than 50 percent of its surface area comprised of exposed soil or plant material, unless the surface has otherwise been permitted by the Community Development Department as an improved surface.~~ **Maintained surface:** A gravel surface for vehicle parking or access established no later than July 1, 2006, maintained within its original area, with no more than 50 percent of its surface area comprised of exposed soil or plant material, and contained on the property without encroachment into the street, sidewalk, or adjoining property.

HF. ~~"Motor vehicle" means~~ **Motor vehicle:** any car, truck, van or motorcycle used for the transportation of passengers, but not including recreational vehicles or utility trailers vehicles.

IG. ~~Nuisances. A public nuisance shall be defined as~~ **Public Nuisance:** any violation of Mountlake Terrace Municipal Code or a thing, act, omission, condition or use of private

property or adjacent public property improved or unimproved, which is created, maintained or allowed to exist that annoys, offends, injures, endangers, or obstructs the comfort, repose, health, or safety of others.

~~JH. "Recreational or utility vehicle" means a vehicular-type unit primarily designed for recreation, camping, travel, or hauling, which has its own motor power or is typically mounted or towed by another vehicle, including but not limited to: motor homes, campers, travel trailers, boats over 14 feet in length, horse trailers, and utility trailers.~~ **Recreational vehicle:** A vehicle, vessel, or vehicular-type unit primarily designed for recreation, camping, travel, temporary occupancy, or specialized activities, including but not limited to motor homes, campers, travel trailers, fifth-wheel trailers, boats, and similar units.

~~KI. "Unimproved surface" means~~ **Unimproved surface:** a soil and/or planted surface.

~~LH. **Utility trailer:**~~ A trailer or other towable unit primarily designed for transporting cargo, equipment, materials, or other items.

~~MJ. "Yard" means~~ **Yard:** the required open space area on a lot lying between the property lines and the principal structure.

1. "Front yard" means an area extending across the full width of the lot and lying between the front property line and the principal structure.
2. "Side yard" means an area extending from the ~~front property line to the rear property line at a depth measured from the side lot line to~~ and the principal structure, excluding the front and rear yards.
3. "Rear yard" means an area extending across the full width of the lot and lying between the rear property line and the principal structure.

#### **§ 8.15.040. Nuisances prohibited.**

No person, persons, firms, or corporation shall erect, contrive, cause, continue, maintain, or permit to exist any public nuisances within the City of Mountlake Terrace. Prohibited public nuisances include, but are not limited to:

##### **A. Vegetation.**

1. Vegetation exceeding 12 inches in height (exclusive of plants and flowers within a flower bed or container, shrubbery, or trees) located in any front, ~~rear~~<sup>back</sup>, or side yard, adjacent public right-of-way or planting strip, or any vacant property;
2. Overhanging limbs or branches that are less than eight feet above a public walkway or sidewalk, or less than 14 feet above a public street;
3. Vegetation that obstructs or hinders the use of any public walkway, sidewalk, or street, or that obstructs or obscures the view of traffic or traffic control devices;



4. Dead, decaying or diseased trees or branches that pose a threat of falling onto public property or public right-of-way;
  5. Any growth of noxious weeds (including blackberry plants) or any toxic vegetation that exceeds 12 inches in height or impedes or invades public property;
  6. ~~Woodpiles that are not properly stacked or accumulations of wood debris, such as branches, that could become a fire hazard or harbor rodents.~~ Accumulations of vegetation, wood debris, or other organic materials that create a fire hazard or provide food or harborage for rodents or other pests.
- B. ~~Buildings, Structures, Fences. Buildings, structures, fences or other constructed objects that are decayed, damaged, or in disrepair to the extent that they pose a threat of collapse, structural failure, or falling onto public property or public right of way.~~ Buildings, Structures, Fences. Buildings and structures that are decayed, damaged, or in disrepair to the extent that they pose a threat of collapse or structural failure. A fence is subject to this subsection only when its condition poses a threat of falling onto public property or a public right-of-way.
- C. Sidewalks.
1. Any protrusion, awning, or overhang that inhibits or obstructs use of a public walkway or sidewalk;
  2. Any object, construction, or damage that inhibits or obstructs the surface use of a public walkway or sidewalk;
  3. Snow or ice not removed from a public sidewalk within a reasonable time;
  4. Accumulations of dirt or debris not removed from a public sidewalk.
- D. Unauthorized Signs. All unauthorized signs, signals, markings or devices that are displayed to resemble an official traffic control device.
- E. Building and Construction Materials. Accumulations, stacks, or piles of building or construction materials not associated with a current in-progress project including metal, wood, wire, electrical or plumbing materials in disarray or exposed to the elements on the property. Materials associated with projects that do not require permits must be cleared from unenclosed areas within 90 days unless an extension is granted by the Director of Community Development Department or their designee.
1. ~~Fire Hazards. Stacks or accumulations of newspapers, cardboard, or other paper, clothes, or wood products left in a manner that could pose a substantial risk of combustion or the spread of fire;~~

- ~~2. Toxic or Caustic Substances. Improper storing or keeping of any toxic, flammable, or caustic substances or materials;~~
- ~~3. Smoke, Soot, or Odors. The escaping or emitting of any unnecessary or harmful smoke, soot, fumes, or gases or odors offensive or harmful to persons of ordinary sensibilities;~~
- ~~4. Insect or Vermin Attractions. Creating or maintaining accumulations of matter, including foodstuffs, that harbor or are an attraction for the infestation of insects or vermin or failing to eliminate such infestations.~~

F. Bodies of Water.

1. Except for City-approved structures connected to storm drainage systems, all stagnant, pooled water in which mosquitoes, flies or other insects may multiply;
2. The polluting of any waterway, wells, or body of water.

G. Garbage, Recyclables, and Compost. In addition to the regulations in Chapter 13.10 MTMC:

1. Garbage not kept in a proper receptacle with a tight-fitting lid;
2. Recyclables not properly stored and regularly disposed of;
3. Compost not kept in a manner to prevent it from attracting infestations of insects or emitting foul odors.

H. Furniture and Appliances.

1. ~~All broken or discarded household furniture, furnishings or equipment, or any appliances not in an approved enclosed structure, in the front, side, or back yard of a property;~~  
Household furniture, furnishings, or equipment not intended for outdoor use, broken or discarded items, or appliances not stored in an approved enclosed structure, located in the front, side, or rear yard of a property.
2. All accessible refrigeration appliances not having the doors secured or removed, or any enclosure that can entrap humans or animals.

I. Debris and Trash. Accumulations of broken or neglected items, litter, salvage materials, and junk not in an approved enclosed structure, in the front, ~~rear~~back, or side yards of the property.

J. Holes, Pits, and Excavations. All uncovered holes, pits, or excavations not marked or guarded.

- K. Machinery and Equipment. Broken, inoperable accumulations of, or parts of, machinery or equipment not in an approved enclosed structure, in the front, ~~rear~~<sup>back</sup>, or side yards of the property.
- L. Attractive Nuisances. Any accessible attractive nuisance to children including, but not limited to, unattended machinery or equipment, unsecured abandoned or vacant buildings, open and unattended vehicle trunks, or other unguarded conditions or situations that could injure or trap a child.
- M. Obstructions Within Sight Area Triangles. Any violation set forth in MTMC § 19.120.290.
- N. ~~Backyard Camping and Tents. A camping tent may only be occupied by individuals for recreational purposes in a residential zone with the permission of the lawful occupant of the property. Occupants of the tent must have access to a bathroom and cooking facility in the primary structure. Occupancy must not create a public health hazard or nuisance. The tent may not remain standing for more than two weeks within any six-month period. Only one assembled tent is allowed on the property at any time and is limited to the backyard. Occupancy of any recreational vehicle or tent for sleeping or lodging accommodations on any property within the City, except for occupancy that meets all of the following requirements:~~
1. The property must be zoned for residential use and contain a primary dwelling unit;
  2. The cumulative occupancy of recreational vehicles and camping tents at the property shall not exceed a total of two weeks within any six-month period;
  3. Shall occur with the permission of the lawful occupant of the property;
  4. Does not create a public health hazard or nuisance;
  5. Occupants shall have access to a bathroom and cooking facility within the dwelling unit;
  6. No more than one camping tent is allowed on a property at any time; and
  7. Camping tents shall be fully located in the rear yard.
- O. Graffiti or unauthorized defacement of any surface located on a private property or within a right-of-way.

#### **§ 8.15.045 Environmental nuisances.**

- A. Air quality regulations. Air quality is regulated by the Washington Clean Air Act, Chapter 70.94 RCW. Any inquiry, complaint, or violation regarding air quality will be referred to the Puget Sound Clean Air Agency.

B. Artificial light and glare. Uses producing artificial light, utilizing light for night operation, or causing glare shall:

1. Not impair use of or safety of any road due to strong dazzling artificial light directed at oncoming motor vehicles, strobe lights projecting off-site or toward streets, or lights imitating traffic signal lights.
2. Protect residential uses from artificial light during periods of darkness by directing and shielding luminaires and/or providing screening along abutting property lines to prevent glare, light trespass, or illumination of neighboring properties.
3. Shield light generated by arc welding, acetylene torch cutting, or similar processes in a manner which prevents such light from being visible from any point beyond the outside of the property.

C. Dust, smoke, and odors. The escaping or emitting of any unnecessary or harmful smoke, soot, fumes, gases, or odors offensive or harmful to persons of ordinary sensibilities. All uses that produce emissions shall comply with the requirements of the Environmental Protection Agency for the prevention of significant deterioration due to particulates, and of the State Implementation Plan for Air Quality as issued by the Puget Sound Clean Air Agency. Air pollution from private roads, parking lots, and open areas shall be controlled as follows:

1. Visible dust generated by construction, repair, or cleaning of roads and parking areas shall be minimized by means that minimize detrimental effects to water quality. The use of chemical dust suppressants shall be prohibited in all cases.
2. Private roads shall be controlled by providing paving or other surface treatment that minimizes visible dust emissions and mud tracking. Housekeeping measures shall be used to minimize the accumulation of mud or dust on the surface of roads.
3. Unpaved shoulders shall be maintained in such a way as to minimize visible dust being generated by wind or traffic. Unpaved nonvehicular areas shall be controlled by vegetation cover or other equally effective methods of minimizing windblown dust.

D. Electromagnetic radiation. No use of electromagnetic radiation shall be permitted for such purposes as communication, experimentation, entertainment, broadcasting, hearing, therapy, vehicle velocity measurement, weather survey, topographic survey, personal pleasure, or any other use directly or indirectly associated with these purposes which does not comply with the current regulations of the Federal Communication Commission (FCC) regarding such sources of electromagnetic radiation. The FCC enforces these regulations within the City.

E. Fire and explosion hazards. All activities involving flammable and explosive materials shall provide adequate safety devices against the hazard of fire and explosion and shall provide adequate fire fighting and fire suppression equipment as required by other ordinances of the City. Stacks or accumulations of newspapers, cardboard, or other paper, clothes, or wood

products left in a manner that could pose a reasonable risk of combustion or the spread of fire.

In terms of fire and safety hazards, the storage and handling of inflammable liquids, liquified petroleum, gases, and explosives shall comply with rules and regulations followed under the jurisdiction of the City ordinances and the laws of the state and other applicable ordinances.

- F. Interference. Provisions shall be made for necessary shielding or other preventive measures to avoid interferences caused by mechanical and electrical equipment, use, or processes with electrical apparatus in nearby buildings or land uses.
- G. Liquid and solid wastes. Storage of animal or vegetable waste shall be managed and maintained in a manner that does not create a health hazard. Industrial uses shall indicate the method of storage and disposal of all industrial waste prior to project approval. The discharge of any materials into any manmade or natural water or drainage system shall be regulated by the state of Washington Department of Ecology or City ordinances.
- H. Toxic chemicals and/or caustic substances. The use or storage of toxic chemicals and/or caustic substances including but not limited to chemical sprays, paints, automotive, cleaning, pesticides, herbicides, and all types of hazardous household products recognized by the State Department of Ecology and fertilizers shall be allowed in residential areas, subject to compliance with applicable operating, handling, storage and disposal procedures for each chemical compound. The use and/or storage of such chemicals shall be limited to the subject property and shall not impact, damage, or endanger the health, lives, property, or the environment of the adjacent or surrounding properties and occupants. Alternative methods of controlling insects, weeds, and other plant diseases are encouraged in lieu of the application of toxic chemicals in residential areas. A substance is hazardous if it is: toxic, ignitable, flammable, corrosive, or reactive.
- I. Vibration. Any use permitted by this title which causes ground vibration or concussion that is detectable beyond the property lines without the aid of instruments shall not be permitted except as exempted herein. The following conditions shall be exempted:
1. Vibration originating from heavy transport vehicles such as trains or trucks;
  2. Vibration originating from site construction activity; and
  3. Vibration from heavy equipment which occurs no more than once daily for a period not to exceed 15 minutes.
- J. Infestations. Properties shall be kept free from insect and rodent infestation. Measures shall be taken to prevent accumulations of matter, including foodstuffs, that harbor or are an attraction for the infestation of insects or vermin. Proper precautions shall be taken to prevent infestation and reinfestation.

K. Environmental noise levels. Noise levels which violate WAC 173.60.040 as currently adopted or hereafter amended.

**§ 8.15.050. Recreational, utility and motor vehicles.**

- A. Motor vehicle repair, sales, storage or otherwise operating a vehicle-oriented business is prohibited unless all zoning and licensing requirements have been met and conditions maintained.
- B. Motor vehicles parked on private property shall meet the following criteria:
1. All motor vehicles that are junk, inoperable or unused for 30 days or more shall be stored inside a fully enclosed structure.
  2. Motor vehicles belonging to persons other than a resident may not be stored on a property outside a fully enclosed structure.
  3. All motor vehicles shall be parked on an improved or maintained surface anywhere on a property, ~~or on a maintained surface per MTMC § 19.125.070.~~ No more than two motor vehicles may be parked in the rear yard of a residence unless contained in a legal and fully enclosed structure. This limit does not apply to properties where the primary driveway is located in the rear yard.
  4. Recreational vehicles or utility trailers ~~vehicles~~ stored in a front yard shall be parked on an improved surface, or on a maintained surface per MTMC § 19.125.070.
  5. Recreational vehicles or utility trailers shall not extend onto public property or public right-of-way, or obstruct the view of traffic or traffic control devices.
  6. ~~No more than two recreational vehicles may be parked anywhere on a property. No more than two recreational vehicles and two utility trailers may be parked or stored outside an enclosure on any residential property.~~
  7. Recreational vehicles or utility trailers ~~vehicles~~ parked in a side or rear yard may be parked on an unimproved surface that is mowed and tended to, on a maintained surface, or on an improved surface.÷
    - a. ~~On an unimproved surface that is mowed and tended to; or~~
    - b. ~~On a maintained surface per MTMC § 19.125.070; or~~
    - c. ~~On an improved surface.~~
  8. Recreational vehicles or utility trailers ~~vehicles~~ parked outside of a building shall be maintained in a clean, stable and well-kept state, which means that they shall have none of the following: a broken window, body damage or rust affecting more than 10 percent



of the vehicle's exterior surface excluding the vehicle's undercarriage or other appearance of substantial disrepair or neglect.

9. Recreational ~~vehicles~~ or utility ~~trailers~~~~vehicles~~ equipped with liquefied petroleum gas containers shall meet the standards of the Interstate Commerce Commission. Valves or gas containers shall be closed when the vehicle is parked or stored. In the event of leakage, immediate corrective action must be taken.
  10. Any vehicle, including a recreational ~~vehicle~~ or utility ~~trailer~~~~vehicle~~, parked in a side yard shall be at least three feet away from the structure, and shall allow for at least five feet of clear access on one side or the other between the structure and the property line.
- C. All stored vehicles and utility trailers must be maintained in a clean and safe manner.
- D. All vehicle parts and accessories including, but not limited to, tires and containers of oils and fluids must be appropriately stored in an approved structure.
- E. Repairing of any vehicles on private property is prohibited unless:
1. It is maintenance or repair of a vehicle registered to a resident of the property where the repair is taking place and the repairs may not exceed 30 days; and
  2. The repair is not in association with any licensed or unlicensed vehicle-oriented business unless the property is authorized and licensed by the City of Mountlake Terrace for such business; and
  3. The repair is conducted in a manner that does not violate noise regulations; and
  4. The repair is conducted in a manner so as not to allow any vehicle fluids to saturate the ground or enter any drainage system or body of water.
- F. Leaving vehicles unattended on blocks, jacks, ramps or otherwise elevated above the ground is prohibited.
- G. Commercial vehicles and heavy equipment shall not be parked on public or private property in residential zones unless actively engaged in loading or unloading, or when related to permitted work as determined by the Director of the Community and Economic Development Department or their designee.

**~~§ 8.15.060. Nuisance premises.~~**

~~Any premises or structures allowing or maintaining prostitution, lewd behavior, underage consumption of alcohol, the harboring of juvenile runaways or wanted persons, or where there is the use, sale, manufacturing or distributing of any narcotic or controlled substance, or at which there is a pattern of criminal activity are a prohibited nuisance.~~

**~~§ 8.15.070. Graffiti.~~**

~~Graffiti or unauthorized defacement of any surface located on a private property must be removed within 10 days of discovery or notification by the Mountlake Terrace Police Department.~~

**§ 8.15.080. Disabled persons' parking spaces.**

Any place or premises which is required to have designated disabled parking spaces is prohibited from allowing those spaces to be blocked or made inaccessible, or to allow the required markings to be removed or obscured, including by age or lack of maintenance.

**§ 8.15.085. Fire lane maintenance/blocking fire lane prohibited.**

- A. The owner or manager of a property that is required to establish designated fire lanes shall maintain those fire lanes as specified by code. Allowing fire lane signs and/or markings to become altered, removed, or obscured, including by age or lack of maintenance, is prohibited.
- B. The owner or manager of a property that is required to establish designated fire lanes shall keep those designated fire lanes free from obstructions including barriers, gates, and/or parked vehicles. Allowing obstructions of marked fire lanes is prohibited.

**§ 8.15.090. Penalty Enforcement.**

- A. Violation of, or failure to comply with, any provision of this chapter shall be subject to enforcement and civil penalties established in Chapter 1.15 MTMC.
  - ~~1. Violation of, or failure to comply with, any provision of this chapter is a civil offense subject to a fine which may be set by resolution for the first three consecutive days the violation is maintained or allowed to exist. On the fourth consecutive day that the violation is maintained or allowed to exist, the violation shall constitute a continuing offense subject to the penalties in subsection B of this section.~~
  - ~~2. Any person or entity cited for violation under this subsection A may request an administrative hearing by notifying the Violations Bureau in writing within 15 days of the issuance of the citation. The requested hearing shall be brought before the Hearing Examiner in accordance with and pursuant to Chapter 2.120 MTMC.~~
- B. A continued offense or subsequent violation of the same or like provision committed within a 24-month period shall constitute a misdemeanor crime and shall be punishable by a fine not to exceed \$1,000 or 90 days in jail, or both such fine and jail, and shall be in addition to any civil remedy for abatement and collection for the cost and expense thereof.

**§ 8.15.100. Enforcement.**

Enforcement shall be governed by Chapter 1.15 MTMC.