



AGENDA

1. Call to Order – Flag Salute – Roll Call
2. Late Changes to Agenda
3. General Public Comment
4. Consent Agenda
 - a. Payment of Claims
 - b. Meeting Minutes
- c. Amendment 1 to Site Lease Agreement with T-Mobile for Wireless Facility
- d. Amendment 1 to Snohomish County Road Maintenance Interlocal Agreement Extension
5. Proclamation for National Hispanic Heritage Month
6. Proclamation for Voter Registration Day
7. Review and Vote on Ordinance Amending MTMC 13.05
8. Review and Vote on Ordinance Adopting Updates to Nuisance Code
9. Presentation on City Council Strategic Action Plan
10. City Manager's Report
11. Council Liaison Reports
12. New Business
13. Adjournment

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

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

and-Minutes.

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

No person shall make personal attacks or threatening remarks while addressing the Council which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting. All hate speech will be construed as threatening remarks.



MOUNTLAKE TERRACE CITY COUNCIL
REGULAR MEETING MINUTES

August 20, 2026
7:00 p.m.

Mountlake Terrace City Hall and
via Telephone and Teleconference

Councilmembers Present

Councilmember Doyle
Councilmember Matsumoto Wright
Councilmember Murray
Councilmember Sonmore
Mayor Pro Tem Wahl
Mayor Woodard (via Teleconference)

Councilmembers Absent

Councilmember Paige

Staff Members Present

Building Official Matthew Gisle
City Attorney (Kenyon Disend) Hillary Evans (via Teleconference)
City Clerk Jennifer Joki
City Manager Jeff Niten
Deputy City Manager Carolyn Hope

Guests

University of Washington Student Daniel Vega Garcia Alderete

1. Call to Order – Flag Salute – Roll Call

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

City Clerk Jennifer Joki called roll.

A motion to excuse Councilmember Paige was made by Councilmember Murray and seconded.

Motion carried 6-0.

2. Late Changes to Agenda

None

3. Public Comment

- MLT resident John Caulfield gave input on naming the plaza near the light rail station.
- MLT resident Taylor Wolfe commented on safety addition requirements.

All written comments intended for the Council have been forwarded accordingly.

4. Consent Agenda

A motion to approve the Consent Agenda, items a-b, was made by Councilmember Murray and seconded.

Motion carried 6-0.

- a. Payment for 2026 claims
- b. Meeting Minutes for 8/6

5. Presentation on Station Melodies

Daniel Vega Garcia Alderete

Alderete presented on his idea for light rail station melodies.

Alderete heard and responded to questions and comments from council regarding using an MLT High School Jazz Band recording for the station melody.

6. Discussion of MTMC 15.05.070 Regarding Remodeling Requirements

Building Official Matthew Gisle

Gisle presented on this item to include the purpose, current code and policy issue, block-wall housing inventory, alternative approaches, timeline and outreach, and staff recommendation.

Gisle heard and responded to questions and comments from council regarding legal liability, City of Shoreline's regulations, grants, undergrounding, triggers, appreciation for the work on this, Town Center 1, 2, 3 areas, prioritized list, what constitutes remodeling, Planning Commission input, and direction for the staff.

7. Review and Vote on Board and Commission Appointments

City Manager Jeff Niten

Niten and the Council Interview Committee presented on this item to include the background and recommendations.

A motion to adopt the following board and commission appointments recommended by the Council Interview Committee:

- Appointing Meriby Salgado Ydrac to the Diversity, Equity and Inclusion Commission;
- Appointing Steve Carbary to the Recreation and Park Advisory Commission;
- Reappointing Matthew Primmer from the Recreation and Park Advisory Commission to the Planning Commission; and
- Reappointing Erin Keating from the Diversity, Equity and Inclusion Commission to the Arts Advisory Commission.

was made by Councilmember Murray and seconded.

Motion carried 6-0.

8. City Manager's Report
City Manager Jeff Niten

Niten's report included:

- Bubble Play Day event had over 400 attendees.
- "Get Sauced" event over 100 people.
- Firefighters Park equipment arriving soon.
- Brooke Eidem and Ryan Doss are in Copenhagen with the City of Shoreline group for planning and economic development.
- Last night's Utilities Regional Town Hall was well attended, another one next week.
- Monday – Thursday, Westside Water Main section of the road will be closed.
- Deputy City Manager was recognized by her peers as Outstanding Deputy City Manager by her peers (and City Manager was recognized as Outstanding City Manager by his peers).

Niten heard and responded to questions and comments from council regarding congratulations to Carolyn Hope and Jeff Niten on their awards.

9. Council Liaison Reports

Councilmember Doyles's report included:

- July 23 Council work session
- July 30 Council meeting
- August 6 Council meeting
- August 12 Inaugural Council Chat
- August 13 MLT Bubble Play Day
- August 13 Board and Commission Interview Committee meeting
- August 15 "Get Sauced" event
- August 19 Regional Water and Sewer Public Forum #2
- August 20 City Manager meeting

Councilmember Matsumoto Wright's report included:

- August 11 National City Selfie Day
- August 12 Congresswoman DelBene check presentation for the MLT Library
- August 12 Inaugural Council Chat
- August 14 Council General of Japan farewell party
- August 15 "Get Sauced" event
- August 15 City of Lynnwood Luau
- August 19 Community Transit meeting
- August 19 Regional Water and Sewer Public Forum #2

Councilmember Murray's report included:

- August 12 Congresswoman DelBene check presentation for the MLT Library

- August 13 Board and Commission Interview Committee meeting
- August 19 Diversity, Equity and Inclusion unofficial meeting (no quorum present)

Councilmember Sonmore's report included:

- August 15 "Get Sauced" event
- Disability Board meeting
- August 11 Recreation and Park Advisory Commission meeting
- August 12 Inaugural Council Chat

Mayor Pro Tem Wahl's report included:

- August 11 South Snohomish County Cities Mayors, Mayors Pro Tem, and Council Presidents meeting
- August 11 Snohomish County Tomorrow Exploratory Committee meeting
- August 12 Congresswoman DelBene check presentation for the MLT Library
- August 12 Inaugural Council Chat
- August 19 Snohomish County Collaborators meeting
- August 19 Regional Water and Sewer Public Forum #2
- August 20 City Manager meeting

Mayor Woodard's report included:

- August 11 National City Selfie Day
- August 11 Disability Board meeting
- August 12 Congresswoman DelBene check presentation for the MLT Library
- August 12 Inaugural Council Chat
- August 15 "Get Sauced" event
- August 15 City of Lynnwood Luau
- August 15 Washington West African Center Sounds of Africa Festival

10. New Business

- Councilmember Murray stated this Saturday is the first Lake Ballinger Food Forest work party and invited the community to participate in the Day Without Driving in October.

11. Adjournment

Mayor Woodard adjourned the meeting at 9:01 p.m.

These minutes are subject to approval at the next City Council meeting.



STAFF REPORT

To: Mountlake Terrace City Council

From: Jeff Betz, Recreation and Parks Director

Meeting Date: September 3, 2026

Subject: Amendment 1 to Site Lease Agreement with T-Mobile for Wireless Facility

Required Reviews:

Jennifer Joki	Created/Initiated - 08/30/2026
Jeff Betz	New -
Sirke Salminen	-
Hillary Evans	-
Carolyn Hope	-

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.

This amendment was presented to City Council for review at the August 27, 2026 work session.

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 1st subtenant installs equipment on the tower the City will receive an additional 25% of the 1st subtenant lease. When the 2nd 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 (2nd, 3rd, 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. Amendment 1 to T-Mobile Site Lease with Option (Draft)
2. T-Mobile Site Lease with Option 09.22.2005
3. Memorandum of Amendment to T-Mobile Site Lease with Option

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 58th 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 58th 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 ^{110 KL} 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 38th 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 58th Avenue West
Mountlake Terrace, WA 98043

With a copy to:

City of Mountlake Terrace
Attn: City Attorney
23204 58th 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.

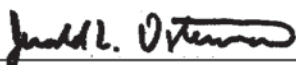
(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, 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:

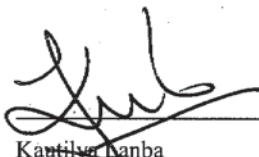
INTERIM CITY MANAGER

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

)

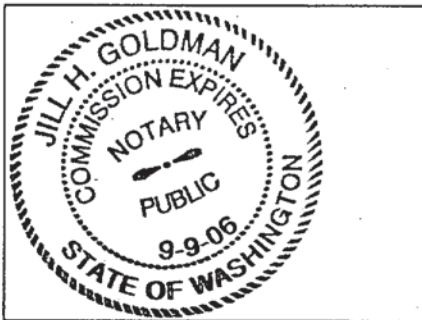
) ss.

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:

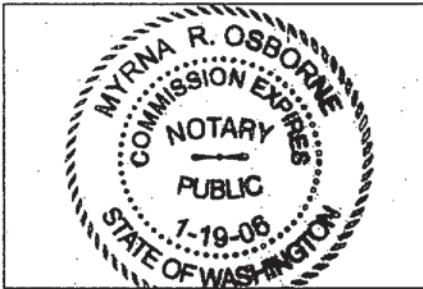
Market: Seattle

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.

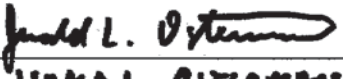
(d) Reservation to Move Equipment. Tenant reserves right to relocate Landlord Equipment, after consultation with Landlord and provided the Landlord Equipment is operational in the new location. Tenant shall be responsible for moving Landlord Equipment, at Tenant's sole cost. Tenant shall provide Landlord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

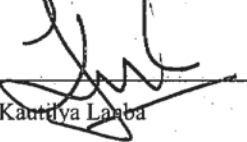
condition, and any labor or material necessary to remedy such condition shall be at Landlord's sole cost and expense.

(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: JERALD L. OSTERMAN
Its: INTSAIM CITY MANAGER
Date: 9/22/05

TENANT: Voicestream PCS III Corporation, a Delaware corporation

By: 
Printed Name: Kautliya Laaba
Its: Director of Engineering & Operations
Date: 9/21/05

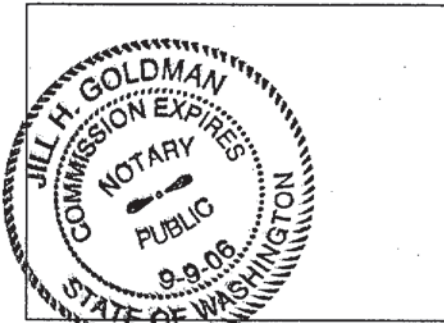
STATE OF WASHINGTON

)
) 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:

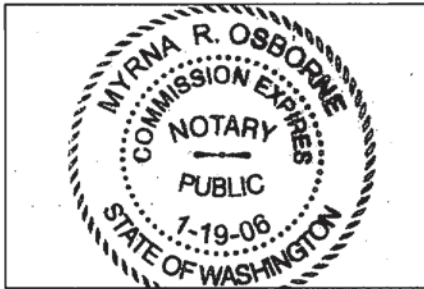
Market: Seattle

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°45'23" West 46 feet;
thence North 0°04'56" 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 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.)

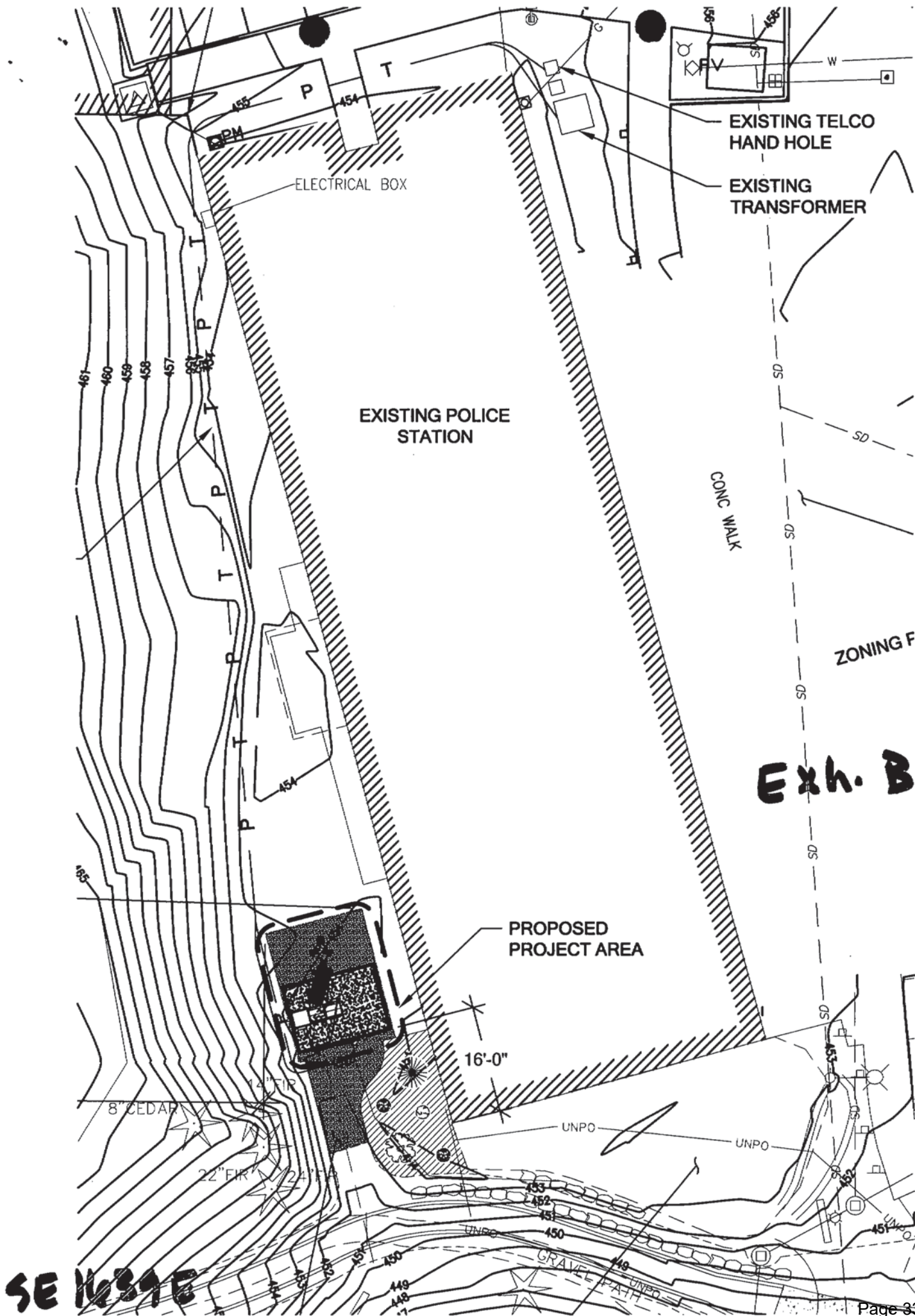
TOGETHER WITH beginning at a point 190 feet South and 30 feet West of the Northeast corner of the South half of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 33, Township 27 North, Range 4 East, W.M. in Snohomish County, Washington;
thence West 120 feet;
thence South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

SE 1/4 34 E

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

Documents Title(s):	Memorandum of Amendment to Site Lease with Option
Landlord:	City of Mountlake Terrace
Tenant:	T-Mobile West Tower LLC, a Delaware limited liability company
Legal Description:	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 Snohomish County, Washington. See Exhibit A
Assessor's Property Tax Parcel or Account Number:	005228-000-006-01
Reference Numbers of Documents Assigned or	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: Aparna Khanal, Public Works Deputy Director

Meeting Date: September 3, 2026

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

Required Reviews:

Jennifer Joki	Created/Initiated - 08/24/2026
Gary Schimek	Approved - 08/25/2026
Aparna Khanal	Approved - 08/25/2026
Sirke Salminen	Approved - 08/27/2026
Hillary Evans	New -
Carolyn Hope	-

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.

This amendment was presented to City Council for review at the August 27, 2026 work session.

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 Snohomish County Road Maintenance Interlocal Agreement Extension (Draft)
2. Snohomish County Road Maintenance Interlocal Agreement Extension 02.14.2022

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 58th 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

By _____
County Engineer

CITY:

City of Mountlake Terrace, a Washington
municipal corporation

By _____
Scott Hugill, City Manager

Approved as to Form:

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

Approved as to Form:

City Attorney

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

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

Work Operations (Estimates provided on a per project basis)	
Drainage:	
• Catch Basin Routine Maintenance: 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.	
• Catch Basin Mechanical Cleaning: 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.	
• Culvert Cleaning, and Inspection, Manual: Inspecting and manually cleaning culvert inlets and outlets.	
• Culvert Cleaning, Mechanical: Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions.	
• Detention/Retention Basin Maintenance: 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.	
• Ditch Maintenance: 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.	
• Underground Retention/Detention Facility Maintenance: 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.	
Pavement Maintenance and Repair:	
• Crack and Joint Sealing: 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.	
• Install Lane Markers/Raised Pavement Markers: Install lane markers to replace worn markers or to facilitate design changes in the channelization.	

• Installation, Maintenance and Repair of Guardrail: 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.
• Manual Pavement Patching: 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.
• Pavement Markings -Thermo-plastic/Durable: Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.
• Pavement Markings - Paint: Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.
• Sweeping & Cleaning Pavement with Mechanical Pickup Broom: 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.
• Traffic Sign Repair, Replacement, Maintenance and Installation: Repair, replace, maintain; or install new traffic signs to ensure that operational safety is maintained on the roadway system.
Shoulder Maintenance:
• Grade / Reshape Shoulders: Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.
• Shoulder Buildup Removal: 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.
Snow & Ice:
• Anti-Icing and De-icing Application, Liquids: 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.
• Plowing/Sanding/Solid Deicer Application: 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.
Vegetation:
• Control Vegetation Obstructions - Manual: Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.
• Cutting/Pruning/Selective Thinning: Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.

• Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment: 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.
• Nuisance Vegetation Control - Manual: 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.
• Nuisance Vegetation Control - Mechanical: Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.
• Tree Trimming/Tree Canopy Maintenance: Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.
• Roadside Mowing: Mow with mechanical mower to control grass height and trim undesirable vegetation.

Other services provided:
• Call-out Response for urgent or emergency situations • Catch Basin/ Manhole Repair or Replacement • Chip Seals; Project or Patching • Culvert Repair or Replacement • Guidepost and Delineator Replacement • Hauling and Disposal of Waste Material • Hydro Seeding and Mulching • Instructor, Equipment Training and Other Training Courses • Maintenance and Repair of Concrete Structures • Mechanical Pavement Patching, Paverbox • Noxious Weed Control - Mechanical • Noxious Weed Control - Manual • Pavement Milling/Full Depth Repair (small, localized areas) • Pavement Patching with Subgrade Repair • Rip Rap and Cribbing Repair • Seeding, Mulching, and Planting including native species. • Shoulder Washout Repair • Slope Repair, Slide Clean up & Maintenance • Traffic Control for Mobile Operations • Traffic Control for Stationary Operations • Vector Waste Recycling/Disposal

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

Work Operations (Estimates provided on a per project basis)
Bridge Inspection:
• Bridge Inspection Services: 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.
Other services provided:

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

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

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: _____

CITY OF MOUNTLAKE TERRACE

PROCLAMATION

Hispanic Heritage Month

WHEREAS, Hispanic Heritage Month is an annual celebration of the history and culture of the U.S. Latino and Hispanic communities between September 15 and October 15, where we commemorate how those communities have influenced and contributed to American society at large; and

WHEREAS, Hispanics and Latinos in America spans centuries, and they have been an integral part of shaping our nation since the Revolutionary War, and through the 1848 Treaty of Guadalupe Hidalgo and the 1898 Treaty of Paris, the United States gained territories in the Southwest and Puerto Rico, incorporating the people of this area into the United States; and

WHEREAS, today, the Hispanic and Latino population in the United States is over 68 million, according to the U.S. Census Bureau, or nearly 20% of the total population and is the largest racial or ethnic group and is growing; and

WHEREAS, Hispanics and Latinos are the bridge connecting 250 years of foundational American history to a prosperous future, and Hispanics and Latinos are the essential builders of the next quarter-century, transforming the American economy, fueling its growth, and increasing Hispanic and Latino leadership across all sectors; and

WHEREAS, in the past decade, the median net worth of Hispanic and Latino households more than tripled, the U.S. Latino GDP grew by more than 50% to \$4.1 trillion, Latino-owned businesses grew by 48%, and the number of engineering degrees earned by U.S. Latinos grew by 85.4%; and

WHEREAS, the City of Mountlake Terrace is proud to recognize and celebrate the many Hispanic and Latino residents, families, students, business owners, educators, artists, and community leaders whose cultures, traditions, talents, and service enrich our community every day,

NOW THEREFORE, I, Mayor Steve Woodard, on behalf of the Mountlake Terrace City Council, do hereby proclaim September 15 and October 15 as Hispanic Heritage Month.

PROCLAIMED BY THE CITY COUNCIL ON SEPTEMBER 3, 2026.

MAYOR: _____
Steve Woodard

ATTEST: _____
City Clerk

CITY OF MOUNTLAKE TERRACE

PROCLAMATION

National Voter Registration Day

WHEREAS, National Voter Registration Day is September 15, 2026, when volunteers and organizations around the country encourage eligible voters to become Vote Ready, by registering to vote and checking their registration information; and

WHEREAS, National Voter Registration Day started in 2012 and is the largest nonpartisan day of civic action, and has helped over 6 million Americans register to vote; and

WHEREAS, in Washington State, eligible voters who will be 18 years old by Election Day can register online at votewa.gov, by mail or in person through your county elections department; and

WHEREAS, all voters should update their addresses with Department of Licensing; and

WHEREAS, the right to vote is fundamental to our democracy, and participating in elections empowers eligible voters to make their voices heard; and

WHEREAS, the League of Women Voters of Snohomish County will host Voter Registration opportunities throughout the region,

NOW THEREFORE, I, Mayor Steve Woodard, on behalf of the Mountlake Terrace City Council, do hereby proclaim September 15, 2026 as National Voter Registration Day.

PROCLAIMED BY THE CITY COUNCIL ON SEPTEMBER 3, 2026.

MAYOR: _____
Steve Woodard

ATTEST: _____
City Clerk



STAFF REPORT

To: Mountlake Terrace City Council
From: Gary Schimek, Public Works Director
Meeting Date: September 3, 2026
Subject: Review and Vote on Ordinance Amending MTMC 13.05

Required Reviews:

Jennifer Joki	Created/Initiated - 08/27/2026
Gary Schimek	Approved - 08/27/2026
Sirke Salminen	Approved - 08/27/2026
Hillary Evans	New -
Carolyn Hope	-

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

Legislative History:

The last amendment to this section of code was Ordinance 2855, adopted on June 20, 2024.

Subject Summary:

The 2024 amended code language did not account for an irrigation discount and staff propose to modify the language in MTMC 13.05 to add that language back into the code. The rationale for the irrigation discount is that irrigation water is returned to the aquifer, and it does not enter the sewer system. The proposed language mimics the language from prior to June 20, 2024, and states that the city will calculate the sewer usage rate "based on the lesser of the following two methods: (1) the consumption amount of the current billing period; or (2) the third-lowest consumption amount of the most recent six billing periods; unless consumption for either method is zero, in which case the other method will be used for the basis of the usage charge."

Financial/Budget Impacts:

Budget Amendment No
Required? _____

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

Sources:	
----------	--

Additional Financial Information:

There will be no change to fees charged or revenues collected.

Community Notifications:

City Council Agenda

If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

Staff recommends the City Council vote to adopt the ordinance amending MTMC 13.05.

Council Motion:

I move to adopt the ordinance amending Mountlake Terrace Municipal Code Chapter 13.05.190.

Attachments:

1. Ordinance Amending MTMC 13.05 (Draft)

CITY OF MOUNTLAKE TERRACE

ORDINANCE NO. XXX

**AN ORDINANCE OF THE CITY OF MOUNTLAKE TERRACE,
WASHINGTON, AMENDING MOUNTLAKE TERRACE MUNICIPAL
CODE CHAPTER 13.05.190, UTILITY RATES FOR SEWER SERVICE;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the latest update to the Mountlake Terrace Municipal Code (“MTMC”) Chapter 13.05, entitled “Utility Rates”, unintentionally omitted language that accounts for summer irrigation, which reduces the amount of water entering the sewer system; and

WHEREAS, the City Council would like to reinstate that language, which allows for lower sewer utility rates in the summer in certain circumstances; and

WHEREAS, this change will not impact the current billing methods; and

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

Section 1. Sewer Service Rates. Section 13.05.190 of the Mountlake Terrace Municipal Code, is hereby amended to read as shown in Exhibit A to allow for an irrigation discount.

Section 3. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 5. 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 SEPTEMBER 3, 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: Proposed Amendment to MTCC 13.05.190**§ 13.05.190 Sanitary sewer service fees – General.**

The charges for sewer service shall be comprised of a base bimonthly charge and a treatment charge based on the metered volume of water consumption, **except for the flow through meters used exclusively for irrigation. The usage charge shall be calculated based on the lesser of the following two methods: (1) the consumption amount of the current billing period; or (2) the third-lowest consumption amount of the most recent six billing periods; unless consumption for either method is zero, in which case the other method will be used for the basis of the usage charge.** Specific charges shall be as shown in the most recently adopted Utility Rates Update.

A. Bimonthly billing for sewer will commence at the time the water meter is connected, or at the time the sewer connection is completed, or upon expiration of the 90-day period following written notice that sewer service is available if no connection is made. When connection to the sewer system is delayed as allowed in accordance with MTMC § **13.20.040**, the bimonthly billing for sewer will be at 50 percent of the base rate for the period of approved delay.

B. Upon shutoff of a water supply due to nonpayment or an approved request, the consumer will continue to be billed the base bimonthly sewer service charge for the entire period of disconnection.

C. Bimonthly sewer service charges shall not be applied to a customer who has their water meter removed and the water service line capped. The customer shall incur and be responsible for the charges associated with the removal of the water meter and capping of the water service line. The customer shall also be responsible for the charges associated with reactivation of the account.

D. Bimonthly sewer service charges shall not be applied upon demolition of the structure, or upon determination by the Building Official that a unit is uninhabitable.
(Formerly 13.05.230; Ord. 2394 § 23, 2005; Ord. 2855 § 1 (Exh. A), 2024)



STAFF REPORT

To: Mountlake Terrace City Council

From: Laura Stevenson, Code Compliance Officer

Meeting Date: September 3, 2026

Subject: Review and Vote on Ordinance Adopting Updates to Nuisance Code

Required Reviews:

Jennifer Joki	Created/Initiated - 08/30/2026
Brooke Eidem	New -
Sirke Salminen	-
Hillary Evans	-
Jeff Niten	-

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

Legislative History:

This item was presented to City Council for review at the August 27, 2026 work session.

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	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:

Staff recommends approval of the ordinance adopting updates to the nuisance code.

Council Motion:

I move to adopt the ordinance updating the nuisance code.

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~~back, 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~~^{back}, 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.

Action Plan Update August 2026: Growing our Vibrant Community

No.	Goals	Action Steps	2024	2025	2026	2027	2028	2029	Status 8/2026	Notes or Rationale
1.a.	Create quality places that add visual interest and attract activities like street festivals, food trucks, pop-up activities, public art, live entertainment and musical performances.	Revise design standards to ensure quality, inviting development.							In-Progress	Mixed Use design standards pending adoption; citywide will be reviewed in 2027-2028
		Consider development code changes to enhance placemaking opportunities, incentives for private development that encourage privately owned public spaces and art, as well as quality private gathering and recreation spaces for residents in multifamily developments.							In-Progress	Mixed Use District regulations pending adoption; citywide and Town Center design standards pending review in 2027-2028
		Evaluate public-private partnerships for festivals, shared public spaces, development of publicly-facing art, and other opportunities to create a destination for our community.							In-Progress	Ongoing efforts are focused on identifying and executing opportunities to partner with private event producers and LTAC-funded events to create vibrant activations throughout the community.
1.b.	Allow for diverse housing options to ensure community members can live and work in the city.	Finalize and implement the Comprehensive Plan Update							In-Progress	Zoning Map implementation pending adoption
		Develop and implement a Middle Housing Plan							In-Progress	R-District regulations updated in 2026
		Develop and implement a Housing Action Plan							In-Progress	HAP adopted in 2025; Several actions adopted in 2026
		Develop and implement code updates to comply with the above stated plans and address new state housing laws.							In-Progress	Middle housing and STEP housing regulations completed
1.c.	Grow city events and recreation programming to foster community connectedness and celebrate our cultural, ethnic and individual diversity.	Ensure staffing resources to support community events.							In-Progress	Staff continually evaluate these needs and partnerships to spread the work.
		Grow events in a strategic manner as funding becomes available.							In-Progress	Staff continually evaluate these needs, and sponsorships, and partnerships to spread the work.
		Ensure that events fulfill the diverse needs of our community and grow participation.							In-Progress	The events coordinator is collaborating with the Arts Advisory Commission, Diversity, Equity, and Inclusion Commission, and listening the community feedback to strategize about events for each year.
		Seek sponsorships to support events and create partnerships.							In-Progress	This is a priority every year.
1.d.	Prioritize investments in marketing, recruitment, and coordination efforts aimed at attracting new development, businesses, and residents to the city, while also focusing on retaining existing businesses.	Implement an Economic Development and Marketing Strategy and identify sufficient resources to meet priorities.							In-Progress	Staff continues to implement the 2024 Economic Development Strategic Plan and subsequent branding initiative, with efforts underway to develop a marketing strategy and strengthen outreach to potential businesses and investors.

Action Plan Update August 2026: Growing our Vibrant Community

No.	Goals	Action Steps	2024	2025	2026	2027	2028	2029	Status 8/2026	Notes or Rationale
		Continue support for the Mountlake Terrace Chamber of Commerce.							In-Progress	The City continues to support the Chamber of Commerce through ongoing funding and staff involvement, while strengthening collaboration and coordination on initiatives that support local businesses, foster community connections, and advance shared economic development goals.
		Complete the build out of Main Street.							In-Progress	Main Street Phase II is ready to go out to bid - pending WSDOT approval and ROW certification
1.e.	Support businesses and organizations by removing obstacles to their success and improving partnerships with these groups.	Evaluate policies and procedures.							In-Progress	Staff continues to evaluate and improve its policies and procedures to create a more streamlined, predictable, and business and developer friendly environment that encourages investment and economic development.
		Create relationships between businesses, the Chamber of Commerce, Economic Alliance Snohomish County, Workforce Snohomish and others to build a diverse and resilient economic base in Mountlake Terrace.							In-Progress	The City has made significant progress strengthening partnerships with local businesses and regional organizations to support a diverse and resilient local economy.
		Build community by connecting the business, developer, and residential communities to support their goals.							In-Progress	Staff has made significant progress connecting the business, development, and residential communities and incorporating external feedback to better align efforts with community needs and shared priorities.
1.f.	Create inviting, active, and safe business districts.	Grow events in a strategic manner as funding becomes available and partnerships arise.							In-Progress	Staff continually evaluate these needs, and sponsorships, and partnerships to spread the work.
		Maintain progress in addressing code compliance throughout the city.							In-Progress	Code compliance has made significant progress in the last two years, now has proven protocols and methods that support community needs.
		Continue to maintain public spaces and keep them clean.							In-Progress	Parks and public works do there best with limited resources.
1.g.	Continue to prepare Town Center for development through continued investment in the buildout of Main Street, utility infrastructure, and park improvements.	Continue to seek funding opportunities for public infrastructure projects in Town Center and ensure that developers pay a proportionate share of development.								Public Works is identifying pipes that need to be increased to accommodate growth.
		Update the Comprehensive Plans and capital plans for utilities.								Both water and sewer plans will be complete in 2027 1Q

Action Plan Update August 2026: Growing our Vibrant Community

No.	Goals	Action Steps	2024	2025	2026	2027	2028	2029	Status 8/2026	Notes or Rationale
		Complete planned park improvements in Town Center.		→	→		→		In-Progress	Main Street Phase II is close to starting construction. Veterans Trails Project is complete. Veterans Upper Park improvements should resume design in 2027, and the Plaza will begin construction soon.
1.h	Identify a pathway to redevelop the Recreation Pavilion to continue providing recreation opportunities for all ages and abilities.	Conduct feasibility study to identify the needs, costs, and funding options for replacement of the Recreation Pavilion.		→					In-Progress	Staff are working with partners to develop an MOU, Scope of Work, and funding for a Feasibility Study.
		Explore funding options for a new Recreation Pavilion (including public-private partnerships, creation of finance/funding districts, and/or bonding/levies) to understand cost and timelines.			→				In-Progress	Staff are evaluating partnerships at this time.
		Implement the plan to replace the Recreation Pavilion.				→	→	→	Not Started	See above.
		Support possible countywide levy that may assist in funding Recreation Pavilion replacement.		→	→				In-Progress	The county is in the preliminary stages of evaluating this funding option. The City Council adopted a joint-resolution with the City of Edmonds to encourage the county to allocate funding to regional aquatics.

Action Plan Update August 2026: Responsible Governance to Ensure Desired Level of Service

No.	Goals	Action Steps	2024	2025	2026	2027	2028	2029	Status 8/2026	Notes or Rationale
2.a.	Ensure sufficient resources are dedicated to meet desired levels of service in each department.	Monitor staffing resources and evaluate options to modify staffing levels to address changes in levels of service, new regulatory requirements, and address risks and opportunities.							In-Progress	Staff continually evaluate these needs. In the financial strategies proposed to city council this year, changes were made to staffing levels. With new regulations, partnerships, or changing market conditions, staffing levels are evaluated.
		Ensure sufficient training is provided for staff in their respective areas of expertise and for citywide risk management and safety.							In-Progress	Same as above.
		Update RPOS Plan to re-evaluate level of service, update the CIP and park impact fees, and be compliant with RCO grant guidance.							Not Started	Planned to start in early 2027.
		Update Transportation Master Plan to re-evaluate level of service, update the CIP and transportation impact fees, and be compliant with state guidance.							In-Progress	Transportation Element of Comp Plan updated in 2024 which included revaluation of LOS. Transportation Impact Fee updated in 2025 with rate based on per person trips generated vs vehicle trips. TIF fee updated annually. Evaluating capacity for additional planning work in 27-8.
2.b.	Invest in systems and technology to enhance efficiency and minimize risk, ensuring cost-effective service delivery.	Invest in the priority software and hardware systems outlined in the IT Strategic Plan and ensure sufficient resources to launch and implement over time.							In-Progress	Many successes to date including: Implementing Office 365/Teams, replacing Granicus, implemented Tyler Enterprise/Cloud based system, close to selecting a vendor for Asset Management Enterprise System, increasing cities cloud footprint, enhanced WIFI connectivity in city buildings.
		Update the IT Strategic Plan.							Completed	Adopted in 2024.
		Improve internal policies and procedures to reduce onboarding time and risk.							In-Progress	Completed Financial Policies, Personnel Manual, several financial procedures. More work to do.
		Train staff in records management with the digital records migration process.								Complete.
2.c.	Engage the community in evaluating short and long-term options to resolve the operating and capital budget gaps and confirm the desired level of service, while balancing essential services with preparing for growth and private investments.	Convene a Long-term Financial Sustainability Task Force with broad representation from the community to help identify options to finance, develop, and maintain quality services, infrastructure, and amenities, and to propose options for efficiencies and reductions.							Completed	https://www.cityofmlt.com/2263/Fiscal-Sustainability-Taskforce-FST
		Engage the community about options to balance the budget in the future.							Completed	https://www.cityofmlt.com/2263/Fiscal-Sustainability-Taskforce-FST

Action Plan Update August 2026: Responsible Governance to Ensure Desired Level of Service

No.	Goals	Action Steps	2024	2025	2026	2027	2028	2029	Status 8/2026	Notes or Rationale
		Spend the ARPA Funds and complete reporting on schedule.							Completed	Completed in 2026.
		Implement long-term financial strategies to maintain a balanced budget and meet the desired levels of service.							In-Progress	Some strategies are implemented and others are planned according to City Council's adopted strategies to balance the budget.
2.d.	Identify efficiencies and opportunities to reduce the cost of government.	Collaborate with other jurisdictions and agencies to consider regionalized services.							In-Progress	Current partnerships: Shoreline for fleet, Lynnwood for signals and streets, Snohomish County for streets, Woodway for street sweeping, ESD for reciprocal use agreement, Snohomish County and Lynnwood for jail services, South Snohomish County District Court, North Sound Metro SWAT (13 cities), Violent Offender Task Force with US Marshalls, wastewater treatment with Edmonds, and potential new partnerships underway.
		Evaluate shared staffing, equipment, and other resources across departments.							In-Progress	Parks and engineering collaborate on capital project delivery. Community Development and Engineering collaborate on design review and code updates. There are interdepartmental admin team support systems in place. One position is split between HR and City Manager.
		Review which services are essential to operating the city.							Completed	https://www.cityofmlt.com/2263/Fiscal-Sustainability-Taskforce-FST
2.e.	Increase partnerships to leverage city resources, embrace opportunities to collaborate, and improve the city more holistically.	Continue to seek funding opportunities to leverage city resources (e.g.; grants, direct appropriations, etc.)							In-Progress	There are several grant applications underway for planning and capital projects.
		Evaluate partnerships with other cities or jurisdictions, developers, businesses and non-profits groups to build public infrastructure (e.g.; recreation pavilion, mixed use projects with public component, parks, and more).							In-Progress	Partnership with Candela to build a regional trail. Partnered with Sound Transit on Transit Connection Corridor, Maintenance and Operation Agreement, and tree and street mitigation.
2.f.	Maintain public health and safety through police, fire, and emergency preparedness services.	Renew the city's comprehensive emergency management plan.							Completed	City's Comprehensive Emergency Response Plan was updated in 2026. The next task is to develop the City's Continuity of Operations Plan.
		Plan for emergency response training in partnership with Snohomish County Department of Emergency Management.							In-Progress	Several Staff participate in county periodic DEM Training. The EOC Leaders are participating in the planning and implementation of the South Whidbey Island Fault Earthquake exercise to be held in 2027, where our city will participate.
		Update and implement the Citywide Safety Plan							In-Progress	Plan to complete in winter 2026/7

Action Plan Update August 2026: Responsible Governance to Ensure Desired Level of Service

No.	Goals	Action Steps	2024	2025	2026	2027	2028	2029	Status 8/2026	Notes or Rationale
		Update and implement the section of the municipal code relating to fire, building safety, and code compliance.							In-Progress	Nuisance code update pending adoption; building code will be updated in mid-2027.
		Ensure sufficient police staffing levels.							In-Progress	Recruiting for three open positions. However, funding levels are still short of meeting national standard for staffing.
2.g.	Promote existing public assistance tools provided locally and regionally, and advocate for additional resources to support our most vulnerable populations.	Evaluate equity in the prioritization of capital projects.							In-Progress	System adopted in the 2025-2026 capital budgeting process.
		Continue to provide an embedded social worker in the police department.							In-Progress	Complete for this year, continue to look for funding for the long-term.
		Update city resource materials such as fliers, website, and other marketing outlets to provide links to county-wide and state resources.							In-Progress	Staff Diversity, Equity, and Inclusion Human Services Committee is gathering resources to link to from our website. Staff have already made improvements to the Utility Billing Discount Program and webpage. Some resources are available here - https://www.cityofmlt.com/2320/Regional-Human-Services .
2.h.	Continually evaluate ways to improve equitable service delivery to community members.	Seek input from a representative group of community members, utility customers, permit applicants, business owners, and recreation program participants, to learn about barriers to service and work toward solutions.							In-Progress	Part of the Diversity, Equity, and Inclusion Commission and Community Ambassador program to create opportunities to have conversations with residents and learn about their experiences in the city.
		Evaluate recruiting, contracting, budgeting, and other internal processes with an equity lens.							In-Progress	Part of the Diversity, Equity, and Inclusion Staff Committee's Work Plan.
		Continue to evaluate discounts, scholarships, and other methods of assisting low-income community members afford city services.							In-Progress	Staff have already made improvements to the Utility Billing Discount Program and webpage. R&P Staff are monitoring the scholarship programs and how to market and implement.

Action Plan Update August 2026: An Informed and Engaged Community

No.	Goals	Action Steps	2024	2025	2026	2027	2028	2029	Status 8/2026	Notes or Rationale
3.a.	Proactively engage the community in infrastructure improvements and other plans to accommodate growth.	Ensure that new planning and design projects have strong communication and community engagement plans and consultants.							In-Progress	New Community Engagement Plan created, key staff trained in it, preparing project public engagement plans for budgeting and planning purposes.
		Continually evaluate new and old best management practices for reaching people most impacted by the plans and projects to ensure they have information and the opportunity to participate in the process.							In-Progress	Developed Community Engagement Plan, implemented training, hosting post-project meetings to evaluate success and modify for future.
		Evaluate ways to have in-person and virtual participation for people who cannot attend city meetings.							Completed	Staff are implementing this more regularly.
3.b.	Continue to adapt and update the Communications Plan and a Citywide Community Engagement Plan to ensure the city reaches a representative audience of the community.	More communications that reach people on the channels they already use to increase reach and representation of various communities in the civic process.							In-Progress	Added more social channels including BlueSky, Next-door, and using neighborhood platforms too.
		Continue to improve community information to ensure the city increases the number of people who receive emergency notifications, improves customer trust and brand reputation, provides useful and educational information, and shapes and shares the story of the city.							In-Progress	Continual information sharing through socials, news releases, newsletters, videos, public meetings, community conversations, events, MLT Academy, and tabling have all helping increase awareness of the civic process, improved trust, and built relationships. More work to do.
		Lead organizational culture around updating the website and other print and digital materials.							Not Started	Making progress, and there is more work to do on this. Working on embedding communications into project manager's work programs.
		Develop systems and tools for translation and other language access needs							Completed	Created a language access plan with resources for interpretation and translation.

Action Plan Update August 2026: An Informed and Engaged Community

No.	Goals	Action Steps	2024	2025	2026	2027	2028	2029	Status 8/2026	Notes or Rationale
		Identify groups to focus engagement on that have historically not participated in the civic process and the best methods for reaching them.		→					In-Progress	Part of the Diversity, Equity, and Inclusion Commission and Community Ambassador program to create opportunities to meet residents from these groups and learn about their experiences in the city.
		Implement community engagement training for staff with an emphasis on how to work with communities of color, immigrants, and people of various cultures and income levels, who may not have participated in the civic process or have trust in government.		→		→		→	In-Progress	Completed in 2026 and will refresh periodically.
		Consider implementing new policies to offer incentives for community members to participate in civic activities.			→	→	→	→	In-Progress	Created policy for stipends and purchasing food. Implementing food policy, but not stipend policy yet.
		Secure additional resources to: broaden communication and engagement efforts, expand outreach, offer more translation, interpretation, and graphic design support, and more frequent updates to city materials.		→	→	→	→	→	In-Progress	Public Works will be working with City Ambassadors to improve the City's recycling and composting rate through direct public engagement over a three-year period.

Action Plan Update August 2026: An Informed and Engaged Community

No.	Goals	Action Steps	2024	2025	2026	2027	2028	2029	Status 8/2026	Notes or Rationale
3.c.	Develop and implement a Community Ambassadors program to inspire more community leaders with connections to city government.	Continue to build relationships with community members and groups, non-profits, and businesses to address the needs of various groups.							In-Progress	Part of the Diversity, Equity, and Inclusion Commission and Community Ambassador program and staff goals to create opportunities to meet residents, non-profits, and businesses representing a wide array of the city's demographics. Created a community point of contact list available citywide for staff.
		Continue to use special short-term committees and task forces on critical programs and programs to help educate and empower community members to take part in decision making and bring more people into the civic process.							In-Progress	In 2023-4, hosted a Comprehensive Plan Advisory Committee. In 2025-6, hosted a Fiscal Sustainability Taskforce. Will continually evaluate needs for such groups in the future.
		Continue to provide supportive staff liaisons and training to boards and commissions annually to remind them of their roles as community ambassadors within their niche.							In-Progress	Ongoing. Made some re-assignments this year to both spread the workload and succession plan.
		Launch a city university type program to encourage community members to learn more about the city and get more involved in the civic process and potentially volunteering with the city. Evaluate ways to provide this program in key languages other than English.							In-Progress	Launched the first Community Academy in 2025 and second one in 2026. Evaluating ways to continually improve and engage youth.

Action Plan Update August 2026: An Informed and Engaged Community

No.	Goals	Action Steps	2024	2025	2026	2027	2028	2029	Status 8/2026	Notes or Rationale
3.d.	Improve broadband access to ensure all residents have in-home access to high-speed internet.	Advocate for subsidies to support low-income families' access to broadband internet and help share information about subsidy programs.							Not Started	The Department of Commerce tracks various discount programs by internet providers. The city website now refers to these programs on the "Financial Assistance" page. The City Council may want to consider additional discounts by adding this item to a legislative agenda.
		Continue to provide free Wi-Fi in city hall for the community.							In-Progress	No planned changes. There is also a free Wi-Fi hub outside of the Police Department.
		Encourage private development projects that are improving the right-of-way to add conduit for future fiber.							In-Progress	Staff will update the Engineering Design Manual to ensure this practice is followed. To date, fiber has been installed along most of 220th, and 52nd Ave W north of 220th, and south of 220th along 58th to 232nd St SW, and along the front of the Library to 58th.
		When constructing underground infrastructure in areas where fiber is not present, consider adding conduit for future telecom fiber projects.							In-Progress	There will be two conduits for fiber included in the JUT along 56th.

Action Plan Update August 2026: Environmental Sustainability and Resiliency

No.	Goals	Action Steps	2024	2025	2026	2027	2028	2029	Status 8/2026	Notes or Rationale
4.a.	Plan for climate and environmental protection while incorporating community health and environmental justice.	Develop a Climate Action Plan that incorporates community health and environmental justice.			→				Not Started	We have until 2029 to complete this plan.
		Implement the Climate Action Plan				→			Not Started	We have until 2029 to complete this plan.
		Update the Critical Areas Ordinance		→					Completed	https://cityofmlt.com/1859/Critical-Areas
		Update the Shoreline Master Plan & Code					→		Completed	Next update anticipated in 2029 https://cityofmlt.com/247/Shoreline-Planning
4.b.	Plan for emergencies and climate crises.	Update Hazard Mitigation Plan		→					In-Progress	Public Works is leading the effort to update the City's HMP by 4Q 2026.
4.b.	Continue to design active transportation projects to increase alternatives to driving and connect our neighborhoods.	Develop and implement a comprehensive citywide bicycle and pedestrian plan.		→					Not Started	Evaluating options for the next budget cycle that incorporate other transportation planning processes.
		Seek funding and prioritize Safe Routes to School projects.	→						In-Progress	Refine SRTS projects and funding strategies in 2027 to strengthen grant competitiveness.
4.c.	Prioritize resources to improve climate resiliency through projects and programs.	Continue to educate the community about stormwater, water quality, and the importance of trees, and preserving clean water and air.	→						In-Progress	The Environmental Programs team frequent events and provides information in newsletters about these topics.
		Develop a citywide urban forestry plan and implement the strategies.	→						In-Progress	The plan was completed in 2025 and implementation is underway.
		Invest in stormwater management and flood mitigation projects.	→						In-Progress	The next major stormwater project is the 220th/70th Infiltration Project.
		Invest in alternative fuel vehicles and fueling/charging infrastructure.	→						In-Progress	Fleet replaced certain vehicles with 6 EVs and 1 PHEV and 2 Hybrids in the last two years (including one hybrid patrol car). City now has 17 charging stations (of which 6 are for public use). This program will continue to grow in the future to meet state standards.
		Evaluate internal policies and procedures such as a paperless office, implement environmental purchasing policies, and encourage alternative transportation options for commuting.	→						In-Progress	Commute Trip Reduction Plan completed and educational resources provided for staff. Purchasing policies currently being re-evaluated.
		Prioritize capital projects and programs identified in the Hazard Mitigation Plan to improve climate resiliency.				→			In-Progress	Public Works is starting the design process to install seismic upgrades to the existing 2.5 million gallon water tank and the planning process to build a new water tank to accommodate future growth.