



Mountlake Terrace City Council
Work Session Agenda
Thursday, September 25, 2025, 7:00 PM
City Hall and via Telephone or Teleconference

AGENDA

1. Call to Order
2. Attendance Roll Call
3. General Public Comment
4. Proclamation for Every Child Matters Day
5. Review Flock Policy, Resolution, Ordinance, and Public Hearing on Ordinance Amending Community Policing Advisory Board MTMC 2.40
6. Review Interlocal Agreement Amendment 3 with Edmonds School District
7. Presentation on Park Impact Fees Update
8. Review Ordinance Adopting Transportation Impact Fees
9. City Manager's Report
10. Review October 2, 2025 Regular Meeting Agenda
11. Council Comments
12. Adjournment

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

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

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



STAFF REPORT

To: Mountlake Terrace City Council
From:
Meeting Date: September 25, 2025
Subject: Proclamation for Every Child Matters Day

Required Reviews:

Jennifer Joki	Created/Initiated - 09/19/2025
Jeff Niten	Approved - 09/19/2025
Sirke Salminen	New -
Hillary Evans	-

Council Goal(s):

Legislative History:

Subject Summary:

Financial/Budget Impacts:

Budget Amendment
Required? _____

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

Community Notifications:

If "Other," please specify:

Board/Commission Recommendation:

Staff Recommendation:

Attachments:

1. 2025 Proclamation Every Child Matters Day

CITY OF MOUNTLAKE TERRACE

PROCLAMATION

Every Child Matters Day or Orange Shirt Day

WHEREAS, Every Child Matters Day, also called Orange Shirt Day, is observed yearly on September 30 in the United States to reflect on the truths of boarding school histories, honor survivors, and commit to healing, reconciliation, and education; and

WHEREAS, the U.S. the Indian Civilization Act Fund of 1819, the Peace Policy of 1869, in concert with several churches, adopted an Indian Boarding School Policy with the purpose of “Kill the Indian, save the man,” meaning the systematic destruction of Indigenous identities, traditions, ceremonies, spirituality, and language of native people; and

WHEREAS, between the early the 1800s and the 1960s, hundreds of thousands of American Indian, Alaska Native, and Native Hawaiian children were removed from their families and Tribes and placed in over 523 Indian boarding schools operated by the federal government and churches, with 16 operated by the federal government in Washington State; and

WHEREAS, many Native children were mentally, physically, and sexually abused, and many died at the Indian boarding schools where they were interred in cemeteries and unmarked graves away from their ancestral land, and not given traditional and respectful burials; and

WHEREAS, many Indigenous communities continue to experience intergenerational trauma, compounded by systematic oppression, racism and spiritual, cultural and familial disruption due to Indian Boarding Schools Policies; and

WHEREAS, the City of Mountlake Terrace is working to provide equitable services and build a community that is safe and inclusive. In this work, the city is collaborating with Indigenous community members to share their stories, culture, and to learn how to create a sense of belonging in our city.

NOW THEREFORE, I, Mayor Kyoko Matsumoto Wright, on behalf of the Mountlake Terrace City Council, do hereby proclaim September 30 as Every Child Matters Day

PROCLAIMED BY THE CITY COUNCIL ON SEPTEMBER 25, 2025.

MAYOR: _____
Kyoko Matsumoto Wright

ATTEST: _____
City Clerk



STAFF REPORT

To: Mountlake Terrace City Council

From: Jeff Niten, City Manager

Meeting Date: September 25, 2025

Subject: Review Flock Policy, Resolution, Ordinance, and Public Hearing on Ordinance Amending Community Policing Advisory Board MTMC 2.40

Required Reviews:

Jennifer Joki	Created/Initiated - 09/18/2025
Jeff Niten	Approved - 09/18/2025
Sirke Salminen	Approved - 09/18/2025
Hillary Evans	Final Approval - 09/18/2025

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

Legislative History:

Council approved the agreement with Flock Camera Systems on June 5, 2025.

Subject Summary:

Following continued community conversation and a City Council discussion about oversight of the Flock system staff was directed to update the Community Policing Advisory Board Ordinance, draft a Resolution expressing a Statement of Values, and update the Flock policy to address community concerns.

All updated items are attached to this staff report. The Memorandum of Understanding implementing the revised policy is also attached and suggestions are welcome.

The Ordinance attached re-establishing the Community Policing Advisory Board modifies existing Municipal Code section 2.40. Significant changes are proposed to the structure and membership of the Board including the appointment of a student at Mountlake Terrace High School aged sixteen to eighteen. Additionally, the duties of the Board explicitly require review of the Flock program.

The attached Resolution outlining a Statement of Values is attached to capture the sentiment of City Council regarding the Flock Camera system.

The Policy has been modified to clearly articulate the focus on vehicles, not individuals. Further

establishes our responsibility under the Keep Washington Working Act and outlines explicit procedures for independent review of the program. Revisions to the policy increase the number of random inquiries from ten to twenty and prohibits vague search terms when accessing Flock data.

Financial/Budget Impacts:

Budget Amendment No.
Required? _____

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

Community Notifications:

City Council Agenda
Newspaper
Other
Post in City Hall kiosk.

Board/Commission Recommendation:

N/A

Staff Recommendation:

N/A

Attachments:

1. Ordinance 2130 Establishing Community Policing Advisory Board
2. Ordinance (Draft) Amending MTMC 2.40 Community Policing Advisory Board
3. Resolution (Draft) Council Community Values
4. Flock Policy - Revised
5. Flock Memorandum of Understanding - Revised

ORDINANCE NO. 2130

AN ORDINANCE OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON, CREATING A COMMUNITY POLICING ADVISORY BOARD, PROVIDING FOR THE MEMBERSHIP THEREOF, AND ESTABLISHING THE DUTIES OF THE BOARD AND REPEALING ORDINANCE NOS. 1913, 1975 AND 1997

WHEREAS, a close relationship between the Police Department and the community is an essential part of a responsive and responsible city government; and

WHEREAS, the benefits of such a relationship are immeasurable for not only the Police Department, but also the residents, business community, and City officials; and

WHEREAS, as a means of enhancing police-community relations, communications, and community confidence, the Police Chief has proposed that a Community Policing Advisory Board be created; and

WHEREAS, the City Council believes the creation of such a Board to be a desirable step in insuring quality citizen input and information exchange concerning police services within the City, now, therefore;

THE CITY COUNCIL OF THE CITY OF MOUNTLAKE TERRACE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. There is hereby established for the City of Mountlake Terrace a citizens advisory board to be known as the "Community Policing Advisory Board."

Section 2. Composition of Board. The Board shall consist of 10 members, who shall meet the following qualifications:

A. Not less than five (5) of the members shall be bonafide residents of the City of Mountlake Terrace;

B. At least two (2) members shall be owners or managers of businesses located within the City;

C. One (1) member shall be a representative from the Edmonds School District 15;

D. One (1) member shall be a high school age resident of the City;

E. One (1) ex-officio member of the Police Association.

Section 3. Appointment Terms.

A. All Board members shall be appointed by the Mayor, and confirmed by the City Council.

B. All appointments, except for vacancies, the high school age resident of the City, and the ex-officio member of the Police Association, shall be made for four (4) year terms, which shall expire on the 31st day of March of the last year for which the term is made, provided, that members shall remain in office until their successors are appointed and confirmed. The term of the high school age resident shall be for one (1) year, and the term of the ex-officio member of the Police Association shall be based upon the Officer's lateral assignment.

C. Vacancies occurring otherwise than through the expiration of terms shall be filled for the remainder of the term of the member being replaced. Vacancies shall be filled in the same manner as original appointments.

D. Regular attendance by members is necessary for the efficient operation and effective completion of business. Three nonexcused absences from regular meetings in a calendar year shall constitute an automatic resignation from the members. A member may request that an absence be excused either before or after the absence occurs. Any member who ceases to have the qualifications provided in Section 2 shall be deemed to have forfeited his or her office.

Upon request of a Commission Member, the Mayor, with the confirmation of the City Council, may make a temporary appointment to replace a Commission Member who will be absent from meetings for a prolonged period.

E. Upon motion by any member of the Council, and approval by a majority of the City Council, the appointment of any member serving on the Board may be terminated for cause. The Mayor and City Council shall thereafter proceed with the appointment of a new member to complete the term of office.

Section 4. Compensation. No Board member shall receive any compensation from the City for his or her service on the Board.

Section 5. Duties of the Board.

A. The duties of the Board shall include, but not be limited to, the following:

1. To advise and make recommendations to the Manager, City Council and Chief of Police concerning police protection and services within the city;

2. To enhance police-community relations;
3. To review and make recommendations concerning Police Department policies, procedures and programs, including the budgetary implications thereof;
4. To review and make recommendations on all applications for new liquor licenses and for the renewal of liquor licenses when presented to the Board for review by the Chief of Police;
5. To promote public awareness of the City's police services and programs, including, but not limited to crime prevention and D.A.R.E.;
6. To hold public meetings from time to time to solicit public input regarding police services and programs;
7. To serve as a liaison between the Police Department and the community;
8. To encourage individuals and community groups to assist the Police Department in the implementation of police programs and services, including the provision of funds, manpower and property;
9. To review and make recommendations concerning the construction, development and purchase of police facilities and equipment; and
10. To review and make recommendations concerning such other and further matters as may be referred to the Board, from time to time, by the City Manager, the City Council, or the Chief of Police.

B. The Board shall make an annual report to the Mayor and City Council regarding its activities.

C. Notwithstanding the broad powers of the Board under subsection A of this section, the Board shall have no power or authority to investigate, review, or otherwise participate in matters involving specific police personnel or specific police related incidents.

Section 6. Meetings and Procedures.

A. The Board shall have at least one (1) regular meeting per month on such day of the month and at such time as may be determined by the Board. Special meetings may be held as often as the Board deems necessary. All meetings of the Board shall be open to the public, except as otherwise provided in the State Open Public Meetings Act. All requirements of the Open Public Meetings Act shall be followed by the Board.

B. For purposes of conducting the Board's business, exercising its powers and for all other purposes, a quorum of the Board shall consist of five (5) or more voting members. Any action taken by a majority of those present, when those present constitute a quorum at any regular or special meeting of the Board, shall be deemed and taken as the action and decision of the Board.

C. The members of the Board shall at the first meeting in April, or the first meeting after annual City Council appointments have occurred if the Board desires, select from among their members a chairman and a vice-chairman who shall serve in that capacity for a one year term commencing the first meeting of the year.

D. The Board shall adopt such rules of procedure as it deems necessary.

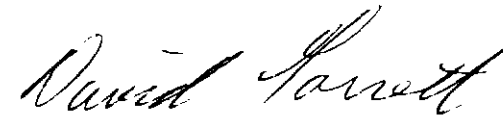
E. The Board shall tape record and keep minutes of all meetings held and all business transacted. All records of the Board shall be open for public inspection, except those that may be exempt from public disclosure under state law.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. This ordinance repeals Ordinance Nos 1913, 1975 and 1997, and all Ordinances or parts of Ordinances of the City of Mountlake Terrace in conflict herewith, be and the same, are hereby repealed.

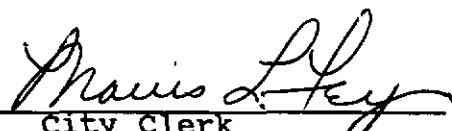
Section 9. This ordinance or a summary thereof consisting of the title, shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the City Council of the City of Mountlake Terrace this 15th day of July, 1996, and signed in authentication of its passage this 16th day of July, 1996.



MAYOR DAVID GOSSETT

ATTEST:


Deputy City Clerk

APPROVED AS TO FORM: Gregory G. Schrag, City Attorney

Ord/CPABAmnd.Ord

**CITY OF MOUNTLAKE TERRACE
ORDINANCE NO.XXXX**

**AN ORDINANCE OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON,
REPEALING AND REPLACING MOUNTLAKE TERRACE MUNICIPAL CODE
CHAPTER 2.40, RELATED TO THE COMMUNITY POLICING ADVISORY BOARD;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, a close relationship between the Police Department and the community is an essential part of a responsive and responsible city government; and

WHEREAS, the benefits of such a relationship are immeasurable for not only the Police Department, but also the residents, business community and City Officials; and

WHEREAS, as a means to bolster police-community relations, communications and community confidence the City has proposed that the Community Policing Advisory Board be reconstituted with recruitment beginning immediately following adoption of this Ordinance; and

WHEREAS, the City Council believes that this Board will be an important step in insuring quality community input and facilitate information exchange concerning police services within the City; and

WHEREAS, the City adopted Ordinance No. 2130 on July 15, 1996, establishing the Community Policing Advisory Board, now codified in Chapter 2.40 of the Mountlake Terrace Municipal Code ("MTMC"); and

WHEREAS, the City Council finds it is in the best interest of the City to establish a new model for the Community Policing Advisory Board.

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

Section 1. MTMC 2.40 Community Policing Advisory Board, Repealed. Mountlake Terrace Municipal Code Chapter 2.40 (Community Policing Advisory Board) is hereby repealed in its entirety.

Section 2. New MTMC Chapter 2.40 Community Policing Advisory Board, Adopted. A new Municipal Code Chapter 2.40 (Community Policing Advisory Board) is hereby adopted, to replace the chapter repealed in Section 1 of this Ordinance, and shall read as follows:

**Chapter 2.40
COMMUNITY POLICING ADVISORY BOARD**

Sections:

- 2.40.010 Established.**
- 2.40.020 Composition of Board.**

- 2.40.030 Appointment terms.**
- 2.40.040 Compensation.**
- 2.40.050 Duties of the Board.**
- 2.40.060 Meetings and procedures.**

2.40.010 Established.

There is hereby established for the City of Mountlake Terrace an advisory board known as the “Community Policing Advisory Board.”

2.40.020 Composition of Board.

The Board shall consist of seven (7) members, who shall meet the following qualifications:

- A. Not less than five (5) members shall be residents of the City of Mountlake Terrace;
- B. Not less than two (2) members shall be members of the City sponsored Diversity, Equity and Inclusion Commission;
- C. Not less than one (1) member shall represent the business community;
- D. Not less than one member shall be a student at Mountlake Terrace High School aged sixteen (16) to eighteen (18); and
- E. Not less than one (1) member with law enforcement experience for example a retired member of a law enforcement agency including, but not limited to, a Police Department, Sheriff’s Department, State Patrol or Military Police.

2.40.030 Appointment Terms.

All members shall be appointed by the Mayor, and confirmed by City Council.

- A. All appointments, except for vacancies, except the student at Mountlake Terrace High School, shall be appointed to four (4) year terms which shall expire on June 30 on the last year for which the term is made, provided, that members shall remain in office until their successors are appointed and confirmed. The term of the student representative shall be for one (1) year. The initial appointment of Board members in 2025 shall be staggered.
 - 1. Three members shall be appointed to four (4) year terms.
 - 2. Three members shall be appointed to two (2) year terms.
- B. Vacancies occurring otherwise than through the expiration of terms shall be filled through the remainder of the term of the member to be replaced. Vacancies shall be filled in the same manner as the original appointment.
- C. Regular attendance is necessary for the efficient operation and effective completion of business. Three non-excused absences from regular meetings in a calendar year shall constitute a resignation from the Board. A member may request that an absence be excused before the absence occurs. Any member who ceases to maintain the qualifications in Section 2 shall have forfeited their office.
- D. Upon motion by any member of the City Council, and approval by a majority of the City Council, the appointment of any member serving on the Board may be terminated for cause. The Mayor and City Council shall thereafter proceed with the appointment of a new member to complete the term of office.

2.40.040 Compensation.

No Board member shall receive any compensation from the City for their services on the Board.

2.40.050 Duties of the Board.

- A. The duties of the Board shall include, but not be limited to, the following:
 - 1. To advise and make recommendations to the Police Chief concerning police protection and services within the City;
 - 2. To enhance Police – Community relations;
 - 3. To review and make recommendations concerning Police Department policies, procedures and programs;
 - 4. To hold public meetings from time to time to solicit public input regarding police services and programs;
 - 5. To serve as liaison between the Police Department and the community;
 - 6. To review the Flock license plate reader program and provide independent review of the purposes for access.
- B. Annually, at the City Council meeting scheduled for that purpose, the Board shall report actions taken and recommendations during the previous calendar year.
- C. Notwithstanding the broad powers of the Board under subsection A of this section, the Board shall have no power or authority to investigate, review or otherwise participate in matters involving specific personnel or specific police related incidents.

2.40.060 Meetings and Procedures.

- A. The Board shall have at least one (1) meeting per quarter, four (4) meetings annually, on such day and such time as determined by the Board. Special meetings may be held as often as the Board deems necessary. All meetings of the Board shall be open to the public except as otherwise provided in the Open Public Meetings Act.
- B. For the purposes of conducting the Boards' business, exercising its powers, and for all other purposes, a quorum of the Board shall consist of four (4) voting members. Any action taken by a majority of those present, when those present constitute a quorum at any regular or special meeting of the Board, shall be deemed and taken as an action and decision of the Board.
- C. The members of the Board, at the first meeting of the new Board following City Council appointment and confirmation of new members, may select from among their members a Chairperson and Vice-Chairperson who shall serve in that capacity for two (2) years.
- D. The Board may adopt such rules and procedures as it deems necessary.
- E. The Board shall record and keep minutes of all meetings held and all business transacted.
- F. Board members shall attend training at the first meeting following City Council appointment and confirmation related to the Public Records Act and Open Public Meeting Act provided by the Municipal Research Services Center (MRSC) or the Association of Washington Cities (AWC) or other training approved by the City Attorney.
- G. The Police Chief, or designee, shall develop training related to the duties of the Board. The Police Chief, or designee, shall provide training to the Board at the first meeting following City Council appointment of members.

Section 3. Corrections. The City Clerk and codifiers of this 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 adoption and publication as required by law.

ADOPTED BY THE CITY COUNCIL ON XXXX XX, 2025.

Mayor Kyoko Matsumoto Wright

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
Hillary J. Evans, City Attorney

CITY OF MOUNTLAKE TERRACE

RESOLUTION NO. XXX

A RESOLUTION OF THE MOUNTLAKE TERRACE, WASHINGTON CLEARLY STATING THE CITY COUNCIL'S COMMUNITY VALUES

WHEREAS, the Mountlake Terrace City Council wants to assure our community that we are committed to creating a welcoming place for everyone; and

WHEREAS, the City of Mountlake Terrace is committed to ensuring the safety of everyone who lives here. Each and every Mountlake Terrace resident is a special human being and a valued member of our community; and

WHEREAS, the City strives to make efforts every day to help our residents feel safe, welcomed, and comfortable here. Mountlake Terrace continues to make significant strides in community outreach, engaging in many different ways with people who call Mountlake Terrace home; and

WHEREAS, under state law, the functions, powers, and duties of City officers and employees does not include responsibility for enforcement of federal immigration law; and

WHEREAS, the City Council wishes to identify as a goal the fostering of trust and cooperation between City personnel and law enforcement officials and the diverse and pluralistic society that makes up the City of Mountlake Terrace, to improve crime prevention and public safety; and

WHEREAS, local elected officials can and should lead the way forward in making inclusiveness and diversity priorities; and

WHEREAS, the good government of the City includes recognizing that all people are vital to our shared prosperity and that all people must be respected. and valued; and

WHEREAS, we are continuously committed to expanding our outreach and engagement efforts for our diverse community;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Statement of Values. The Mountlake Terrace City Council hereby adopts the following statement of values:

The Mountlake Terrace City Council wants to assure our community that we are committed to creating a welcoming place for everyone.

Recently, the City Council approved a contract to install Flock license plate readers with the goal of

locating criminal suspects more quickly in our City and assisting with locating missing and endangered persons.

Several community members expressed significant concern that the new cameras could be used for invasive purposes, especially in light of the actions taken recently by our federal government. We understand that concern and appreciate the thoughtful comments around this issue. City Council always welcomes public opinion and civic discourse on all issues, regardless of the outcome.

The City of Mountlake Terrace is committed to ensuring the safety of everyone who lives here. Each and every resident is a special human being and a valued member of our community. Flock data will not be used for immigration enforcement, monitoring political activity or protest, or tracking people traveling for reproductive healthcare. Further, Mountlake Terrace is committed to the Keep Washington Working Act and expects staff, vendors, and data-sharing partners to uphold it.

Transparency is a priority for the City. To that end, the City is sharing the Flock system policies with the public, and the template agreement we will use that allows neighboring police agency partners to access our camera systems. This agreement is clear and reflects the values of our diverse community, and the values found inside City Hall.

Because we are committed to transparency and open communication, the City will include a public facing page as part of our website which will explain what the Flock system is used for and provide updates on its progress including audit logs, usage data and agreements with other agencies accessing the system. The City will use our outreach tools, including the newsletter, social media and community conversations, to ensure our residents understand how the system is being used solely for public safety. Additionally, Flock system data will be presented in our quarterly Police Department report to City Council, which is shared in a public forum. And we will also share updates in our newsletter publication, which is mailed to each residential address in Mountlake Terrace.

Further, the City Council is committed to ensuring oversight of the use of the system complies with the intention for which it was adopted, and will create a sub-committee under the Diversity, Equity and Inclusion Commission, made up with Commission members and residents with relevant expertise and insight. The sub-committee will meet with the Police Department regularly to review metrics important to the community, such as published audit logs, usage data and agreements entered into with other police agencies, and report to the community regularly during their open meetings, to ensure our commitment to public accessibility and transparency.

Further, the City Council is committed to ensuring oversight of use of the system complies with the intention for which it was adopted, and will re-establish the Community Policing Advisory Board with members appointed by City Council. The Advisory Board will be charged with review of the Flock license plate reader program and provide independent review of metrics important to the community, such as published audit logs, usage data and agreements entered into with other police agencies, and to report to the community regularly during their open public meetings to ensure our commitment to public accessibility and transparency.

While we are proud of our progress, we recognize there is much work to be done and we are continuously committed to expanding our outreach and engagement efforts for our diverse community. These efforts are not only the right thing to do, but they also align with our governing Strategic Goals adopted by City Council, which steer the direction of the city. Our City goals include “Growing our Vibrant Community” to be “an active and dynamic community where arts, culture and

diversity thrive, fostering connections among community members who call Mountlake Terrace home,” and “An Informed and Engaged Community” where the city fosters engaged and well-informed diverse community members, who feel heard, empowered, and knowledgeable about the city’s actions and initiatives. (*Mountlake Terrace Strategic Plan, adopted July 2024.*)

As always, we welcome questions and feedback from our community members. Please reach out by phone or email if you have questions, we’re happy to have a conversation with you any time.

APPROVED BY THE CITY COUNCIL ON XXXX XX, 2025.

Mayor Kyoko Matsumoto Wright

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
Hillary Evans, City Attorney

Automated License Plate Readers (Flock Safety Cameras)

617.1 PURPOSE AND SCOPE

The Mountlake Terrace Police Department authorizes the use of Flock Safety cameras for law enforcement and community safety purposes. These devices gather and analyze the data to further enable the rapid identification and location of vehicles and vehicles associated to persons of legitimate interest to law enforcement.

The purpose of this policy is to establish guidelines for the use, management, and operation of Flock Safety cameras by the Mountlake Terrace Police Department. The Mountlake Terrace Police department is committed to utilizing Flock Safety cameras to enhance community safety, deter and solve crimes, maintain public trust, and support the overall mission of the department.

617.2 POLICY

The Flock Safety Falcon is a license plate reader (LPR). It is a system consisting of a camera and related equipment. The LPR cameras automatically, without human control, locate, focus on, and photograph vehicles and license plates that come into range of this device. The LPR cameras capture a contextual photograph of the vehicle, an image of the license plate, the geographic coordinates of where the image was captured, and the date and time of the recording. The LPR devices capture images of a vehicle rear license plate and transforms the image into alphanumeric characters. The data is then compared to official local, state, and federal database records, and alerts are delivered to authorized law enforcement users when a license plate of interest has been detected.

The LPR system does not intentionally identify any individual or conduct facial recognition analysis. It shall not be used by this department for the purpose of tracking speed or parking violations, immigration enforcement, or monitoring First Amendment expressive activity through the analysis of license plate characters. Officers can only identify the registered owner of a vehicle by querying a separate, secure state government database of vehicle license plate records, which is restricted and controlled by state law and department policy. The queries will be audited to ensure the system is being used correctly.

617.2.1 DEFINITIONS

Detection: The Flock system identifies and captures images of a vehicle license plate as they pass through the camera field of view. This process includes the automated recognition and recording of license plate numbers, vehicle characteristics, and the associated date, time, and location data. Detection enables the system to document and store information about vehicles for further analysis and investigation.

System Administrator: The Chief shall designate sworn personnel to serve as the department administrator. The administrator is responsible for management of the system and are responsible for system training, deployments, audits, etc.

Users: Authorized members who may utilize the LPR camera system/equipment. Authorized users are sworn personnel who have completed department system training.

Hit: Alert from LPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, a stolen vehicle, wanted person, missing/endangered person, criminal domestic violence investigation, or terrorist related activity.

Hot List: A list of license plates associated to vehicles of interest compiled of one or more databases including, but not limited to, NCIC, WACIC, local wanted subjects, AMBER and Silver alerts, etc. Vehicle of interest may include, but are not limited to, vehicle reported stolen, displaying stolen license plates, linked to missing/endangered/wanted persons, or flagged by law enforcement agencies due to association with criminal investigations or community safety concerns.

617.3 AUTHORIZED USE

In support of the mission of the department, law enforcement personnel, who are ACCESS certified, may use Flock Safety cameras for conducting criminal investigations or investigating community safety concerns. This includes, but not limited to:

- (a) Locating missing children and elderly or others who are vulnerable/endangered, including those who are associated with AMBER, Silver, and Missing Indigenous Person Alerts.
- (b) Locating vehicles reported stolen, wanted, or subject of a criminal investigation.
- (c) Locating witnesses and victims of violent crimes.
- (d) Purposes relating to training system users.
- (e) Supporting local, state, federal, and tribal community safety departments in the identification of vehicles and/or persons associated with criminal investigations, including investigations of serial crimes.

617.4 RESTRICTED USE

All members of the department shall abide by the policies and procedures related to Flock Safety cameras. Members are prohibited from using the system in the following circumstances:

- (a) For non work related purposes or otherwise outside legitimate law enforcement duties.
- (b) To collect data that is within public view and shall not be used for the sole purpose of monitoring individual or expressive activities protected by the First Amendment of the US Constitution.
- (c) For the purpose of immigration enforcement.
- (d) To investigate or issue infractions.
- (e) Purposes other than legitimate law enforcement or community safety purposes.
- (f) To target any person based on their actual or perceived age, color, creed, criminal history, disability, ethnic background, gender, gender expression or identity, lifestyle, marital status, national origin, partnership status, political affiliation or beliefs, pregnancy status, race, religion, sex, sexual orientation as defined by RCW 49.60.040, social or economic status, veteran status, and, to the extent permitted by law, alienage or citizenship status, or any other legally protected status.
- (g) To knowingly share information with organizations actively assisting Immigrations and Customs Enforcement.
- (h) Without a clearly articulated nexus to criminal activity associated with state law, the system shall not be used to specifically target or track the movement of vehicles traveling to or from healthcare facilities, including, but not limited to hospitals, clinics, mental health providers, or reproductive health care centers. This restriction applies irrespective of the vehicle origin, destination, or the medical services sought by the individuals.

617.5 ACCOUNTABILITY AND SAFEGUARDS

All saved data associated with the system will be encrypted and stored using CJIS standards. The information will be safeguarded and protected by clear policies and procedures that dictate when and how the data can be used. The department will observe the following regarding access, use, and dissemination of stored data:

(a) All data shall be accessible only through a user's unique login and password. The system documents all information by name, date, time, and reason for access.

(b) All non-law enforcement requests for access to stored data shall be referred to the Public Records Officer and processed in accordance with applicable law. Any questions related to disclosure shall be referred to the City Attorney.

(c) System data may be released to other authorized and verified law enforcement officials and agencies (subject to the Keep Washington Working Act RCW 10.93.160) when the information is intended for legitimate law enforcement purposes.

(d) System audits should be conducted on a periodic basis, but no less than once ~~a year~~ per quarter. A report will be forwarded to the Chief of Police, or designee. The quarterly audit report will be forwarded to City Council, posted on the City website and published in the City's newsletter.

(e) To the extent possible, vehicle and subject information will be verified through separate law enforcement information sources to confirm the information is accurate. To the extent possible, members must visually confirm the plate characters generated by the system correspond with the digital image of the license plate in question and query the plate through WACIC/NCIC to ensure the information is accurate.

(f) Members will enter the case number and reason associated with each search of the system. If there is no case number, members will clearly articulate the law enforcement or community safety purpose for the search. If the request comes from an outside entity, the unique ID of the request, the name of the person and if applicable the name of the Law Enforcement agency the person works for must be captured.

(g) Misuse of the system may result in discipline, including revocation of their access, legal repercussions and up to termination.

617.6 SYSTEM AUDITS

All access and use of the system is logged and stored according to the Washington State Law Enforcement Records Retention Schedule. It will be audited to ensure the system is being used per policy. Audit reports contain:

(a) ~~Ten~~ Twenty or more randomly selected inquiries.

(b) A case number or incident number associated with the investigation generating an inquiry.

(c) Date and time of access.

(d) The name of the agency employing the user.

(e) The name of the law enforcement user.

(f) The specific data accessed.

(g) If the request comes from an outside entity, the following must be captured: the unique ID of the request, the name of the person and, if applicable, the name of the requestor's Law Enforcement agency.

(h) As part of the quarterly audit Flock Camera Systems will be queried if they have had record requests for Mountlake Terrace Cameras.

617.7 DATA COLLECTION AND RETENTION

All system data uploaded to the department digital evidence management server shall be stored according to Washington State Law Enforcement Records Retention Schedule. Data will only be shared as outlined in the policy or required by law or court order.

(a) Flock Safety stores data and ensures proper maintenance and security of the data. The data is purged after 30 days of storage, and is not recoverable. Data related to criminal investigations or community safety concerns located within the 30 day storage period can be uploaded by members to its digital evidence storage.

(b) Images that are considered evidence will be stored in accordance with department policies and procedures.

Memorandum of Understanding for AUTOMATED LICENSE PLATE READERS DATA SHARING

This memorandum of understanding (“MOU”) is entered into by and between the City of Mountlake Terrace’s Police Department (“Mountlake Terrace”), and _____ (“Receiving Party”), and is effective on the date last signed (“Effective Date”). Mountlake Terrace and the Receiving Party agree as follows:

1. ALPR Data Shared for Limited Purpose.

Mountlake Terrace will share automated license plate reader (“ALPR”) data from its Flock Safety Automated License Plate Readers Program for the limited purpose of conducting criminal investigations and investigating community safety concerns and grants permission to the Receiving Party for use ALPR data for such limited purpose. Mountlake Terrace data shall not be shared with any entity or organization not a party to this agreement.

2. Term.

The Term of this MOU commences on the Effective Date. Either party may cancel this MOU with sixty days advanced written notice to the other party. Mountlake Terrace reserves the right to revoke access at any time if a reasonable determination is made that the terms of this Memorandum of Understanding, or the Mountlake Terrace policy provided to the Receiving Party has been violated.

3. Terms and Conditions for ALPR Data Sharing.

- a. ALPR technology and data shall not be used for the purpose of immigration enforcement.
- b. Without another clearly articulated nexus to activity that is or would be criminal in Washington State, ALPR technology and data shall not be used to specifically target or track the movement of vehicles traveling to or from healthcare facilities, including but not limited to hospitals, clinics, mental health providers, and reproductive health care centers. This restriction applies irrespective of the vehicle’s origin, destination, or the medical services sought by the individuals.
- c. ALPR technology and data shall not be used for the purpose of monitoring individual or expressive activities protected by the First Amendment of the United States Constitution.
- d. Users will not target any person based on their actual or perceived race, creed, color, national origin, citizenship or immigration status, sex, honorably discharged veteran or military status, sexual orientation as defined by RCW 49.60.040, or the presence of any

sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

- e. ALPR technology and data shall not be used for personal use, harassment, and any other usages that are inconsistent with the Mountlake Terrace Police Department's Flock Safety Policy, a copy of which has been provided to the Receiving Party.
- f. All non-law enforcement requests for access to or production of ALPR data shall be referred to the Receiving Party's public records disclosure manager or attorney and processed in accordance with applicable law or court rules.
- g. Receiving Party will ensure ALPR data is safeguarded and protected by clear policies and procedures that govern when and how the ALPR data can be used.
- h. Receiving Party will ensure ALPR data is shared only as outlined in this MOU or required by law or court rules.
- i. All requests for data from Mountlake Terrace camera systems must be accompanied by a specific search category. For example, "Community safety concern" or similar vague reasons is not an acceptable use of Mountlake Terrace camera systems.

4. General Terms.

- a. Each party shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other parties may incur or pay out as a result of this MOU.
- b. This MOU shall not be assigned, either in whole or in part, by either of the parties hereto.
- c. This Agreement shall be governed by the laws of the State of Washington; venue shall lie in Snohomish County.
- d. This MOU is made and entered into for the sole benefit of the parties. No third party shall be deemed to have any rights under this MOU.
- e. This MOU is executed on behalf of and by and through the authorized representatives of each Party.

Receiving Party:

_____ [name of agency]

By: _____ [signature line]

Name: _____ [name of signatory]

Title: _____

Date: _____

City of Mountlake Terrace Police Department

By: _____ [signature line]

Name: _____ [name of signatory]

Title: _____

Date: _____



STAFF REPORT

To: Mountlake Terrace City Council

From: Jeff Betz, Parks and Recreation Director

Meeting Date: September 25, 2025

Subject: Review Interlocal Agreement Amendment 3 with Edmonds School District

Required Reviews:

Jeff Betz	Created/Initiated - 09/18/2025
Jeff Betz	Approved - 09/18/2025
Sirke Salminen	Approved - 09/19/2025
Hillary Evans	New -
Carolyn Hope	-

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

Legislative History:

December 19, 2024 Amendment #3 to Interlocal Agreement with Edmonds School District for Recreational Facilities and Services

March 6, 2023 Amendment #2 to Interlocal Agreement with Edmonds School District for Recreational Facilities and Services

September 20, 2021 Amendment #1 to Interlocal Agreement with Edmonds School District for Recreational Facilities and Services

August 6, 2018 Interlocal Agreement with Edmonds School District for Recreational Facilities and Services

Subject Summary:

Staff are proposing changes to the Interlocal Agreement with Edmonds School District #15 (ESD) or Recreational Facilities and Services Agreement. In 2024, upon completion of the Evergreen Playfield #5 lighting project the Washington State Recreation and Conservation Office (RCO) requested a change to the interlocal agreement and will not reimburse the city for expenses until this occurs. RCO requested an additional term with the new expiration being December 31, 2048 and assurances the agreement cannot be terminated earlier unless there is cause. The state also requested we have specific language allowing the city to plan, design, engineer, permit, construct, and maintain improvements on school district property.

The city and ESD have a long history of sharing recreational facilities. In 1988, the city and ESD

entered into a mutual lease agreement that shared use at city-owned and district-owned facilities. This exchange involved the school district billing the city for use of Mountlake Terrace Junior High School's gym and fields, and in turn, the city billing the school district for use of the Recreation Pavilion's pool and racquetball courts. Over the next thirty years, property names and agreements changed: Mountlake Terrace Junior High is now Terrace Park Elementary, and a separate agreement has existed since 2002 covering the operation and maintenance of the gymnasium facility between the two entities.

In 2018 a new Recreational Facilities and Services Agreement between the city and district incorporated Terrace Park's athletic fields, Mountlake Terrace High School theater, both Kids Krew Before and After School sites, as well as the Pavilion's swimming pool and racquetball courts. An amendment was executed in 2021, Amendment #1 to the Recreation Facilities and Services agreement altered the reporting structure from a calendar year cycle to a school year to better match the district's needs. In 2023, Amendment #2 added 15 years to the agreement to comply with the state of Washington's Recreation Conservation Office (RCO) policies which require a minimum of 20 years for all youth athletic facilities (YAF) grants. The city was successful in the grant application process and was awarded a YAF grant for Evergreen Playfield #5 light replacement. Soon after completion of that lighting project in 2024, the state requested the city change the interlocal agreement again to comply with their new requirements. Staff between the two entities agreed to modified language and this was brought before council in December 2024 and approved. The school district later decided that they did not want to approve that language so we have been negotiating since that time. After consideration, the district approved Amendment #3, which is before you again today, with limited language that allows the city to apply for state grants on school district property but only after given approval by the school district. The other portion that the state wanted approved was a clause that would not allow the district to cancel the interlocal agreement earlier than that 20+ year term. The district has declined to include that language but did approve the amendment. The state is amenable with this change but wants the city to be aware that the removal of the newly installed amenities could trigger a conversion. The conversion would entail the city replacing that recreational amenity somewhere else. Similarly a conversion occurred at Jack Long Park a decade ago which was mitigated by the purchase of the Harms Property adjacent to Terrace Creek Park.

Financial/Budget Impacts:

Budget Amendment Required? _____ N/A

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

Community Notifications:

City Council Agenda

If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

N/A

Attachments:

1. Edmonds School District Use of City and District Recreation Facilities and Services ILA Amendment 3 _09.25.2025
2. Edmonds School District Use of City and District Recreational Facilities and Services ILA Amendment 2 _03.06.2023
3. Edmonds School District Use of City and District Recreational Facilities and Services ILA Amendment 1 _04.12.2022
4. Edmonds School District Use of City and District Recreational Facilities and Services ILA _08.07.2018

AMENDMENT NO. 3
THE USE OF CITY AND DISTRICT RECREATIONAL FACILITIES AND
SERVICES INTERLOCAL AGREEMENT

I. Parties.

This Amendment (“Amendment No. 3”) to the Use of City and District Recreational Facilities and Services Interlocal Agreement, executed in August 7, 2018, and Amendment No 1 to the Interlocal Agreement, executed in September of 2021, and Amendment No 2 to the Interlocal Agreement, executed in March 21, 2023 (together, “Agreement”) was entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between the City of Mountlake Terrace (“City”) and Edmonds School District #15 (“District”), both municipal corporations under the laws of the State of Washington (together, the “Parties”).

II. Recitals.

WHEREAS, the Agreement maximizes public benefit by implementing an agreement for the use of City and District facilities; and

WHEREAS, the mutual use of each Party’s facilities and services were equitable at the time the Agreement was entered into; and

WHEREAS, the terms of the agreement need to be amended to satisfy Washington State law regarding facility improvement grants through the Recreation and Conservation Office; and

NOW THEREFORE, IN CONSIDERATION of the benefits to be derived and the terms and conditions set forth herein the City and the District do hereby agree as follows:

III. Amendment.

Section 2.2 of the Agreement is hereby amended to read as follows:

2.2 The District hereby grants the City a license to use, subject to the terms and conditions of this Agreement, the following spaces or facility area: (a) The gym and commons area and related storage areas for the City’s Kids Krew before and after programs located at Madrona K-8 School and Mountlake Terrace Elementary School or any replacement facility thereof. (b) The Performing Theater at Mountlake Terrace High School for the City dance programs. The Theater will include 3 dates for performances and rehearsals. Two dates in June occurring prior to end of the Edmonds District school year. A Sunday for Dress Rehearsal, and the following Saturday for performance. Spring performance date will also include the choir and band rooms for rehearsals and photos. One Saturday in December for winter show with no additional rooms. The Theater use will also include theater production, staff, sound and lighting equipment. The City shall have first priority on Theater use,

subject only to the District's own use. During the term of this Agreement or any renewal thereof, the City shall notify District of the City's requested event date(s) for the following school year nine-months prior to the City's first requested date. The District will allow the City to undertake planning, design, engineering, permitting, construction and ongoing maintenance and stewardship activities of potential capital improvements at Terrace Park Playfields for City and community use. The City is responsible for all costs associated with these activities. The City and District agree that no award of a construction contract will be authorized until such time as all of the parties have approved the final plans, specifications, and cost estimates for any capital improvement (known as Evergreen Playfields #4, 5, and 6).

IV. Effect of Amendment.

Except as specifically set forth in this Amendment No. 3 all other terms and exhibits of the Agreement shall remain unmodified and in full force and effect.

V. Effective Date of Amendment.

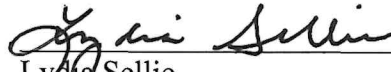
This Amendment No.3 shall become effective upon execution.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the dates indicated below:

City of Mountlake Terrace

Edmonds School District #15

Jeff Niten
City Manager


Lydia Sellie
Executive Director

Date: _____

Date: 9-9-2025

Approved as to Form

Hillary J. Evans
City Attorney

[illegible]

I certify that I know or have satisfactory evidence that on this 9 day of September, 2025, Lydia Sellie signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it, as the Exec. Director, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



 Print Name: Leslie Anderson
 Notary Public in and for the State of Washington,
 residing at Edmonds, wa
 My commission expires: 5/10/29

[illegible]

I certify that I know or have satisfactory evidence that on this ____ day of _____, 20____, _____ signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it, as the _____, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Print Name: _____
 Notary Public in and for the State of Washington,
 residing at _____
 My commission expires: _____

Updated September 9, 2025

AMENDMENT NO. 2
THE USE OF CITY AND DISTRICT RECREATIONAL FACILITIES AND
SERVICES INTERLOCAL AGREEMENT

I. Parties.

This Amendment (“Amendment No. 2”) to the Use of City and District Recreational Facilities and Services Interlocal Agreement, executed in August 7, 2018, and Amendment No 1 to the Interlocal Agreement, executed in September of 2021 (together, “Agreement”) was entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between the City of Mountlake Terrace (“City”) and Edmonds School District #15 (“District”), both municipal corporations under the laws of the State of Washington (together, the “Parties”).

II. Recitals.

WHEREAS, the Agreement maximizes public benefit by implementing an agreement for the use of City and District facilities; and

WHEREAS, the mutual use of each Party’s facilities and services were equitable at the time the Agreement was entered into; and

WHEREAS, the “Use of City and District Recreational Facilities and Services” includes the annual cost exchange deadline as January 31st as outlined in Section 5; and

WHEREAS, the Parties mutually agreed on Amendment 1 in September 2021 to adjust the cost exchange reporting period to September 30; and

WHEREAS, now the Parties mutually agree and desire to extend the total term of the Agreement an additional three (3) successive five-year periods for a total of five (5) successive five-year periods; and

WHEREAS, in light of the foregoing the Parties desire to amend Section 3 to reflect an extended term for the Agreement.

NOW THEREFORE, IN CONSIDERATION of the benefits to be derived and the terms and conditions set forth herein the City and the District do hereby agree as follows:

III. Amendment.

Section 3 of the Agreement is hereby amended to read as follows:

Term. This Agreement shall take effect on the 6th day of March, 2023 (“Effective Date”), and shall continue in full force and effect until December 31, 2023. Unless terminated earlier as provided herein, this Agreement may be renewed for five (5) successive five-year periods by mutual written agreement. Ninety (90) days prior to the end of calendar year 2023 and prior to the end of each renewal(s) period(s) thereafter, each Party shall provide written notice of

its intent to renew this Agreement.

IV. Effect of Amendment.

Except as specifically set forth in this Amendment No. 2 all other terms and exhibits of the Agreement shall remain unmodified and in full force and effect.

V. Effective Date of Amendment.

This Amendment No.2 shall become effective upon execution.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the dates indicated below:

City of Mountlake Terrace

Andrew Neiditz

Andrew Neiditz
Interim City Manager

Date: 3/21/2023

Edmonds School District #15

Lydia Sellie

Lydia Sellie
Executive Director

Date: 3/1/2023

Approved as to Form

HJE

Hillary J. Evans
City Attorney

STATE OF WASHINGTON)
) ss.
 COUNTY OF SNOHOMISH)

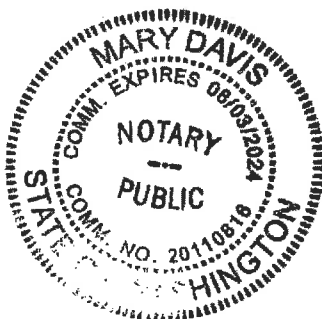
I certify that I know or have satisfactory evidence that on this 21 day of March, 2023,
Andrew Neiditz signed this instrument, on oath stated that they were authorized
 to execute the instrument, and acknowledged it, as the City Manager, to be the free and
 voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Rebecca R Guillén
 Print Name: Rebecca R Guillén
 Notary Public in and for the State of Washington,
 residing at Marysville WA
 My commission expires: 2/19/2026

STATE OF WASHINGTON)
) ss.
 COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that on this 1st day of March, 2023,
Lydia Sellie signed this instrument, on oath stated that they were authorized
 to execute the instrument, and acknowledged it, as the Executive Director, to be the free and
 voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Mary Davis
 Print Name: Mary Davis
 Notary Public in and for the State of Washington,
 residing at Cynnwood, WA
 My commission expires: 8/3/2024

Updated February 22, 2023

AMENDMENT No. 1
AGREEMENT TO AMEND INTERLOCAL AGREEMENT

Use of City and District Recreational Facilities and Services Dated August 7, 2018

I. Parties.

This Amendment ("Amendment No. 1") to the Use of City and District Recreational Facilities and Services Interlocal Agreement ("Agreement") is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between the City of Mountlake Terrace ("City") and Edmonds School District #15 ("District"), both municipal corporations under the laws of the State of Washington who are collectively referred to herein as "Parties".

II. Recitals.

WHEREAS, City and District entered into the Agreement in August 2018, which is currently in effect; and

WHEREAS, the Agreement maximizes public benefit by implementing an agreement for the use of City and District facilities; and

WHEREAS, the mutual use of each Party's facilities and services were equitable at the time the Agreement was entered into; and

WHEREAS, the "Use of City and District Recreational Facilities and Services" includes the annual cost exchange deadline as January 31st as outlined in Section 5; and

WHEREAS, the City and the District mutually agree and desire to amend this date to reflect the school year calendar; and

WHEREAS, in light of the foregoing the Parties desire to amend Section 5 to reflect a date of reporting cost exchange information by September 30.

NOW THEREFORE, IN CONSIDERATION of the benefits to be derived and the terms and conditions set forth herein the City of Mountlake Terrace and the Edmonds School District # 15 do hereby agree as follows:

III. Amendment.

Section 5 of the Agreement is hereby amended to read as follows:

Annual Cost Exchange. The City's Recreation and Parks Department and the District's Facilities Operations Department shall exchange a cost report by September 30, 2021 and every year thereafter during the term or renewal terms of this Agreement. Each report shall state the cost of labor, utilities, supplies, replacement equipment and damages attributable to the other Party's use of recreational facilities subject to this Agreement for that calendar year. The use of facilities under an Interlocal Cooperation Agreement, dated February 2002 and as amended between the parties hereto shall be valued on the formula(s) and other provisions set forth in that Agreement. District facilities not currently under an Interlocal Cooperation Agreement shall be valued under the terms of District Policy 4260 and Procedure

4260P 'Community Use of District Facilities,' copies attached as **Exhibit "C"** and incorporated by this reference as though fully set forth. The Kids Krew sites and theater will be billed to the City at the Group 2A rate for each facility according to District Policy 4260. City Facilities not currently under an Interlocal Cooperative Agreement between the Parties hereto shall be valued under the terms of the Recreation and Park Fee Schedule approved by City Council annually. In the event that either Party determines that these annual cost reports do not demonstrate that the Parties use of the facilities subject to this Agreement are not of similar or acceptable value, the City's and the District's Designated Representatives shall meet to discuss opportunities to either increase or decrease one or the other's use of City or District facilities.

IV. Effect of Amendment.

If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected but continue in full force. The terms and conditions set forth in this Amendment are not intended to conflict with the terms and conditions of any other Interlocal Agreement in effect at the time of this agreement's adoption. In the event of such a conflict, the parties mutually agree to negotiate a settlement or adjustment to the terms and conditions contained in any conflicting language thereof. Except as specifically set forth in this Amendment No. 1 all other terms and exhibits shall remain unmodified and in full force and effect.

V. Effective Date of Amendment.

This Amendment No. 1 shall become effective upon the day the second Party executes this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the dates indicated below:

For the City of Mountlake Terrace

For Edmonds School District #15



Scott Hugill
City Manager

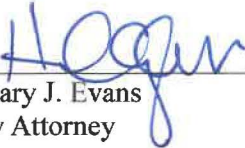


Lydia Sellie
Executive Director, Business and Finance

Date: 4/12/2022

Date: 3-22-2022

Approved as to Form



Hillary J. Evans
City Attorney

STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that on this 22nd day of March, 2022,
Lydia Sellie signed this instrument, on oath stated that they were authorized
to execute the instrument, and acknowledged it, as the Exec. Director, to be the free and
voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Erin Verschoor
Print Name: Erin Verschoor
Notary Public in and for the State of Washington,
residing at Lynnwood, WA
My commission expires: 9/1/2023

STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that on this 12th day of April, 2022,
Scott McGill signed this instrument, on oath stated that they were authorized
to execute the instrument, and acknowledged it, as the City Manager, to be the free and
voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Rebecca R Guillen
Print Name: Rebecca R Guillen
Notary Public in and for the State of Washington,
residing at Snohomish Co / Edmonds WA
My commission expires: 2/19/2026

Updated August 20, 2021

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF MOUNTLAKE TERRACE
AND
EDMONDS SCHOOL DISTRICT NO. 15
FOR USE OF CITY AND DISTRICT
RECREATIONAL FACILITIES AND SERVICES**

This Agreement is created under the authority of Chapter 39.34 RCW of the Interlocal Cooperation Act ("Agreement" or "License") and is entered into on this 7th day of August, 2018 by and between the Edmonds School District #15 and the City of Mountlake Terrace, both municipal corporations under the laws of the State of Washington (individually "Party" and collectively "Parties"), hereafter referred to as "District" and "City" respectively.

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between government agencies; and

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) two or more public entities may contract with one another to perform governmental services which each is by law authorized to perform; and

WHEREAS, the Parties to this Agreement each have the power and authority to individually perform the task and activities of this Agreement; and

WHEREAS, the City and District currently have existing agreements, namely, 2000 Capital Facilities Agreement and the companion 2002 Operation and Maintenance Agreement for Terrace Park School as amended in 2014; 1987 Mutual Lease for Mountlake Terrace Junior High School Playfield; and 2007 Rental Credit towards the use of Mountlake Terrace High School Multi-Use Turf Field; and

WHEREAS, the Parties desire to terminate the 1987 Mutual Lease for Mountlake Terrace Junior High School Playfield and supersede with a new Agreement to provide administrative consistency, and mutual equity to the above named agreements; and

WHEREAS, the District desires to continue to provide use of the Terrace Park School Playfield, previously known as Mountlake Terrace Junior High School Playfield as recreational assets to the City and the City desires to continue to provide use of the Recreation Pavilion located at 5303 228th Street SW, Mountlake Terrace, WA 98043 to the District.

NOW THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide administrative and financial equity to the City and District in regards to City use, use by sports groups, Mountlake Terrace sponsored programs designed by the City, and Athletic or recreational use by District of amenities located at the City of Mountlake Terrace Recreation Pavilion.

2. Grant of License/ Use of Facility.

2.1 District hereby grants to City a license to use and occupy, subject to the terms and conditions of this Agreement, the Terrace Park ("Playfield"); the legal description which is set forth in Exhibit "A" attached hereto and made a part hereof by reference. The use of the Playfield by the City is subject to the primary right of use by the District in its own educational program. The District's right of use shall be absolute during each regular school attendance day of the 180 day school year between the hours of 7:30 a.m. and 3:30 p.m. with maintenance exceptions for the city to work around school district programs on the fields.

2.2 The District hereby grants the City a license to use, subject to the terms and conditions of this Agreement, the following spaces or facility area: (a) The gym and commons area and related storage areas for the City's Kids Krew before and after programs located at Madrona K-8 School and Mountlake Terrace Elementary School or any replacement facility thereof. (b) The Performing Theater at Mountlake Terrace High School for the City dance programs. The Theater will include 3 dates for performances and rehearsals. Two dates in June occurring prior to end of the Edmonds District school year. A Sunday for Dress Rehearsal, and the following Saturday for performance. Spring performance date will also include the choir and band rooms for rehearsals and photos. One Saturday in December for winter show with no additional rooms. The Theater use will also include theater production, staff, sound and lighting equipment. The City shall have first priority on Theater use, subject only to the District's own use. During the term of this Agreement or any renewal thereof, the City shall notify District of the City's requested event date(s) for the following school year nine-months prior to the City's first requested date.

2.3 The City hereby grants to the District the right to use and occupy, subject to the terms and conditions of this Agreement, the Recreation Pavilion Swimming Pool and Racquetball Courts located at 5303 228th St. SW, Mountlake Terrace, WA 98043, for up to 300 hours per year (including lifeguard services). The use of the City's Terrace Recreation Pavilion Swimming Pool and Racquetball Courts by the District shall be subject to the scheduling of such use by the City. The City shall make every reasonable effort to accommodate the needs of the District during its regular school hours.

3. Term. This Agreement shall take effect on the ____ day of August, 2018 ("Effective Date"), and shall continue in full force and effect until December 31, 2023. Unless terminated earlier as provided herein, this Agreement may be renewed for two (2) successive five-year periods by mutual written agreement. Ninety (90) days prior to the end of calendar year 2023 and prior to the end of each renewal(s) period(s) thereafter, each Party shall provide written notice of its intent to renew this Agreement.

4. Scope. The District shall utilize the City's Recreation Pavilion amenities including the pool and racquetball courts for District programs. The City shall utilize the District's Playfields at Terrace Park School for City and community use (known as Evergreen Playfields #4, 5, and 6), operate childcare sites at Madrona K-8, located at 9300-236th St. SW, Edmonds, WA 98020 and Mountlake Terrace Elementary, located at 22001-52nd Ave. W., Mountlake Terrace, WA 98043 and utilize the theater at Mountlake Terrace High School, located at 21801 44th Ave. W., Mountlake Terrace, WA 98043 for productions.

4.1 The District shall:

4.1.1 Provide for operations and maintenance of the District owned properties related to the childcare operations at Madrona K-8 and Mountlake Terrace Elementary, and the High School (HS) Theater. Provide for operations and maintenance of District owned athletic field areas outside of the playing surface on E-6 from the athletic track outward and outside of all fenced areas on Evergreen 4/5 as depicted in Exhibit "B", attached hereto and incorporated by reference as though fully set forth.

4.1.2 Provide the City with a quarterly request at least thirty (30) days prior to commencement of said quarterly schedule of the District's planned use of the facilities.

4.1.3 The District shall use an estimated 300 hours of the Recreation Pavilion and its amenities annually.

4.2 The City shall:

4.2.1 Provide for operations and maintenance of the District owned athletic fields at Terrace Park Elementary. The City will maintain the play surface areas inside the track on E-6, and inside the fenced area on E-4/5, as depicted in Exhibit "B".

4.2.2 Provide the District with detailed information regarding the City's actual use of the facilities, which includes, but is not limited to actual quarterly usage hours, gross quarterly revenues, number and nature of special events, type and name of entity using the facilities, and other information which will reasonably inform the District of the benefit to the City of the City's use of the facilities.

4.2.3 The City shall use an estimated 3 days per year of the HS theater and its amenities, and shall use on all school days, before and after school, the childcare areas identified at Madrona K-8 and Mountlake Terrace Elementary.

5. Annual Cost Exchange. The City's Recreation and Parks Department and the District's Facilities Operations Department shall exchange a cost report by January 31st, 2019 and every year thereafter during the term or renewal terms of this Agreement. Each report shall state the cost of labor, utilities, supplies, replacement equipment and damages attributable to the other Party's use of recreational facilities subject to this Agreement for that calendar year. The use of facilities under an Interlocal Cooperation Agreement, dated February 2002 and as amended between the parties hereto shall be valued on the formula(s) and other provisions set forth in that Agreement. District facilities not currently under an Interlocal Cooperation Agreement shall be valued under the terms of District Policy 4260 and Procedure 4260P 'Community Use of District Facilities,' copies attached as **Exhibit "C"** and incorporated by this reference as though fully set forth. The Kids Krew sites and theater will be billed to the City at the Group 2A rate for each facility according to District Policy 4260. City Facilities not currently under an Interlocal Cooperative Agreement between the Parties hereto shall be valued under the terms of the Recreation and Park Fee Schedule approved by City Council annually. In the event that either Party determines that these annual cost reports do not demonstrate that the Parties use of the facilities subject to this Agreement are not of similar or acceptable value, the City's and the District's Designated Representatives shall meet to discuss opportunities to either increase or decrease one or the other's use of City or District facilities.

6. Allocation of Funding of Expenses.

6.1 Operation and Maintenance Obligations: The City shall keep a quarterly accounting

of all sums expended in relation to its obligation under this Agreement and calculate the financial obligations under this Agreement based upon the following formulas:

District's Cost= % of available hours utilized by School District x Total annual operating costs of the Recreation Pavilion attributed to the swimming pool

6.2 The City will utilize actual staff costs for lifeguards and benefit amounts that approximate the midpoint of the staff salary schedule for a Recreation Leader I Lifeguard plus 25% for benefit costs. Any classroom uses of the pool beyond swim team will be valued at City party rate published in the Recreation and Park Fee Schedule, updated annually.

7. Payment. The City and the District shall by April 1st of 2019, and every year thereafter during the term of this Agreement or the term of any renewal(s), pay the other Party for their respective cost for use of the facilities as calculated and identified by the annual cost report.

8. Interlocal Cooperation Act Provisions.

8.1 Purpose. See Section 1 above.

8.2 Duration. In accordance with Section 3 above this Agreement shall continue until December 31, 2023 unless terminated earlier herein or renewed by mutual agreement as provided.

8.3 Organization of Separate Entity and its Powers. No separate legal entity is intended to be created pursuant to this Agreement.

A. Administration of this Agreement shall be as set forth in Section 14 below.

B. The manner of acquiring, holding and disposing of property shall be as set forth in Section 15 below.

8.4 Filing of Agreement. This Agreement shall be posted on the website of the District or other electronically retrievable public source in accordance with the provisions of RCW 39.34.040.

9. Indemnification and Hold Harmless. Each of the Parties shall defend, indemnify, and hold the other Party, their officers, officials, employees and agents harmless from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from that other party's negligent acts or omissions in performing under this Agreement or Contract. No Party will be required to defend, indemnify, or hold the other Party harmless if the claim, suit or action for injuries, death, or damages is caused by the sole negligence of that party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each Party agrees that its obligations under this provision include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this reason, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

10. Required Insurance. Each Party shall maintain its own insurance and/or self-insurance

or equivalent insurance pool coverage for its liabilities 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 or equivalent insurance pool coverage shall not limit the liability of the indemnifying Party to the indemnified Party.

11. No Assignment without Authorization. Neither Party shall assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other Party. Written authorization shall not be unreasonably withheld.

12. Notice. Each notice or communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours to the Party to whom such communication is directed or three working (3) days after being sent by regular mail, to the following address:

City of Mountlake Terrace
c/o Director, Recreation & Parks Department
5303 228th Street SW
Mountlake Terrace, WA 98043

Edmonds School District #15
c/o Director, Facilities Operations
20420 68th Avenue W
Lynnwood, WA 98036

13. Dispute Resolution. If either Party claims that the other Party has breached any term of this Agreement, the following procedures shall be followed if and when informal communications, such as telephone conversations, emails or face to face meetings fail to satisfy the claiming Party, or one of the Parties elects to trigger the dispute resolution process at any time, in the event of disputes or disagreements concerning programming or uses.

A. The claiming Party's Designated Representative shall provide a written notice to the other Party's representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of the Agreement which the complaining Party alleges was violated.

B. The responding Party's Designated Representative shall respond to the notice in writing within fifteen (15) working days. The response shall state the responding Party's position as well as what, if any, corrective action the responding Party agrees to take.

C. The complaining Party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fourteen (14) working days of receipt of the responding Party's reply unless otherwise mutually agreed upon. If dissatisfied, the complaining Party shall call an in-person meeting to include the respective department directors. The meeting shall occur within a reasonable period of time and shall be attended by the designated representatives of each Party, and such others as they individually invite.

D. If the complaining Party remains dissatisfied with the results of the meeting, it shall then refer the matter to the District's Superintendent and City's City Manager, or their designees, for resolution. If the issue is not resolved at this level within thirty (30) days, then either Party may require in writing that the matter shall be reviewed in a non-binding, structured mediation process developed on a cooperative basis by the Parties and the Parties shall consider in good faith

any recommendations or settlements arising from such process. All of the steps preceding shall be a prerequisite to either Party suing under this Agreement for breach, specific performance, or any other relief related to this Agreement.

14. This Agreement supersedes and replaces the Lease Agreement dated September 1, 1987 between the Parties for the facilities and premises referred to herein and as legally described in Exhibit A, and upon the Effective Date of this Agreement, the same shall be null and void.

15. Severability. If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected but continue in full force.

16. Designated Representative. Each Party shall designate a person who shall be responsible for handling the administrative needs regarding the use of any facilities subject to this Agreement and the implementation of this Agreement. The City's Designated Representative shall be the Recreation and Parks Director. The District's Designated Representative is the Director of Facilities Operations.

17. Real and Personal Property. The City owns the real property on which the Recreation Pavilion is located, and the District owns the real property on which the Terrace Park School fields, as identified in Exhibit B are located, the Madrona K-8, Mountlake Terrace Elementary, and Mountlake Terrace High School. This Agreement does not contemplate the transfer of ownership of any of the real property, and does not limit the District's ability to comply with its statutory obligations regarding use and disposition of school district property under Chapter 28A.335 RCW. By entering into this Agreement, the Parties do not intend to jointly acquire or hold any real or personal property; provided, the Parties may make available to each other, as a matter of convenience, athletic equipment and other personal property normal and incidental to use of the recreational facilities that are the subject of this Agreement. If any such personal property items are shared, the Parties shall maintain records indicating the nature and quantity of the items shared. Ownership of any such personal property shall remain with the Party who purchased the property.

18. Non-Waiver. The failure by either Party to insist on strict performance of or compliance with any term or condition of this Agreement by the other Party shall not constitute or be construed as a waiver or relinquishment of the Party's right thereafter to insist on strict performance of or compliance with that term or condition, or any other term or condition, of this Agreement, and the same shall continue in full force and effect.

19. Records. Each Party shall maintain records necessary to carry out the purposes of this Agreement in accordance with generally accepted accounting principles. Such records shall be available during normal working hours for review by the other Party, its accounting representatives, and the State Auditor.

20. No Conflict; Controlling Provisions. The terms and conditions set forth in this Agreement are not intended to conflict with the terms and conditions of the 2002 Operation and Maintenance Agreement for Terrace Park School. Unless stated otherwise in this Agreement, in the event of an irreconcilable conflict between a provision in the 2002 Operation and Maintenance Agreement for Terrace Park School and this Agreement, the provisions of this Agreement shall control.

21. No Agency Relationship. The Parties to this Agreement are independent entities. This Agreement does not and shall not be interpreted or construed to create any agency relationship between the Parties.

22. Interpretation/Venue. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action arising out of or related to this Agreement shall be in the Snohomish County Superior Court.

23. Termination of Prior Agreement. Upon the Effective Date of this Agreement, the prior Agreement, the 1987 Mountlake Terrace Junior High School Playfield Agreement as amended, shall be terminated, superseded and replaced in its entirety by this Agreement.

24. Effective Date of Agreement. The effective date ("Effective Date") of this Agreement shall be the last date that this Agreement is executed either by District or City.

For the City of Mountlake Terrace

For Edmonds School District #15



Scott Hugill
City Manager

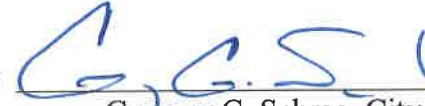


E. Kristine McDuffy, Ed.D.
Superintendent

Date Signed: 8/6/18

Date Signed: 8/7/18

APPROVED AS TO FORM:



Gregory G. Schrag, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that on this 9th day of August, 2018, SCOTT HUGEN signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it, as the CITY MANAGER, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



[Signature]
Print Name: MICK HORTON

Notary Public in and for the State of Washington,
residing at MOUNTAIN TERRACE

My commission expires: 6-13-2020

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that on this 7th day of August, 2018, E. Kristine McDuffy signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it, as the Superintendent, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



[Signature]
Print Name: Christine J. Hansen

Notary Public in and for the State of Washington,
residing at Camano Island

My commission expires: 12-3-2020

EXHIBIT "A"

Legal Description Area 3

- (A) Lots twenty (20) to thirty-six (36) inclusive and the north 63.6 feet of lot thirty-seven (37), Block One (1) and all of Block Two (2), Mount-Lake Terrace Div. No. 28, According to plat thereof recorded in Volume 13 of Plats, page 83, records of said county.
- (B) All that portion of the west half of the southeast quarter of the southwest quarter of Section twenty-eight (28), Township twenty-seven (27) North, Range Four (4) East, W.M., not included in the plat of Mount-Lake Terrace Div. No. 28. EXCEPT the north and south 30 feet thereof for county roads.
- (C) All that portion of the north half of the northeast quarter of the southeast quarter of the southwest quarter of Section twenty-eight (28), Township twenty-seven (27) North, range Four (4) East, W.M., described as follows:

Beginning at the southwest corner of said subdivision; thence south 88 43'25" east along the south line of said subdivision 209.36 feet; thence north 0 00'20" east 203.24 feet; thence north 88 43'05" west 209.19 feet to an intersection with the west line of said subdivision; thence south 0 02'18" west along the west line of said subdivision 302.26 feet to the point of beginning. EXCEPT road.

EXHIBIT "B"



EXHIBIT “C”

District Policy 4260 and Procedure 4260P ‘Community Use of District Facilities’

Policy: 4260

Section: 4000 - Community Relations

Community Use of School Facilities

It is the policy of Edmonds School District that district-owned buildings and facilities are public property, to be used in the best interests of the entire community within a nominal fee structure. Subject to the stipulation that all Edmonds School District uses of district-owned buildings and facilities have priority over any other uses, community groups are encouraged to make use of district facilities.

To ensure that district facilities meet federal Drug-Free workplace requirements, the sale or consumption of alcohol or other controlled substances is prohibited on school properties during community use of school facilities.

The superintendent or designee shall be responsible for implementing board policy by establishing and maintaining a rental schedule, and rules and procedures for the use of facilities.

Legal References: RCW 28A.335.040 Surplus school property, rental, lease, or use of—Authorized—Limitations.
 RCW 28A.335.080 Surplus school property, rental, lease, or use of—Community use not impaired.
 RCW 28A.335.150 Permitting use and rental of playgrounds, athletic fields or athletic facilities.

Adoption Date: 11.5.73

Edmonds School District

Classification: Essential

Revised Dates: 08.25.75; 06.18.85; 07.19.88; 09.08.93; 09.08.09; 11.17.09; 04.25.17

Procedure Community Use of School Facilities

Facilities of Edmonds School District, including all schools, grounds, support sites, and unoccupied buildings, are public assets owned by the district and integral to the mission of the district. The district encourages the responsible use of its facilities by the community, so long as that use does not conflict or constrain the educational mission of the district, or inhibit its normal activities.

This regulation sets forth the requirements and guidelines for the occasional use of district facilities by the community. It does not apply to activities scheduled through other public entities that have interlocal agreements with the district to schedule and manage community use of district indoor or outdoor facilities. It also does not apply to facilities leased from the district through short or long-term contracts. It is applicable to all other users of district facilities, including school district employees who wish to schedule use of facilities for activities that are not sponsored by the school or district.

Important! Any regularly scheduled school activity or district sponsored community event shall have priority in the use of district facilities. The Community Use Office shall make every attempt to notify a displaced community user in advance and reschedule or relocate displaced events.

Important! When school is closed for any reason, all community use will also be canceled.

Important! At no time may any facility user sublet district facilities to a third party.

A. ADMINISTRATIVE RESPONSIBILITY FOR APPROVAL/SCHEDULING

Indoor use of operating schools, and all district-level facilities, outdoor fields/facilities, including the district stadium and parking lots: Director of Facilities Operations

Kitchens: Director of Food Services, in consultation with the school principal

B. FEES FOR USE OF DISTRICT FACILITIES

Fees shall be approved by the Board of Directors and implemented under the direction of the Director of Facilities Operations. User classifications for determining fees and priority are defined below. Current fee schedules are available on the district website, www.edmonds.wednet.edu; under the Community tab and link to Community Use of District Facilities; or by calling the Community Use Office located in the field house at Lynnwood High School at 425/431-3844 or 425/431-5312.

The district recognizes that not all events fit exactly into these classifications and a few may be of an extraordinary circumstance. These situations are very rare and classification and fees will be determined by district staff.

If a community use event fits largely within a classification, those fees will apply and the event or user will not be exempt from classification or fees.

All decisions of the district are final. The district reserves the right to deny use of its facilities when, in the judgment of the Director of Facilities Operations, it is not in the best interest of the district.

C. USER CLASSIFICATIONS

Group 0: Official programs and groups that operate under the direction and authority of the Edmonds School District Board of Directors

Examples include, but are not limited to: Associated Student Body (ASB) activities; staff committees; citizen advisory groups such as Citizens Planning Committee (CPC); school site councils, professional development activities of district staff planned and managed by district staff.

Group 1: Non-profit organizations formed for the sole purpose of supporting Edmonds School District schools

Important! All organizations claiming to be nonprofit shall submit their IRS Determination Letter at the time of application. No exceptions.

Examples include, but are not limited to: PTAs; PTSAs; PSOs; Booster Clubs, Edmonds School District employee associations/unions; Edmonds Alumni Association, Edmonds Public Schools Foundation.

Note: Group 1 users are subject only to custodial, site supervisor, and kitchen use fees when applicable; they are not charged scheduling or room rental fees.

Group 2 Nonprofit 501(c)3

Important! All organizations claiming to be nonprofit shall submit their IRS Determination Letter at the time of application. No exceptions.

Group 2 A: In district nonprofit 501(c)3 youth service organizations with 90% or more participation from students residing within Edmonds School District boundaries

Examples include, but are not limited to: YMCA/YWCA of Snohomish County; Edmonds or Alderwood Boys and Girls Clubs; Pacific Little League; Alderwood Little League; MTYAA; local troops of Girl/Boy Scouts of America; community based special interested clubs for youth (such as chess clubs and foreign language clubs); Sno-King Youth Club, Clothes for Kids; church youth groups.

For indoor venues, this classification will pay all Group 2 room charges up to the annual limits listed:

1 to 200 hours	\$ 600
201 to 400 hours	\$1,200
401 to 600 hours	\$1,800
601 to 1,200 hours	\$2,900
1,201 or more hours	\$3,500

All Group 2 non-room indoor charges (scheduling, site supervisor, custodial, kitchen, and technical support) apply.

Note: If certain teams/program within a qualifying organization do not meet the criteria of Group 2A above, the organization will pay Group 2 rates without the annual cap for those teams/programs. Team coaches will submit their league registrations and/or league roster at the time of application. Program directors for non-sports organizations will submit their participant registrations at time of application. Any organization found to be falsifying community use required documents will be suspended for the remainder of the season for the first offense. In the event of a second offense the organization will be suspended for one year.

For outdoor venues, this classification will pay the Group 2A outdoor fee table rates.

Group 2B: Out of district nonprofit 501(c)3 youth services organizations with less than 90% participation from students residing within Edmonds School District boundaries

Examples include, but are not limited to: Great Seattle Surf Soccer Club; Patriots Fastpitch; Blaze Fastpitch; Northwest Junior Volleyball Club; Cascade Youth Symphony

For indoor venues, this classification will pay the Group 2 indoor fee table rates without an annual cap.

For outdoor venues, this classification will pay the Group 2B outdoor fee tables rates.

Group 3: Nonprofit 501(c)3 Organizations that do not fit Group 2A or Group 2B definitions, adult groups, and other public agencies that do not have reciprocal facility use agreements with the district

Important! All organizations claiming to be nonprofit shall submit their IRS Determination Letter at the time of application. No exceptions.

Examples include, but are not limited to: local cities; Snohomish County; state agencies; Rotary Clubs; Chamber of Commerce; Kiwanis; adult sports groups; church general services

This classification will pay the Group 3 rates.

Group 4: For profit entities and private events

Examples include, but are not limited to: businesses; professional or semi-professional sporting and performing arts activities; professional seminars and promotion events; for profit educational institutions; commercial hobby and craft ventures; wedding receptions, birthday parties, or other activities for which public halls or commercial facilities are generally available.

This classification will pay the Group 4 rates.

D. APPLICATION PROCEDURE FOR THE USE OF FACILITIES

An application must be submitted to the Community Use Office at least 14 calendar days prior to the scheduled event via the online scheduling link available on the district website, or by email or telephone. The Community Use Office will process the online request or prepare a Facility Use Permit (A170 Form). This requirement applies to ALL classification of users.

If kitchen facilities are to be used, approval of the Director of Food Service is also required prior to issuance of the permit. Contact Food Service directly at 425.431.7082. The Director of Food Services will determine if a health permit is required; if so, it must be obtained from the Snohomish County Health Department prior to the event.

Important! All applicants not using the online scheduling link must sign and return the Facility Use Permit (A170 Form) before their events begin. Events without a signed Facility Use Permit may be canceled.

Organizations must book their own events. At no time may any facility user sublet district facilities to a third party. Any shared use of a district facility shall be approved in advance by the responsible administrator or designee.

All classifications of users: **Room rentals**, except gyms, are approved on a first come, first served basis in order of classification and using the priorities listed in Section J.

Gym and field scheduling requests are handled on a seasonal basis. The sports season and request submission deadlines are outlined below. Seasonal applications will be accepted on the opening date or first business day (Monday through Friday) following the opening date. Acceptance of applications will end on the closing date or on the first business day following. The Community Use Office business day is Monday through Friday from 8 AM until 4 PM. Applications may be made in person at the Educational Service Center (ESC) or electronically. All applications are held until the seasonal close deadline and then scheduled using the priorities listed in Section J.

SPORTS SEASON	Field Requests	Field Requests Open	Field Requests Close	Gym Requests	Gym Requests Open	Gym Requests Close
FALL	Aug-Nov	Jun 15	July 1	Oct *	Aug 1	Aug 15
WINTER	Dec-Feb	Oct 1	Oct 15	Nov-Mar	Sept 15	Oct 1
SPRING SUMMER	Mar-Jul	Jan 2	Jan 15	Apr-Jun	Feb 15	Mar 1

*September gym usage is variable due to school needs and the first of school year workloads. Final approval may not be available prior to September 1.

E. PAYMENT OF RENTAL FEES AND OTHER CHARGES

Important! Payment in full, along with documentation of insurance coverage, including an additional insured endorsement, any contract addendums, and if applicable a Concussion/Cardiac Compliance Statement and/or an IRS determination letter regarding nonprofit status, are required at the time of permit approval. Checks shall be made payable to Edmonds School District.

Important! Fees are to be paid in advance of the event. Groups using district facilities for a season or more may pay the first month in advance and be invoiced by the middle of the month for succeeding months. Events may be canceled if payments do not reach the district before the event.

F. USE OF DISTRICT SUPPLIES AND EQUIPMENT

Use of district-owned consumable supplies and materials, other than restroom supplies, is not permitted by community users in Groups 2, 3, or 4.

Each user is responsible for making arrangements with a commercial rental company and paying for any equipment (i.e. chairs, tables, or similar equipment) needed beyond what is available in the space that has been reserved.

Unique facility set-up arrangements must be requested and approved at the time of application for the permit. An additional fee may be charged for these arrangements.

G. DAMAGES

Users are responsible to pay the district for any damages that occur during their scheduled use of the facility, including damages to any part of the facility by participants associated with the user. Additional charges for repair and/or clean-up will be assessed and payable to Edmonds School District.

H. CANCELLATIONS

Refunds due to either user cancellation or district cancellation will be processed by the district's Business Office according to normal business procedures and timelines.

Room or field rental fees, custodial, and site supervision fees will be refunded if an event is cancelled with at least 24 hours' notice to the Community Use Office prior to the start of the event. Scheduling fees are not refunded when events are canceled by the user.

User cancellations of less than 24 hours prior to an event may be subject to charges for supervision or custodial costs incurred by the district. Cancellation fees will not be charged due to inclement weather if reported to the Community Use Office within 24 hours. In cases where monthly billing applies, adjustments for cancellations and rain-outs will be processed in the following billing cycle.

I. REGULATIONS GOVERNING USE OF FACILITIES

All Indoor and Outdoor Facilities

1. All activities are subject to municipal and county ordinances as well as district and school policies.
2. Washington State law RCW 28A.210.310 prohibits use of tobacco products on school property.
3. The sale or consumption of alcohol or other controlled substance is prohibited during community use of school facilities.
4. All private non-profit youth sports groups shall provide a Statement of Compliance form to Edmonds School District verifying that they have met the requirements of the HB 1824 Youth Sports Head Injury Policy (RCW 4.24.660) and SB 5083 Sudden Cardiac Arrest Awareness (RCW 28A.600.195).
5. All users are responsible for compliance with Edmonds School District Policy 4260P by all attendees during use of the facilities. Users agree that the district and its officers, directors, employees and all agents shall not be liable for any damage to person or property by reason of negligent acts of users or their agents, employees, invitees or subcontractors. Users agree to protect, indemnify for costs, legal and other expenses,

and hold harmless the district and its officers, directors, employees and agents from all claims, liabilities, or suits arising out of use of the facilities by users. These provisions shall be expressly agreed upon by users by acceptance of the online scheduling terms and conditions or by signature on the Facility Use Permit (A170 Form) prior to facilities use.

6. All users shall provide adequate supervision, as determined by the administrator responsible for the scheduling and use of the facility.
7. Leaders of youth groups will insist on conduct comparable to school conduct.
8. The responsible administrator shall approve any decorations used. No furnishing normally present, including flags, shall be removed from the facility or moved from other rooms within the building.
9. District equipment shall not be used unless approved by the responsible administrator.
10. No user will be allowed to store equipment or supplies in any district facility, except as expressly permitted by the use agreement.
11. Motor vehicles are to be parked in designated areas, not on play fields.
12. With the exception of service animals, no pets are allowed in school buildings or on synthetic turf fields at any time, nor on district grounds when school is in session from one half hour before start time and until one half hour following dismissal.
13. All facilities are to be left in the same or better condition than they were found.
14. All damage is to be reported immediately by the user of the facility to the site supervisor or responsible administrator.
15. When a building or outdoor facility is damaged or left in an unsatisfactory condition by a user, the responsible administrator shall notify the Community Use Office. The user responsible for the damage shall be billed for the cost of the repair and/or for the cleaning of the facility and shall be denied the use of any district facility until such time as payment for the damage has been made.
16. Violation of the rules under which a permit is issued may cause the violator to be placed on probation or to have his/her permit canceled for the remainder of the fiscal year, and/or for up to one year total. The Director of Facilities Operations shall make decisions involving probation or the cancellation of any permit.

Indoor Facilities

1. Groups using a multipurpose room or gym are to wear either rubber-soled shoes or play in stocking feet.
2. Due to security concerns, dances, other than school-related or sponsored, shall not be held in operating school facilities during the school attendance year. At the discretion of the Superintendent or designee, groups may be allowed to use high school facilities during the summer for dances for high school-age students of the district. School facilities rented for dances shall be subject to such special conditions as the Superintendent or designee may deem necessary.
3. Special handling of on-site chairs, tables, or other equipment is subject to additional charges.
4. Activities that are to be held in shops or craft rooms may require district supervision, including additional fees.

Outdoor Fields/Facilities

Any regularly scheduled school activity or district community event shall have priority in the use of school fields.

Food Service

Authorization for users to provide food service (food trucks, concession vendors, BBQs) is at the discretion of the responsible administrator or designee and shall conform to the terms and conditions of the Food Service Addendum to the online scheduling request or Facility Use Permit (A170 Form).

J. GUIDELINES FOR SCHEDULING THE USE OF FACILITIES

1. Facilities are approved by the Community Use Office via the online scheduling system or on a Facility Use Permit (A170 Form).
2. Priority for facility use is by Group Classification with highest priority for Group 0, followed in order by Group 1, 2A, 2B, 3 and 4.
3. An organization which has used a facility in prior consecutive years should ordinarily be given priority of use within Group category, while new users will be accommodated as feasible.
4. An organization which has continuous use of a building space during the school year and whose activities would be seriously handicapped by exclusion during the summer months may petition in advance for their first summer date for those activities requiring indoor facilities.
5. Additional priorities in scheduling time of use: a) Activities for students should be scheduled for early evening hours. Adults should be scheduled for later evening hours; b) Traditional indoor sports have priority over outdoor sports when scheduling an indoor facility.
6. Use of a school kitchen is authorized by the Food Services Department. Use of a Central Production (middle or high school) Kitchen may require district food service supervision. Fees for supervision will be paid by the group using the facility.
7. The responsible administrator or designee shall provide each user with a copy of the Facility Use Permit. All users are responsible for safeguarding the facility and for the conduct of participants and spectators arising from the use of the facility.
8. The district and the responsible administrator or designee reserve the right to alter the schedule of a community user as necessary to accommodate school or district programs or additional scheduling requests.
9. If it becomes necessary for the Community Use Office to cancel the use of a facility, he/she shall inform the user as far in advance as possible so that the organization may reschedule its activities.
10. A user must notify the Community Use Office if use of a facility is terminated earlier than scheduled.

11. When a facility is closed because of inclement weather or other emergency, all community use activities are canceled during the closure period. Each user is responsible for providing notification of such closure to its invitees.

K. INSURANCE

All applicants are required to provide a valid Certificate of Insurance in the amount and with the coverage specified on the current fee schedules. In addition, all applicants must provide an Additional Insured Endorsement (AIE) form naming Edmonds School District as primary, non-contributing additional insured on their insurance policy. The district also reserves the right to modify insurance requirements for exceptional situations, as determined by our Department of Risk Management.

QUESTIONS AND ANSWERS REGARDING FACILITY USE

1. Why is a Certificate of Insurance and an Additional Insured Endorsement required?
Community use of school and district facilities is not insured through the district's insurance policy. These documents provide evidence that the user is providing insurance coverage for any liability that occurs during their use of the facility.
2. Who is required to provide an additional insured endorsement?
All users, except Group 0.
3. Do we need to submit an online scheduling request or fill out a Facility Use Permit if we are a Group 0 user (a program of the district -- like a school soccer team) and we want to use a building in the evening or on a weekend for a banquet?
Yes, either an online scheduling request or a Facility Use Permit must be completed because it secures the room, avoids double bookings, notifies the custodian that the room will be in use, alerts the user of what is expected of them and gives the district and user a record of the event. There is no fee or insurance certificate required. There must be an employee of the district present at all times during the function to supervise the activity, and if applicable, to make sure the facility is locked after use. If the activity requires additional custodial time, a fee will be charged. All facilities used are to be left in the same or better condition than they were found.
4. Are district employees required to submit an online scheduling request or a Facility Use Permit, pay applicable fees and provide insurance documents for a non-district sponsored activity?
Yes, district employees who use a facility for non-district sponsored activities are required to comply with the Community Use of Facilities Regulations. Examples include, but are not limited to, employees that want to use a gym for any non-school sport practice, game or exercise, weight rooms, or classrooms.
5. Can a full time employee of the district work as a site supervisor?
Full time classified employees who are eligible for overtime (i.e. custodians, para-educators, office personnel, or any other "non-exempt" employees) may not work as a site supervisor. Our standard hourly rate for a site supervisor is inadequate to pay overtime rates for regular district employees.

Part time classified employees may work as a site supervisor provided that their total hours do not exceed 40 hours per week.

If a site supervisor is not available and the group is willing to pay more to cover the full costs of overtime pay, this restriction may be waived on a case-by-case basis by the Director of Facilities Operations.

6. How are the fees that are collected used by the district?

- Scheduling Fee – deposited in the property management budget to help reimburse district costs.
- Custodial Fee – deposited in the budget that pays the cost of custodial overtime related to facility use.
- Site Supervisor Fee - deposited in the budget that pays the cost of a site supervisor, to pay for a person focused on protecting the building and contents during facility use; responsible for building security and trained to handle facility-related emergencies.
- Room Rental Fee - deposited in the budgets that pay the costs of utilities and custodial supplies, to help reimburse the cost of utilities (electricity, water, garbage, natural gas, and sewer) and supplies (toilet paper, paper towels, hand soap, cleaning supplies) related to facility use.
- Kitchen Use Fee - deposited in the Food Service budget to help reimburse the cost of returning the kitchen to the stringent health and safety standards mandated for school meal preparation and service.

Adopted: 11.05.73

Revised: 08.25.75; 07.18.77; 01.09.80; 07.19.88; 03.03.92; 08.12.09; 10.21.08; 09.2009; 11.17.09; 10.2010; 08.2011; 09.2013; 05.17.17

EDMONDS SCHOOL DISTRICT				
FEES FOR COMMUNITY USE OF INDOOR FACILITIES AND PARKING LOTS				
Effective September 1, 2017				
	GROUP 0 & 1	Group 2	GROUP 3	GROUP 4
GENERAL REQUIREMENTS				
Facility Use Permit (Form A-170)	Y	Y	Y	Y
Insurance Coverage (not required for Group 0)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
FACILITY USE FEES				
Scheduling Fee (unlimited # of dates per permit)*	\$ -	\$ 25.00	\$ 25.00	\$ 25.00
Site Supervision (per person, per hour, when required)	\$ 15.50	\$ 15.50	\$ 15.50	\$ 15.50
Custodial Services (per person, per hour, when required)	\$ 44.50	\$ 44.50	\$ 44.50	\$ 44.50
Food Services (per person, per hour, when required)	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00
Technical Support (per person, per hour, when required)	@ Cost	@ Cost	@ Cost	@ Cost
Room Rental Fees:				
	Elementary Rooms per Hour			
Small Instructional Space	\$ -	\$ 4.00	\$ 5.00	\$ 8.00
Classroom	\$ -	\$ 6.00	\$ 12.00	\$ 24.00
Cafeteria	\$ -	\$ 12.00	\$ 18.00	\$ 50.00
Library	\$ -	\$ 12.00	\$ 18.00	\$ 44.00
Gym/Multipurpose Room	\$ -	\$ 14.00	\$ 24.00	\$ 55.00
Kitchen**	\$ 5.00	\$ 12.00	\$ 26.00	Not Available
	Middle and K-8 Rooms per Hour			
Small Instructional Space	\$ -	\$ 5.00	\$ 5.00	\$ 8.00
Classroom	\$ -	\$ 8.00	\$ 14.00	\$ 28.00
Commons/Cafeteria	\$ -	\$ 14.00	\$ 22.00	\$ 60.00
Library	\$ -	\$ 14.00	\$ 20.00	\$ 50.00
Gym: Auxiliary	\$ -	\$ 14.00	\$ 20.00	\$ 60.00
Gym: Main	\$ -	\$ 17.00	\$ 30.00	\$ 75.00
Kitchen**	\$ 5.00	\$ 13.00	\$ 27.00	\$ 55.00
	High School Rooms per Hour			
Small Instructional Space	\$ -	\$ 6.00	\$ 6.00	\$ 10.00
Classroom	\$ -	\$ 10.00	\$ 14.00	\$ 26.00
Commons/Cafeteria	\$ -	\$ 15.00	\$ 24.00	\$ 65.00
Library	\$ -	\$ 15.00	\$ 24.00	\$ 50.00
Gym: Auxiliary	\$ -	\$ 15.00	\$ 21.00	\$ 65.00
Gym: Main	\$ -	\$ 21.00	\$ 34.00	\$ 85.00
Kitchen**	\$ 5.00	\$ 14.00	\$ 30.00	\$ 65.00
Theater (except MTHS & LHS ***)	\$ -	\$ 15.00	\$ 30.00	\$ 60.00
	Educational Service Center Rooms per Hour			
Board Room A, B, or both	\$ -	\$ 14.00	\$ 30.00	\$ 60.00
Room 101 or 102	\$ -	\$ 12.00	\$ 30.00	\$ 60.00
	Parking Lots per Day			
No Charge with approved facility use	\$ -	included	included	included
Rental of parking lot only	\$ -	\$ 30.00	\$ 40.00	\$ 60.00

PLEASE NOTE:

- * Please refer to 4260-P, Section D for sports season definition.
- ** Kitchens: permission must be obtained in advance from the Director of Food & Nutrition Services
- *** Rental Rates for the MTHS & LHS Theaters are listed in the Theater Rental Fee Table.

EDMONDS SCHOOL DISTRICT FEES FOR COMMUNITY USE OF MOUNTLAKE TERRACE AND LYNNWOOD HIGH THEATERS				
Effective September 1, 2017				
	GROUP 0 & 1	GROUP 2	GROUP 3	GROUP 4
GENERAL REQUIREMENTS				
Facility Use Permit (Form A-170)	Y	Y	Y	Y
Insurance Coverage (not required for Group 0)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
FACILITY USE FEES				
Scheduling Fee (unlimited # of dates per permit)	\$ -	\$ 25.00	\$ 25.00	\$ 25.00
Staffing Fees	Hourly Rates			
Theater Technician/House Manager(s) per Hour	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50
Site Supervisor (per hour, when required)	\$ 15.50	\$ 15.50	\$ 15.50	\$ 15.50
Custodial service (per hour, when required)	\$ 44.50	\$ 44.50	\$ 44.50	\$ 44.50
Theater Rental Fees - Lynnwood High	Hourly Rates			
Performance per hour (4 hour minimum)	\$ 25.00	\$ 50.00	\$ 100.00	\$ 150.00
Rehearsal and/or set up or strike (3 hour minimum)	\$ 10.00	\$ 25.00	\$ 50.00	\$ 65.00
Meetings (3 hour minimum)	\$ 10.00	\$ 20.00	\$ 50.00	\$ 75.00
Theater Rental Fees - Mountlake Terrace High	Hourly Rates			
Performance per hour (4 hour minimum)	\$ 25.00	\$ 70.00	\$ 120.00	\$ 180.00
Rehearsal and/or set up or strike (3 hour minimum)	\$ 10.00	\$ 30.00	\$ 50.00	\$ 65.00
Meetings (3 hour minimum)	\$ 10.00	\$ 20.00	\$ 50.00	\$ 75.00

NOTES:

A minimum of one theater technician is required anytime the theater is used; additional theater staff are assigned based on the size and complexity of the event. A site supervisor may also be assigned to monitor the hallways outside of the theater.

Mountlake Terrace High Theater Rental Contact:

Josh Blaisdell, Theater House Manager

425/431-5781

Lynnwood High Theater Rental Contact:

Facility Use Coordinator

425/431-3844

EDMONDS SCHOOL DISTRICT
FEES FOR COMMUNITY USE OF FIELDS AND OUTDOOR FACILITIES

Effective September 1, 2017

GENERAL REQUIREMENTS	GROUP 1 & 2A	GROUP 2B	GROUP 3	GROUP 4
Facility Use Permit (Form A-170)	Y	Y	Y	Y
Insurance Coverage (not required for Group 0)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

EDMONDS STADIUM

EDMONDS STADIUM	GROUP 1 & 2A	GROUP 2B	GROUP 3	GROUP 4
FIELD per hour	\$20.00	\$45.00	\$60.00	\$150.00
FIELD LIGHTS per hour	\$15.00	\$20.00	\$20.00	\$30.00
SCOREBOARD operator/press box use per hr	\$15.00	\$20.00	\$25.00	\$35.00
LOCKER ROOM, each, per hour	\$15.00	\$15.00	\$30.00	\$50.00
SUPERVISION* per hour, per person, as required by District	\$17.00	\$17.00	\$17.00	\$17.00
CUSTODIAL* per hour, per person, as required by District	\$44.50	\$44.50	\$44.50	\$44.50

OTHER ARTIFICIAL TURF FIELDS

Edmonds-Woodway HS: Field Turf fastpitch/mini-soccer (small field with regulation goal boxes) with lights (installed 04/2007).
 Lynnwood HS: Field Turf two football/soccer/softball with lights, no goal posts (installed 09/2009).
 Lynnwood HS: Field Turf football/soccer with lights (installed 09/2009).
 Meadowdale HS: Field Turf football/soccer field with lights (installed 03/2006).
 Mountlake Terrace HS: Field Turf regulation soccer & football practice field (no goal posts or end zones) with lights (installed 11/2006).
 Mountlake Terrace HS: Field Turf 90' base path baseball field with lights (installed 11/2006).
 Woodway Campus: Field Turf two soccer/softball/lacrosse w/o lights (installed 10/2016).

HIGH SCHOOL FIELDS	GROUP 1 & 2A	GROUP 2B	GROUP 3	GROUP 4
FIELD per hour	\$12.00	\$22.00	\$55.00	\$150.00
FIELD LIGHTS per hour	\$15.00	\$20.00	\$20.00	\$25.00
Supervision* per hour, per person, as required by District	\$17.00	\$17.00	\$17.00	\$17.00
Custodial* per hour, per person, as required by District	\$44.50	\$44.50	\$44.50	\$44.50

SCHEDULING FEE - ALL FIELDS, ALL GROUPS

Unlimited # of dates per permit**	\$25.00
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*Based on actual time on site; Chargeable in 15 minute increments.

** Please refer to 4260-P, Section D for sports season definition.

EDMONDS SCHOOL DISTRICT
FEEES FOR COMMUNITY USE OF FIELDS AND OUTDOOR FACILITIES
Effective September 1, 2017

GENERAL REQUIREMENTS	GROUP 1 & 2A	GROUP 2B	GROUP 3	GROUP 4
Facility Use Permit (Form A-170)	Y	Y	Y	Y
Insurance Coverage (not required for Group 0)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

GRASS FIELDS

Grass Football, Soccer, Baseball, and Fastpitch fields. Lynnwood High baseball field, 90' base path w/lights. Note: Non-turf fields are closed on occasion for turf maintenance and renovation. Some forms of use will not be allowed to protect fields.

HIGH SCHOOLS	GROUP 1 & 2A	GROUP 2B	GROUP 3	GROUP 4
FIELD per hour. Includes supplies and maintenance	\$10.00	\$15.00	\$20.00	\$40.00
SUPERVISION* per hour, per person, as required by District	\$17.00	\$17.00	\$17.00	\$17.00
CUSTODIAL* per hour, per person, as required by District	\$44.50	\$44.50	\$44.50	\$44.50
MIDDLE SCHOOLS	GROUP 1 & 2A	GROUP 2B	GROUP 3	GROUP 4
FIELD per hour. Includes supplies and maintenance	\$6.00	\$10.00	\$16.00	not available
SUPERVISION* per hour, per person, as required by District	\$17.00	\$17.00	\$17.00	not available
CUSTODIAL* per hour, per person, as required by District	\$44.50	\$44.50	\$44.50	not available
ELEMENTARIES	GROUP 1 & 2A	GROUP 2B	GROUP 3	GROUP 4
FIELD per hour	\$2.00	\$5.00	not available	not available
CUSTODIAL* per hour, per person, as required by District	\$44.50	\$44.50	not available	not available

SCHEDULING FEE - ALL FIELDS, ALL GROUPS	
Unlimited # of dates per permit**	\$25.00

*Based on actual time on site; Chargeable in 15 minute increments.

** Please refer to 4260-P, Section D for sports season definition.



STAFF REPORT

To: Mountlake Terrace City Council
From: Jeff Betz, Parks and Recreation Director
Meeting Date: September 25, 2025
Subject: Presentation on Park Impact Fees Update

Required Reviews:

Jeff Betz	Created/Initiated - 09/15/2025
Carolyn Hope	Final Approval - 09/16/2025

Council Goal(s):

Growing our Vibrant Community
Responsible Governance to Ensure Desired Level of Service

Legislative History:

The first park impact fee ordinance approved by Council was in September 2007. This ordinance created a service area to be coextensive with the Town Center and included a 25% discount of the developer's share of total estimated mitigation costs. On December 15, 2008 an additional ordinance was passed that repealed the previous ordinance. This new ordinance established the Town Center district and kept the 25% developer discount. September 6, 2011 the ordinance was amended to include the extension of impact fees from 6 years to 10 years and changed the discount of the developer's share of total estimated mitigation costs from 25% to 50% to encourage economic development. At a council meeting on September 2, 2024, the Council approved impact fees changes again to retain the 50% discount but return to 25% in three years. Then, on December 19, 2016 Council approved Impact Fee ordinance 2694 that changed the park impact fee ordinance to incorporate an expanded collection and project zone to the entire city. The calculations for the rate study were based on facilities and acreage of park land. The project list and fees have been maintained and updated administratively since that time with no other methodology changes. They have received periodic CPI related increases annually and are posted on the city website.

Subject Summary:

Impact fees are one-time charges that local governments impose on new development to fund new or expanded public facilities needed to serve new growth. These fees can fund public streets, roads, parks, schools or fire protection. In Mountlake Terrace we utilize impact fees to fund street construction and park development. These fees cannot be used to fix existing deficiencies and must be a proportionate share of the cost of new facilities. Authorization for these fees primarily comes from the state's Growth Management Act (GMA).

The state passed SB 5258 in 2025 requiring municipalities to revise their impact fee collection to reflect the proportionate impact of different housing types. According to the bill, this revision will ensure that smaller units, including multifamily and condominiums pay less. This calculation must be on a per -unit basis not total building size. The RCW allows for city's to choose if they would like to incorporate a per-sleeping quarters approach or per square foot. With the help of our consultant, staff elected to institute a per-sleeping quarters fee. This fee change will switch our fee from single family, multi-family and commercial to include studio, 1 bedroom, 2 bedroom, 3 bedroom, etc and commercial. This method ensures that the appropriate estimation of people in each housing unit will pay the proportionate share of development.

Financial/Budget Impacts:

Budget Amendment N/A
 Required? _____

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

Community Notifications:

City Council Agenda

If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

N/A

Attachments:

1. Mountlake Terrace Park Impact Fees Update 9.10.25
2. Park Impact Fee Presentation_9.25.2025

MEMORANDUM

DATE: September 15, 2025

TO: Jeff Betz, City of Mountlake Terrace

FROM: Katherine Goetz, Senior Associate and Lisa Grueter, Principal, BERK Consulting, Inc.

RE: Park Impact Fee Update

The City of Mountlake Terrace enacted Growth Management Act impact fees in 2007 to fund recreation, parks, and open space growth-driven needs with a particular focus on the Town Center. In 2016, the City engaged BERK Consulting to update these fees considering a citywide need for parks and recreation facilities. In 2025, the City is updating the fee structure to meet state requirements that impact fees are based on square footage or number of bedrooms to produce a proportionally lower impact fee for smaller housing units.

This memo describes the technical assumptions and methodology for calculating the new fees and provides a proposed fee schedule. The updated fees are based on the same methodology and data as the 2016 study, with some revisions to reflect current costs and a more conservative estimate of the demand on the system from employees. This approach was used to ensure the City can align its fees with state requirements in a timely manner.

Impact Fee Requirements

Impact fees may be charged to help pay for public transportation and road facilities, fire protection facilities, schools, and public parks, open space, and recreation facilities. Local governments are authorized to charge fees only for system improvements that are reasonably related to the new development, do not exceed a proportionate share of the costs of necessary system improvements, and are only used for system improvements that will reasonably benefit the new development (RCW 82.02.050(3)). In addition, cities “financing for system improvements to serve new development must provide for a balance between impact fees and other sources of public funds”—i.e., impact fees cannot be the sole source of funding for system improvements that address growth impacts.

According to the provisions of RCW 82.02.060, impact fees must be adjusted for other revenue sources that are paid by development, if such payments are earmarked or proratable to particular system improvements. Likewise, the City must provide impact fee credit if the developer dedicates land or improvements identified in the City’s adopted Capital Facilities Plan

and such construction is required as a condition of development approval. Collected impact fees may only be spent on public facilities identified in a capital facilities plan or to reimburse the government for the unused capacity of existing facilities (RCW82.02.050(4)). In addition, impact fees may only be spent on capital costs; they may not be used to pay for operating expenses or maintenance activities.

In 2023, the State Legislature amended RCW 82.02.060(1) to require that, “the schedule shall reflect the proportionate impact of new housing units, including multifamily and condominium units, based on the square footage, number of bedrooms, or trips generated, in the housing unit in order to produce a proportionally lower impact fee for smaller housing units.”

Methodology

The per capita need from growth is the basis for determining the fee for residential units or commercial square feet. The need from growth is based on capital projects identified by the City and the share of the cost related to growth in residential equivalents (population plus a percentage of employees). The cost of capital projects related to growth has been adjusted by inflation. The resident equivalent calculation, to determine the number of beneficiaries, has been revised to reflect the expected hours per week of demand from employees. See [Exhibits 1-3](#) for the updated residential equivalent calculation, which estimates 6.1% of projected employment growth contributes to total demand.

Exhibit 1. Number of Residents and Employees in Mountlake Terrace

	Residents	Employees	Total
Working inside Mountlake Terrace	270	5,799	6,069
Working outside Mountlake Terrace	8,644		
Not working	13,156		

Sources: CensusOnTheMap, 2025; BERK Consulting, 2025.

Exhibit 2. Weekly Hours of Demand

Hours per week	Residential demand	Non-residential demand
Working inside Mountlake Terrace	58	5
Working outside Mountlake Terrace	58	
Not working	98	

Sources: BERK Consulting, 2025.

Exhibit 3. Total Residential and Non-Residential Hours and Percent Share of Employee Hours

	Residential hours	Non-residential hours	Total
Working inside Mountlake Terrace	15,660	30,345	46,005
Working outside Mountlake Terrace	501,352		501,352
Not working	1,289,288		1,289,288
Total Hours	1,806,300	30,345	1,836,645
Total hours per resident	82		
Total hours per employee		5	
Percent share of employee hours			6.1%

Sources: CensusOnTheMap, 2025; BERK Consulting, 2025.

Using the growth in total residential equivalents and the updated value of capital needs, the per capita need is \$1,923, as shown in **Exhibit 4**.

Exhibit 4. Per Capita Need Calculation

	Single-Family	Multifamily	Commercial	Total
Growth in population (total resident equivalents)	548	3,129	128	3,805
Identified capital needs				\$7,316,591
Per capita need from growth (total resident equivalents)				\$1,923

Sources: City of Mountlake Terrace, 2015; WA Office of Financial Management, 2016; CensusOnTheMap, 2025; BERK Consulting, 2025.

BERK suggests adopting residential fees based on the number of bedrooms because it is more straightforward to track during permitting and is related to the number of people in a dwelling unit and therefore demand for park services. As the fee is based on a per capita need, it is necessary to determine the number of residents per bedroom. This is done using the methodology described in the Washington Department of Commerce's draft guidebook regarding proportional impact fees.¹ The number of residents per bedroom is based on Census data for the number of bedrooms per housing unit and average household size (see **Exhibit 5**).

¹ Washington Department of Commerce, "Public Review Draft Residential Proportional Impact Fees and System Development Charges Guidebook", March 2025, <https://deptofcommerce.app.box.com/s/9v774pyp91tl8tizz9gb8bn3s8vkii0l>.

Exhibit 5. Number of Residents Per Bedroom

Bedrooms	Number of Residents
No bedroom	1.04
1 bedroom	1.55
2 bedrooms	2.07
3 bedrooms	2.58
4+ bedrooms	3.10

Sources: American Community Survey 2023 5-year estimates; WA Department of Commerce, 2025; BERK Consulting, 2025.

The current fees for commercial property are based on square footage so meet the requirements in RCW 82.02.060(1). The resident equivalent is 0.15 per 1,000 square feet of commercial development, as shown in [Exhibit 6](#).

Exhibit 6. Resident-equivalents per Square Feet Calculation

Number of square feet per employee	400
Average employees per 1,000 square feet	2.50
Percent of time employee demand on parks compared to resident	6.1%
Average resident-equivalents per 1,000 square feet	0.15

Sources: Puget Sound Regional Council, 2014; King County, 2014; BERK, 2025.

Unadjusted Fees

The calculated fees based on the per capita need and the number of beneficiaries per bedroom or 1,000 square feet are shown in **Exhibit 7**.

Exhibit 7. Unadjusted Fee Calculations

Category	Type	Per Capita Need	Unit	Number of Beneficiaries*	Per Unit Need (Calculated Fee)
No bedroom	Residential	\$1,923	bedroom	1.04	\$2,000
1 bedroom	Residential	\$1,923	bedroom	1.55	\$2,989
2 bedrooms	Residential	\$1,923	bedroom	2.07	\$3,978
3 bedrooms	Residential	\$1,923	bedroom	2.58	\$4,967
4+ bedrooms	Residential	\$1,923	bedroom	3.10	\$5,956
Commercial	Commercial	\$1,923	1,000 sq ft	0.15	\$1,923

*Beneficiaries are residents and resident equivalents per the 2016 park impact fee rate study. The residential equivalent calculation has been updated; see Exhibits 1-3 and Exhibit 6.

Sources: American Community Survey 2023 5-year estimates; WA Department of Commerce, 2025; BERK Consulting, 2025.

Proportionate Share

As required by the impact fee statute, BERK estimated the amount of revenue expected from growth. Residents and employees pay taxes and fees that can be used to pay for a portion of the necessary increases in capacity. In the 2016 study, BERK calculated the proportion of the expected revenue that can be attributed to the existing population and proportion expected from growth. The per capita revenue in this study is estimated by adjusting the prior value by inflation, to bring it to estimated 2025 dollars (see **Exhibit 8**).

Exhibit 8. Estimated Per Capita Revenue for Proportionate Share Calculation

Revenue Source	Amount
Expected additional grants from growth	\$131,051
Expected additional REET funding from growth	\$109,991
Total	\$241,041
Expected Population Growth 2015-2035	3,677
Per Capita Revenue (2016\$)	\$66
Per Capita Revenue (2025\$)	\$91

Note: The CPI-U for Seattle-Tacoma-Bellevue is used to adjust the 2016 value for inflation.

Sources: City of Mountlake Terrace, 2025; BERK Consulting, 2025.

Adjusted Fee Schedule

BERK created an adjusted fee schedule using the per unit need in [Exhibit 7](#) and the estimated revenue per capita. The proposed fees are shown in [Exhibit 9](#). For reference, the City's current single-family fee is \$3,948 and the current multifamily fee is \$2,854. The current commercial fee is \$1,467 per \$1,000 square feet.

For an Accessory Dwelling Unit (ADU), the impact fee statute states that “the city or county may not assess impact fees on the construction of accessory dwelling units that are greater than 50 percent of the impact fees that would be imposed on the principal unit” ([RCW 36.70A.681](#)). The City's current fee for an ADU is \$1,974, which is 50% of the single-family fee. With this proposed new fee schedule, an ADU would be charged 50% of fee based on the number of bedrooms.

Exhibit 9. Adjusted Fee Schedule

Category	Per Capita Need	Unit	Number of Beneficiaries	Estimated Other Revenue	Adjusted Fee
No bedroom	\$1,923	bedroom	1.04	\$95	\$1,905
1 bedroom	\$1,923	bedroom	1.55	\$141	\$2,848
2 bedrooms	\$1,923	bedroom	2.07	\$188	\$3,790
3 bedrooms	\$1,923	bedroom	2.58	\$235	\$4,732
4+ bedrooms	\$1,923	bedroom	3.10	\$282	\$5,674
Commercial	\$1,923	1,000 sq ft	0.15	\$14	\$1,909
Accessory Dwelling Unit (ADU)	\$1,923	bedroom			50% of the fee for the number of bedrooms

Sources: American Community Survey 2023 5-year estimates; City of Mountlake Terrace, 2025; WA Department of Commerce, 2025; BERK Consulting, 2025.



CITY OF
**MOUNTLAKE
TERRACE**



PARK IMPACT FEES UPDATE

City Council Regular Work Session: September 25, 2025

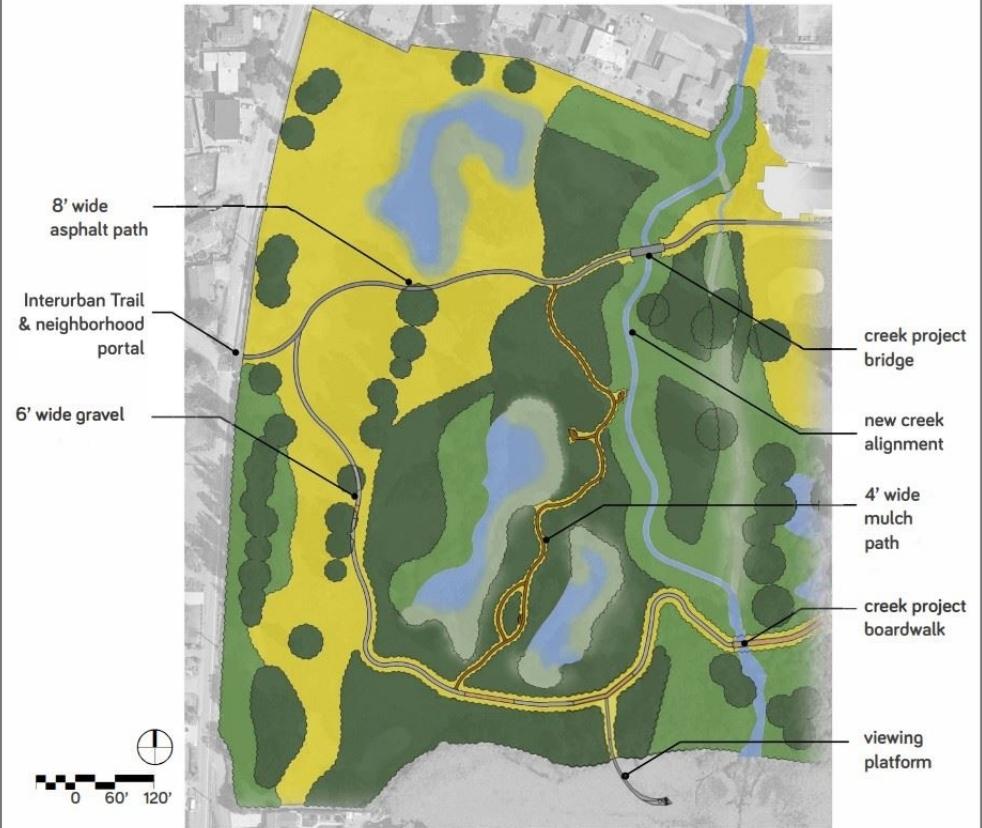
Jeff Betz, Recreation and Parks Director

PURPOSE

- Review Impact Fee Updates made to comply with state law.

Path Network

Goal: Create a hierarchy of paths that celebrate a diversity of ecological experience, and connect east to west.



AGENDA

- Council Goals
- Legislative History
- SB 5258 Washington State Legislature
- Updated Fee Structure
- Next Steps

Park Portals

Goal: Create a park brand that carries through each park entry that lets people know they have arrived at Ballinger Park!

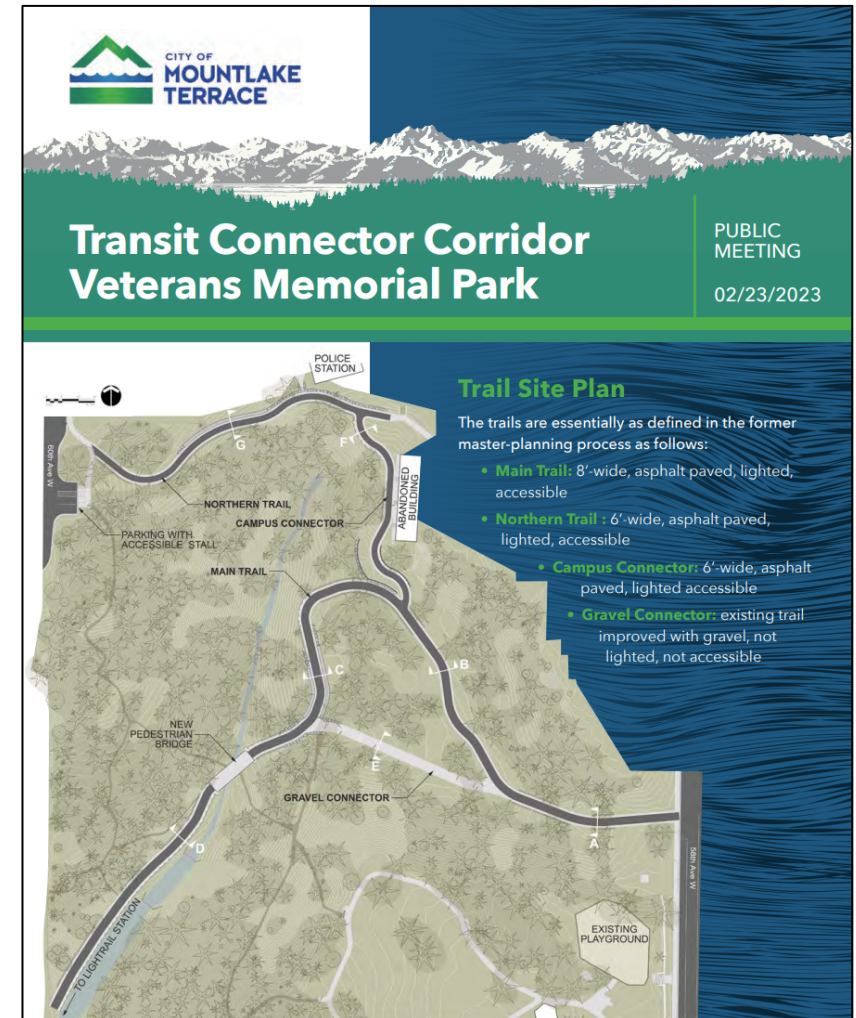
Interurban Trail & neighborhood Portal



Potential future Park Portal locations, using similar color and design

COUNCIL GOALS

- Growing Our Vibrant Community.
 - Allow for diverse housing options to ensure community members can live and work in the city.
 - Continue to prepare Town Center for development through continued investment in the buildout of Main Street, utility infrastructure, park improvements, and places for community gathering.
- Responsible Governance to Ensure Desired Level of Service
 - Ensure sufficient resources are dedicated to meet desired levels of service in each department.
 - Identify efficiencies and opportunities to reduce the cost of government.



LEGISLATIVE HISTORY

- 1st Impact Fee Ordinance---Town Center (2007)
- Updates to Impact Fee Ordinance (2008, 2011)
- New Methodology: Park Impact Fee Ordinance 2694 (2016)
 - Expanded Citywide from Town Center
 - Rate Study
 - Levels of Service, Facilities, Acreage



SB 5258 STATE LEGISLATURE

- Update to Impact Fees per SB 5258
 - Direction is to replace fees based on single or multifamily to per bedroom or square footage.
 - Goal is to reduce the cost on smaller developments.



UPDATED FEE STRUCTURE

Per Bedroom

CURRENT RATES/SCHEDULE	
Single-family residence	\$ 3,948
Multi-family residence	\$ 2,854
Commercial	\$ 1,467
ADU (50% Single Family)	\$ 1,974

DRAFT PROPOSED SCHEDULE	
No Bedroom	\$ 1,902
1 Bedroom	\$ 2,848
2 Bedroom	\$ 3,790
3 Bedroom	\$ 4,731
4+ Bedroom	\$ 5,674
Commercial	\$ 1,909
ADU (50% Single Bedroom)	\$ 1,424

UPDATED FEE STRUCTURE COMPARE

Per Bedroom for Large Development

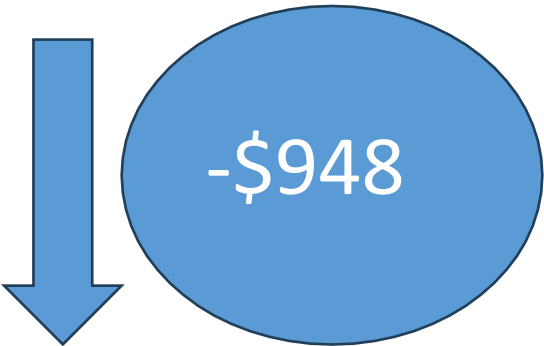
	Number of Units	Current	Proposed
Studio	174		\$330,948
1 Bedroom	165		\$469,920
2 Bedroom	87	\$1,187,264	\$329,730
3 Bedroom	0		
4+ Bedroom	0		
Commercial	5216	\$7,652	\$9,957
Total	416	\$1,194,916	\$1,140,555



UPDATED FEE STRUCTURE COMPARE

Per Bedroom for Small Development

	Number of Units	Current Fee	Proposed Fee
Studio	0		
1 Bedroom	0		
2 Bedroom	6	\$23,688	\$22,740
3 Bedroom	0		
4+ Bedroom	0		
Commercial	0		
Total	6	\$23,688	\$22,740



UPDATED FEE STRUCTURE COMPARE

Per Bedroom for ADU Development

	Number of Units	Current	Proposed
Studio	0		
1 Bedroom	0		
2 Bedroom	6	\$23,688	\$22,740
3 Bedroom	0		
4+ Bedroom	0		
Commercial	0		
Total	6	\$23,688	\$22,740



NEXT STEPS

- Fee Adjustments set administratively.
- 2027 Recreation, Park and Open Space Plan will include a new Impact Fee Study.
 - Kickoff in 2026.
 - Budgeted \$120,000 for consultant
 - Need to be compliant with RCO to apply for future park grants.

DISCUSSION & QUESTIONS

Thank you





STAFF REPORT

To: Mountlake Terrace City Council
From: Rich Meredith, City Engineer
Meeting Date: September 25, 2025
Subject: Review Ordinance Adopting Transportation Impact Fees

Required Reviews:

Jennifer Joki	Created/Initiated - 09/18/2025
Gary Schimek	Approved - 09/19/2025
Sirke Salminen	Approved - 09/19/2025
Hillary Evans	Approved - 09/19/2025
Carolyn Hope	Final Approval - 09/19/2025

Council Goal(s):

- Growing a vibrant community.
- Responsible governance to ensure desired level of service
- An informed and engaged community
- Environmental sustainability and resiliency

Legislative History:

- Ordinance 2694 updated TIF based on 2016 rate study - December 19, 2016
- Ordinance 2739 providing for annual updates to TIF rate based on CCPI - December 3, 2018
- Ordinance 2847 amendments providing for low-income exemption to TIF - May 2, 2024

Subject Summary:

The purpose of this report is to update the Transportation Impact Fee analysis and associated project list following the adoption of the Vision 2044 Comprehensive Plan.

Since 1990, Washington State law (RCW 82.02.050) has allowed jurisdictions to establish transportation impact fee (TIF) programs. These are one-time charges on new developments, mandated by local governments under the Growth Management Act (GMA), to fund the public transportation system improvements needed to serve the increased travel demand generated by that new growth.

A new Transportation Impact Fee Study was developed after the adoption of the Vision 2044, Mountlake Terrace Comprehensive plan to align with the new project list and new policies in the Transportation Element that aim to operationalizing its modal plans through the development of

a comprehensive concurrency program to meet level-of-service standards and to revising the impact fee program to fund multimodal projects. In addition, a new TIF methodology was developed with the most notable change being the shift from vehicle trips to person trips as a measure of impact. This change in methodology better links trip generation from new development to the need for expanding the multimodal transportation network. State law requires jurisdictions to allow independent fee calculations, enabling any development to submit justification for a reduced fee based on trip data specific to its proposal.

The current TIF program includes eleven projects with an estimated capital value of \$39.7 million (2016 dollars). Consistent with Mountlake Terrace Municipal Code 18.30.140, the rate has been adjusted annually to keep pace with construction cost increases and inflation. As of January 1, 2025, the cost per PM peak hour trip was \$5,086. The proposed new transportation impact fee for 2026 is \$6,051.

Financial/Budget Impacts:

Budget Amendment No
Required? - _____

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

Community Notifications:

City Council Agenda
Social Media

An open house was held on the Traffic Impact Fee Projects on August 20, 2025.

Board/Commission Recommendation:

n/a

Staff Recommendation:

n/a

Attachments:

1. Ordinance (Draft) Transportation Impact Fees 09.25.2025
2. Appendix A Transportation Impact Fee Study 09.15.2025
3. Transportation Impact Fee Comparison 2025
4. Transportation Impact Fees Presentation 09.25.2025

CITY OF MOUNTLAKE TERRACE

ORDINANCE NO. XXX

**AN ORDINANCE OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON,
ADOPTING THE TRANSPORTATION IMPACT FEE RATE STUDY; AMENDING
MOUNTLAKE TERRACE MUNICIPAL CODE 18.30.040, RELATED TO
DEFINITIONS; AMENDING MOUNTLAKE TERRACE MUNICIPAL CODE 18.30.140,
RELATED TO FEE SCHEDULES; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City collects transportation impact fees to receive proportionate funds towards certain street improvements needed for future growth and development; and

WHEREAS, the City most recently updated its Transportation Impact Fee rates by adopting Ordinance No. 2739 on December 3, 2018; and

WHEREAS, a Transportation Impact Fee Rate Study performed by Fehr & Peers was completed in September 2025 creating a transportation improvement project list consistent with the 2024 Comprehensive Plan and the 2025-2031 Transportation Improvement Program to determine current cost projections for the next 20-years (2025-2045) for such planned projects; and

WHEREAS, the City's current impact transportation and park impact fee provisions are contained in Chapter 18.30 including a methodology for determining applicable rates; and

WHEREAS, the City annually updates the transportation impact fee rate to reflect construction cost changes and uses the Construction Cost Index for the Seattle area as the basis for annual adjustments; and

WHEREAS, the City Council held a duly noticed public hearing on October 2, 2025 related to the Transportation Impact Fees; and

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the proposed Transportation Impact Fees.

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

Section 1. Adopting the Transportation Impact Fee Rate Study. The Transportation Impact Fee Rate Study is hereby adopted to read as attached hereto as Attachment A, which is attached hereto and incorporated herein by reference.

Section 2. Amending MTMC 18.30.040. Section 18.30.040 of the Mountlake Terrace Municipal Code entitled "Definitions" is hereby amended to read as follows:

18.30.040 Definitions.

The following words and terms shall have the following meanings for the purpose of this chapter, unless the context clearly appears otherwise. Terms not defined herein shall be given the meaning set forth in RCW 82.02.090, or given their usual and customary meaning.

- A. “Act” means the Growth Management Act, Chapter 36.70A RCW, or as hereafter amended.
- B. “Adequate public facilities” means facilities which have the capacity to serve development without decreasing levels of service below locally established minimums. (WAC 365-196-210(3).)
- C. “Affordable housing” means residential housing that is rented or owned by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household’s monthly income. (WAC 365-196-210(4)).
- D. “Applicant” means the individual listed on an application for a building permit as the one seeking development approval from the City, and also includes an entity that controls the applicant, is controlled by the applicant, or is under common control with the applicant.
- E. “Approving authority” means the City employee, agency or official having the authority to issue the approval or permit for the development activity involved.
- F. “Capital facilities” means the facilities or improvements included in a capital facilities plan.
- G. “Capital facilities plan” means the Capital Facilities Plan Element of the City’s Comprehensive Plan adopted pursuant to Chapter 36.70A RCW and RCW 36.70A.070, and any amendments to the plan.
- H. “Change of use” means, for the purposes of this chapter, any change, redevelopment or modification of use of an existing building or site which meets the definition of “development activity” herein.
- I. “City” means the City of Mountlake Terrace, Washington.
- J. “Comprehensive land use plan” or “Comprehensive Plan” means a generalized coordinated land use policy statement of the City Council, adopted pursuant to Chapter 36.70A RCW.
- K. “Concurrency” or “concurrent with development” means that adequate public facilities are available when the impacts of development occur, or within a specified time thereafter. This definition includes the concept of “adequate public facilities” as defined above. For the purposes of transportation facilities, “concurrent with development” means that strategies or improvements are in place at the time of development or that a financial commitment is in place to complete the improvements or strategies within six years. (RCW 36.70A.070(6)(b)).

- L. “Council” means the City Council of the City of Mountlake Terrace, Washington.
- M. “Dedication” means the conveyance of land or facilities to the City for public facility purposes, by deed, other instrument of conveyance or by dedication, on a duly filed and recorded plat (or short plat).
- N. “Demand management strategies” means strategies designed to change travel behavior to make more efficient use of existing facilities to meet travel demand. Examples of demand management strategies can include strategies that: (1) shift demand outside of the peak travel time; (2) shift demand to other modes of transportation; (3) increase the number of occupants per vehicle; (4) decrease the length of trips; (5) avoid the need for vehicle trips. (WAC 365-196-210(12)).
- O. “Department” means the Community and Economic Development Department of the City of Mountlake Terrace or designee.
- P. “Developer” means any person or entity who makes application or receives a development permit or approval for any development activity as defined herein.
- Q. “Development activity” or “development” means any construction or expansion of a building, structure, or use, and change in the use of a building or structure, or any changes in the use of the land that creates additional demand for public facilities (such as a change which results in an increase in the number of vehicle trips to and from the property, building or structure) and requires a development permit from the City. (RCW 82.02.090(1)).
- R. “Development agreement” means the agreements authorized in RCW 36.70B.170.
- S. “Development permit” or “project permit” means any land use permit required by the City for a project action, including but not limited to building permits, subdivisions, short plats, binding site plans, planned unit developments, conditional uses, shoreline substantial developments, site plan reviews, or site-specific rezones, and for purposes of the City’s concurrency ordinance, shall include applications for amendments to the City’s Comprehensive Plan which request an increase in the extent or density of development on the subject property.
- T. “Director” means the Director of the Community and Economic Development Department or designee.
- U. “Existing use” means development which physically exists or for which the owner holds a valid building permit as of the effective date of the ordinance codified in this chapter.
- V. “Encumbered” means to reserve, set aside, or otherwise earmark the impact fees in order to pay for commitments, contractual obligations or other liabilities incurred for public facilities.
- W. “Fair market value” means the price in terms of money that a property will bring in a competitive and open market under all conditions of a fair sale, the buyer and seller each being prudently knowledgeable, and assuming the price is not affected by undue stimulus.

- X. “Feepayer” means a person, corporation, partnership, an incorporated association, or a department or bureau of any government entity, or any other similar entity, commencing a land development activity. “Feepayer” includes applicants for an impact fee credit.
- Y. “Financial commitment” means those sources of public or private funds or combinations thereof that have been identified as sufficient to finance public facilities necessary to support development and that there is reasonable assurance that such funds will be timely put to that end.
- Z. “Growth-related” means a facility improvement that provides additional transportation capacity to accommodate new development activity.
- AA. “Impact fee” means the amount of money determined necessary by the City and imposed upon new development activity as a condition of development approval or permitting to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates the additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities and that is used for facilities that reasonably benefit the new development. “Impact fee” does not include a reasonable permit or application fee. (RCW 82.02.090(3)).
- BB. “Impact fee accounts” means the account(s) established for each type of public facilities for which impact fees are collected. The accounts shall be established pursuant to this chapter, and comply with the requirements of RCW 82.02.070.
- CC. “Impact fee schedule” means the table of impact fees per unit of development, which is to be used by the Director in computing impact fees.
- DD. “Interest” means the interest rate earned by the City for the impact fee account, if not otherwise defined.
- EE. “Interlocal agreement” means the transportation impact fee interlocal agreement by and between the City and County or the City and a neighboring city, or the City and the state of Washington, concerning the collection and allocation of transportation impact fees, or any other interlocal agreement entered by and between the City and another municipality, public agency or governmental body in order to implement an impact fee program.
- FF. “Level of service” or “LOS” means an established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need. Level of service standards are synonymous with locally established minimum standards. (WAC 365-196-210(19)).
- GG. “Low-income household” means housing with a monthly housing expense, that is no greater than thirty percent of eighty percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development.
- HH. “Owner” means the owner of record of real property, although when real property is being purchased under a real estate contract, the purchaser shall be considered the owner of the

real property, if the contract is recorded. In addition, the lessee of the real property shall be considered the owner, if the lease of the real property exceeds 25 years, and the lessee is the developer of the real property. (RCW 82.02.090(4)).

II. “Previous use” means (1) the use existing on the site when a capacity evaluation is sought; or (2) the most recent use on the site, within the five-year period prior to the date of application for the development.

JJ. II. “Project” means a system improvement, selected by the City Council for joint private and public funding and which appears on the project list.

KK. “Project improvements” means site improvements and facilities that are planned and designed to provide service for a particular development and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan approved by the City Council shall be considered a project improvement. (RCW 82.02.090(5)).

LL. “Project list” means the list of projects described in the City’s Transportation Impact Fee report and as developed pursuant to this chapter.

MM. “Proportionate share” means that portion of the cost of public facility improvements that is reasonably related to demands and needs of new development. (RCW 82.02.090(6)).

NN. “Road” means a “street” or “private street” as defined in MTMC 17.01.020.

OO. “Road facilities” includes public streets, roads, and bicycle and pedestrian facilities that were designed with multimodal commuting as an intended use that are addressed by a capital facilities plan element of a comprehensive plan adopted under the GMA.

PP. “Service area” means the geographic area defined by the City or interlocal agreement, in which a defined set of public facilities provides service to development in the area. Service areas shall be designated on the basis of sound engineering or planning principles. (RCW 82.02.090(8)).

QQ. “State” means the state of Washington.

RR. “Subdivision” means all subdivisions, short subdivisions, binding site plans, and fee simple unit lot subdivisions as defined in Chapter 17.01 MTMC.

SS. “System improvements” means public facilities that are included in the City’s capital facilities plan and are designed to provide service to areas within the City and community at large, in contrast to project or on-site improvements. (RCW 82.02.090(9)).

TT. “Traffic analysis zone” means the minimum geographic unit used for traffic analysis.

UU. “Transportation primary impact area” means a geographically determined area that delineates the impacted area of a deficient roadway link.

VV. “Transportation level of service standards” means a measure which describes the operational condition of the travel stream and acceptable adequacy requirement.

WW. “Transportation management area” means a geographically determined area that contains compact urban development patterns where a dense roadway network and extensive mass transit services are in place. The performance of these areas shall be based on the percentage of lane miles meeting the LOS standards as described in this chapter.

XX. “Traffic demand model” means the simulation through computer modeling of vehicle trip ends assigned on the roadway network.

YY. “Trip end” means a single or one-directional person trips.

ZZ. “Unit” or “dwelling unit” means a dwelling unit as defined in MTMC 19.15.050.

Section 3. Amending MTMC 18.30.140. Section 18.30.140 of the Mountlake Terrace Municipal Code entitled “Amending project lists and fee schedules” is hereby amended to read as follows:

18.30.140 Amending project lists and fee schedules.

A. Review of Project List. The Director shall periodically review the projects listed in the City’s recreation, parks, and open space master plan, and the six-year transportation improvement plan and the projects listed in Appendices A and B*, and shall:

1. Identify each project in the Comprehensive Plan that is growth-related and the proportion of each such project that is growth-related;
2. Forecast the total money available from taxes and other public sources for park and transportation improvements for the next six years;
3. Update the population, building activity and demand and supply data for park and transportation facilities and the impact fee schedule for the next six-year period;
4. Calculate the amount of impact fees already paid; and
5. Identify those Comprehensive Plan projects that have been or are being built but whose performance capacity has not been fully utilized.

B. Amendment to Fee Schedule. The Director shall use this information to prepare biannual periodic amendments to the fee schedules in Appendices A and B*, which shall comprise:

1. The projects in the Comprehensive Plan that are growth-related and that should be funded with forecast public monies and the impact fees already paid; and
2. The projects already built or funded pursuant to this chapter whose performance capacity has not been fully utilized.

C. Council Adoption of Project List. The City Council, at the same time that it adopts the annual budget and appropriates funds for capital improvement projects, may, by separate ordinance, adopt the Director’s proposed project lists and fee amendments, with or without modification.

D. Removal of Project from Project List. Once a project is integrated into the fee schedules in Appendices A and B*, a fee shall be imposed on every development until the project is removed from the project list by one of the following means:

1. The City Council removes, by ordinance, the project from the project list and Appendix A and/or B*, in which case the fees already collected will be refunded, if necessary, to ensure that impact fees remain reasonably related to the park and transportation impacts of development that have paid an impact fee; provided, that a refund shall not be necessary if the Council transfers the fees to the budget of another project that the Council determines will mitigate essentially the same park and transportation impacts; or
2. The capacity created by the project has been fully utilized, in which case the Director shall remove the project from the project list.

E. Update to Impact Fee Rates. The Director may adjust transportation impact fees annually based on available Seattle-area construction cost indexes during the past 12-month period ending in June as determined by the City Engineer. Park impact fees may be adjusted annually based on the Seattle Area Construction Cost Index during the past 12-month period ending June, or another schedule, as determined by the Director, that reflects construction cost increases applicable to park improvement projects. The City Clerk shall maintain a copy of the applicable annual construction cost index for the transportation and parks impact fee update to be made available for public inspection at all reasonable office hours at the City Clerk's office.

*Code reviser's note: Appendix A is attached to Ordinance No. [this one]; Appendix B is attached to Ordinance No. 2694. Both may be found on file in the City Clerk's office.

Section 4. 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 5. 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 6. 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 adoption and publication as required by law.

ADOPTED BY THE CITY COUNCIL ON XXXX XX, 2025.

Kyoko Matsumoto Wright, Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
Hillary J. Evans, City Attorney

Fehr & Peers

Transportation Impact Fee Rate Study

City of Mountlake Terrace

Prepared for:
City of Mountlake Terrace

Submitted on:
9/15/2025

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Introduction

Since 1990, Washington State law (RCW 82.02.050) has allowed jurisdictions to establish transportation impact fee (TIF) programs to fund capacity projects needed to support growth. The City of Mountlake Terrace first established its TIF program in 2007 and last updated the program in 2016¹ following the 2015 Comprehensive Plan. The current program includes eleven projects with an estimated capital value of \$39.7 million (2016 dollars). Most of the projects were focused on traffic signal upgrades or installations; added vehicle capacity; new street connections; and new and/or improved pedestrian and bicycle facilities. Based on the capital value of the projects, the 2016 TIF list could support a maximum rate of \$3,432 (2016 dollars) per PM peak hour vehicle trip. Consistent with Mountlake Terrace Municipal Code 18.30.140, the rate has been adjusted annually to keep pace with construction cost increases and inflation. As of January 1, 2025, the cost per PM peak hour trip was \$5,086.

As part of the Transportation Element in the Comprehensive Plan (adopted in 2024)², the City committed to operationalizing its modal plans through the development of a comprehensive concurrency program to meet level-of-service standards and to revising the impact fee program to fund multimodal projects, consistent with Goal TR-5 and Policy TR-5.6. The adopted Transportation Element includes a wide variety of projects enhancing multimodal capacity, including intersection improvements, and bike and pedestrian projects. This TIF program introduces changes to Mountlake Terrace's existing TIF program, with the most notable being the shift from vehicle trips to person trips as a measure of impacts. This change in methodology better links trip generation from new development to the need for expanding the multimodal transportation network.

State law requires jurisdictions to allow independent fee calculations, enabling any development to submit justification for a reduced fee based on trip data specific to its proposal. The remaining sections of the report describe the impact fee program methodology, the analyses performed, and the resulting recommendations.

¹ City of Mountlake Terrace, Transportation Impact Fee Study Update, 2016,
<https://www.cityofmlt.com/documentcenter/view/10560>

² City of Mountlake Terrace, Vision 2044 – Comprehensive Plan, 2024,
<https://www.cityofmlt.com/DocumentCenter/View/37789/Mountlake-Terrace-Vision-2044-Comprehensive-Plan-Adopted>

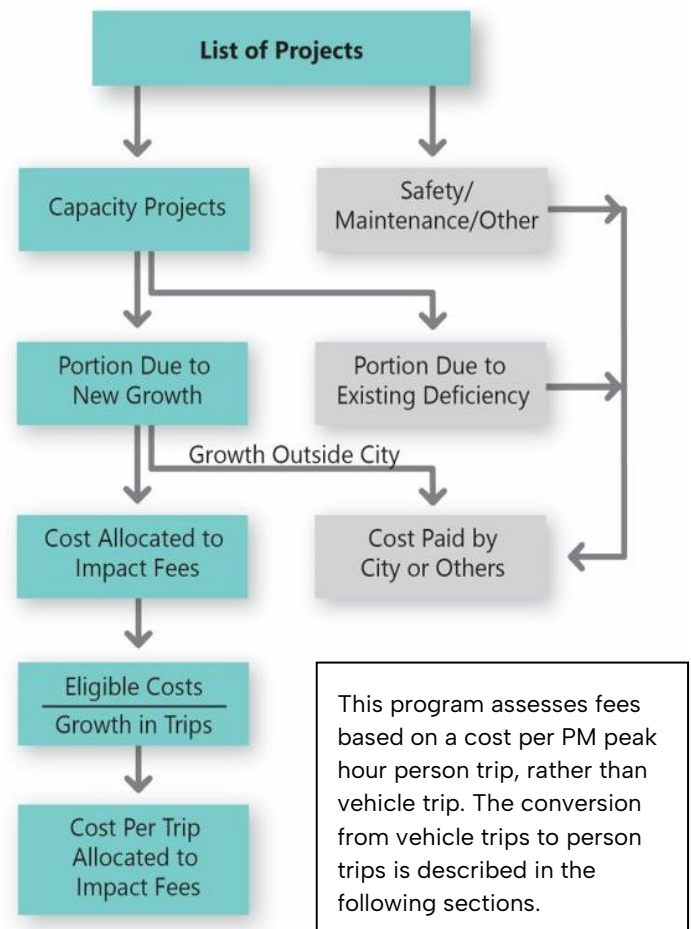
Methodology

The multimodal impact fee structure for the City of Mountlake Terrace was designed to determine the fair share of multimodal transportation improvement costs that may be charged to new development. The following key points summarize the impact fee structure (see **Figure 1**):

- A TIF project list was developed from eligible projects identified in the adopted 2024 Transportation Element.
- Each projects was evaluated for impact fee eligibility. Non-capacity investments, primarily maintenance and safety improvement projects, were eliminated.
- Of the remaining eligible projects, the portion of those projects addressing existing deficiencies or carrying non-city growth were subtracted from eligible costs.
- The remaining eligible program costs were divided by Mountlake Terrace's expected growth in PM peak hour person trips over the next 10 years.

After determining the eligible cost per PM peak hour person trip, a land use-based fee schedule was developed for the entire city, using the calculated cost per PM peak hour person trip. Person trip rates for multiple land use categories were estimated using vehicle trip generation rates from the 12th Edition of the Institute of Transportation Engineers *Trip Generation Manual* and the ratio of person trips to vehicle trips from household travel surveys conducted by the Puget Sound Regional Council (PSRC).

Figure 1. Impact Fee Structure



Project List

Washington State law (RCW 82.02.050) allows jurisdictions to establish TIF programs to fund “transportation system improvements” included in the capital facilities element of a jurisdiction’s comprehensive plan. TIF funds must be spent or encumbered within 10 years of collection and are assessed based on a development’s proportionate share of transportation system improvements on the TIF project list.

Transportation system improvements can include physical or operational changes to existing transportation facilities, as well as new transportation connections that are built in one location to benefit projected needs at another location. Projects funded by a TIF program must add new multimodal capacity to accommodate future growth in the city. The funds cannot be spent on non-capacity activities, like maintenance, and must be related to growth within the city – they cannot be spent addressing existing deficiencies or capacity needs driven by growth outside of the jurisdiction.

Until 2023, State law limited expenditures to “streets and roads” projects within the right-of-way. Most jurisdictions in Washington have interpreted “streets and roads” as including “complete streets” facilities that are typically found in the right-of-way and/or documented on roadway standard plans, such as travel lanes, bike lanes, planting strips, sidewalks, crosswalks, midblock crossings, traffic signals, roundabouts, overhead signage, and lighting. However, trails and pathways that are not within the public transportation right-of-way were ineligible for TIF funds. In 2023, the Washington State Legislature passed Senate Bill 5452, which broadens the type of infrastructure that can be funded by TIF fees to include “bicycle and pedestrian facilities that were designed with multimodal commuting as an intended use.” Therefore, for the 2025 TIF program update, transportation-oriented trails projects outside of the right-of-way can now be funded alongside streets and roads as eligible public facilities for impact fees.

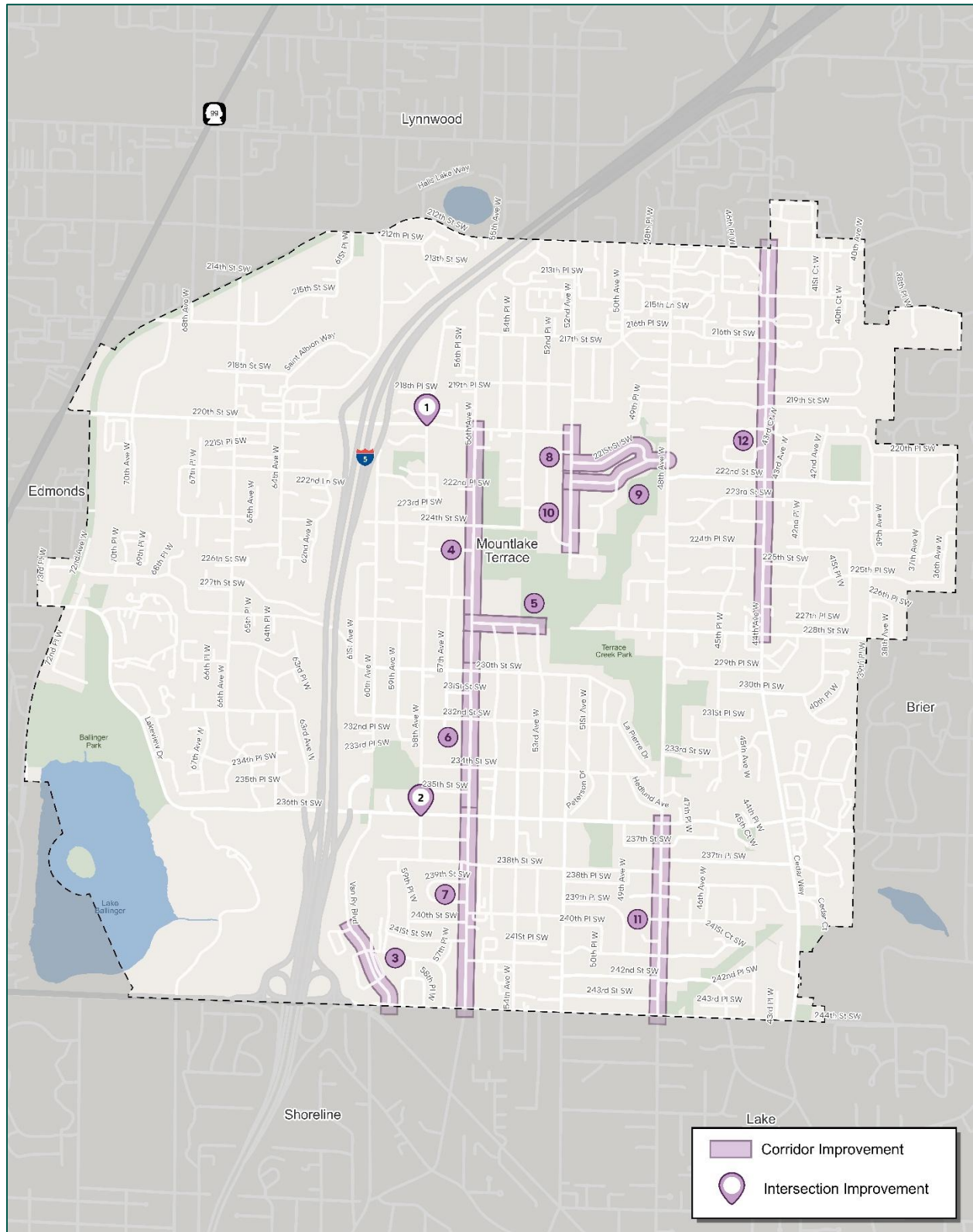
The City of Mountlake Terrace is updating its TIF program to help fund high-priority transportation projects identified in its Transportation Element consistent with the new provisions allowed under State law. The proposed projects are necessary to meet concurrency, and strongly advance the multimodal goals stated in the Transportation Element.

Table 1 describes the projects proposed for inclusion in the impact fee program. These projects are further illustrated in **Figure 2**.

Table 1. Proposed Projects for Inclusion in TIF Program

ID	Project Name	Project Description	Cost Estimate (2025 \$)
1	220th St SW & 58th Ave W Roundabout or Signal	Improve intersection with construction of signal or roundabout	\$2,200,000
2	236th St SW & 58th Ave W Signal	Improve intersection with construction of a signal	\$700,000
3	Van Ry Blvd Buffered Bike Lane	Add buffered bike lanes from Mountlake Dr to 244th St SW. Includes removal of planted median, street overlay, some sidewalk and curb ramp work.	\$1,400,700
4	56th Ave W Striped Bike Lane	Add striped bike lanes from 220th St SW to 230th St SW	\$6,333,600
5	228th St SW Greenway / Bike Boulevard	Create greenway/bike boulevard from 56th Ave SW to 53rd Ave W.	\$500,000
6	Main St Revitalization Phase 2	Reconstruct roadway, widen sidewalk, and mark striped bike lanes and continuous two-way left-turn lane on 56th Ave W from 230th St SW to 236th St SW	\$25,000,000
7	56th Ave W Buffered Bike Lane	Add buffered bike lanes, upgrade sidewalk for ADA accessibility, and resurface roadway from 236th St SW to 244th St SW	\$3,428,400
8	52nd Ave W Buffered Bike Lane	Add bike lanes from 220th St SW to 222nd St SW	\$1,070,400
9	221st/222nd Greenway / Bike Boulevard	Add greenway/bike boulevard from 52nd Ave W to 48th Ave W	\$2,218,800
10	52nd Ave W Sidewalk	Construct pedestrian sidewalk from 222nd St SW to 224th St SW	\$801,700
11	48th Ave W Buffered Bike Lane	Add buffered bike lanes from 236th St SW to 244th St SW, reconstruct sidewalks for ADA accessibility, and resurface roadway	\$7,200,600
12	44th Ave W Road Diet	Reduce lanes, add buffered bike lanes, upgrade sidewalk for ADA accessibility, and resurface roadway from 212th St SW to 228th St SW	\$13,920,800

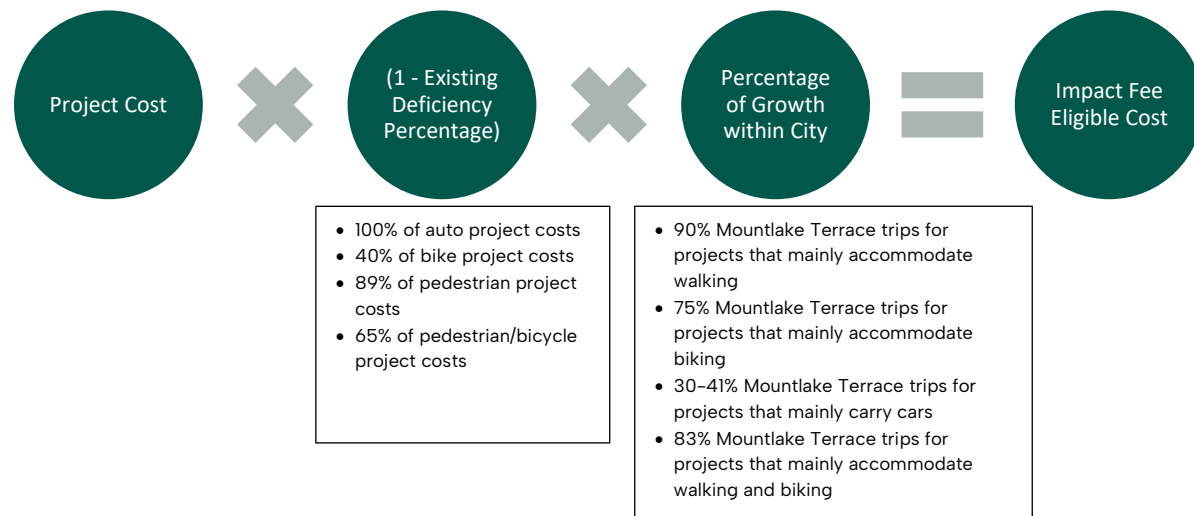
Figure 2. Proposed Projects for Inclusion in TIF Program



Impact Fee Eligible Costs

Figure 3 shows the calculation steps for determining the total impact fee eligible cost.

Figure 3. Equation for Calculating the Eligible Impact Fee Cost



After determining which projects increase capacity and are impact fee eligible, the existing deficiency was calculated to subtract the portion of the project cost that relates to existing level of service (LOS) deficiencies. Projects were grouped by mode, resulting in groups for vehicle projects, bicycle projects, pedestrian projects, or a combination of these. For vehicle projects, there were no existing deficiencies, as all the intersections identified for improvement on the impact fee project list currently meet the LOS standards documented in the Transportation Element².

For bicycle and pedestrian projects, the active transportation system completeness approach was used. Using GIS, Mountlake Terrace's existing and future sidewalks and bike lanes were quantified. The sum of existing sidewalks on arterials was divided by the total future sidewalk network on arterials to calculate sidewalk facility system completeness. This analysis found that the city's sidewalk network is 89% complete. Similarly, the sum of bike lane facilities was divided by the total future bike lane network to determine bike facility system completeness. This calculation determined that the city's bike network is 40% complete. The existing deficiency was then calculated by subtracting these values from 1, leading to a deficiency of 10.6% for sidewalk system completeness and 60% for bicycle system completeness.

With deficiencies accounted for, all the remaining project costs are related to supporting new growth in trips. However, not all the forecasted trip growth comes from Mountlake Terrace development – there is a portion of growth that comes from surrounding jurisdictions. Mountlake Terrace does not have the authority to charge growth in neighboring jurisdictions for their share of building new transportation infrastructure. To account for this statutory limitation, adjustments were made for trips that pass through Mountlake Terrace or only have one end of the trip starting or ending in Mountlake Terrace. For projects serving pedestrians, such as sidewalks, 90% of trips are assumed to be related

to uses in Mountlake Terrace. For projects serving bicycles, such as bike lanes, trails, and shared-use paths, 75% of trips are assumed to be related to uses in Mountlake Terrace. These percentages are consistent with assumptions applied by other communities in the Puget Sound region, including Woodinville, Kirkland, Kent, and Federal Way.

For projects that are being built to support auto capacity, Fehr & Peers analyzed traffic forecasts generated by Mountlake Terrace’s travel model in the areas of the city where TIF projects are located to find the portion of trips relating to land uses outside of Mountlake Terrace. For each project, the portion of growth within the City, including half of all trips that begin or end outside of Mountlake Terrace, was calculated to range from 30–41% depending on the project.

The proposed TIF project list has a capital cost estimate of \$64.78 million and includes 12 projects. After applying the existing deficiency calculation and multiplying by the percentage of growth within the city, the total eligible impact fee cost comes to \$25.87 million. This final cost is then divided by the growth in person trips over 10 years to calculate the maximum allowable cost per PM peak hour person trip.

$$\text{Maximum Allowable Cost per PM Peak Hour Person Trip} = \frac{\text{Impact Fee Eligible Costs}}{\text{Growth in Person Trips over 10 years}}$$

Person Trip Growth

Determining the growth in travel demand caused by new development is a key requirement for a TIF program. To associate growth with travel demand, the total eligible costs of projects on the TIF project list (\$25.87M) are divided by the total growth in person trips in Mountlake Terrace based on development expected over the next 10 years to determine a cost per person trip. As part of the update to Mountlake Terrace’s Transportation Element, Fehr & Peers developed a travel model that estimates person trip growth between 2023 and 2033. Based on that model, it is assumed that land use growth in Mountlake Terrace will result in an increase of 4,275 PM peak hour person trips over the 10-year timeframe. **Table 2** shows the final growth in person trip ends for the City of Mountlake Terrace.

Table 2. PM Peak Hour Person Trip Ends

Year	Trip Ends
2023	14,001
2033	18,276
Growth in Trip Ends	4,275

Source: Fehr & Peers analysis of Mountlake Terrace travel demand model.

Table 3 summarizes the impact fee project costs, eligible costs, and maximum allowable TIF rate per person trip.

Table 3. Impact Fee Costs

	Impact Fee Cost
Total Impact Fee Project Cost	\$64,775,000
Total Eligible Impact Fee Cost	\$25,868,422
Growth in Person Trip Ends	4,275
Maximum Allowable Cost per Person Trip	\$6,051

Source: Fehr & Peers.

Exemptions and Fee Reductions

The City can choose to exempt certain land uses, such as non-residential ground floor uses and low-income housing, from paying impact fees. In most cases, the City must repay exempted fees from non-impact fee accounts. However, there are a few land uses where the State allows the City to exempt fees without a payback provision – these include up to 80 percent of fees from low-income housing and early learning centers specified in RCW 82.02.060. The City currently allows a fee exemption or reduction for early learning facilities serving low-income students as specified in Mountlake Terrace Municipal Code 18.30.105.

House Bill 1491 (2025) introduces a mandatory 50% reduction in transportation impact fees for qualifying transit-oriented development. Specifically, multifamily housing projects located within designated station areas (RCW 36.70A.030) and claiming the 20-year multiple-unit housing property tax exemption (RCW 84.14.020(1)(a)(ii)(D)) must receive this reduction. Unlike other exemptions, this is not a discretionary policy choice for the City but a state requirement intended to lower upfront costs and encourage dense housing near major transit stops.

Fee Schedule

Table 4 describes each piece of information included in the fee schedule. **Table 5** shows the proposed impact fee schedule based on the maximum fee. This rate schedule includes components such as vehicle trip generation rates, person trip rates, and new trip percentages. To develop the proposed impact fee schedule, Fehr & Peers started with Mountlake Terrace’s current fee schedule, and made the following adjustments:

- Based rates on the maximum fee of \$6,051 per PM peak hour person trip
- Removed land use categories that are no longer in the ITE Trip Generation Handbook, 12th Edition.
- Updated PM peak hour vehicle trip rates to be consistent with the ITE Trip Generation Handbook, 12th Edition.
- Converted vehicle trips to person trips based on 2021 PSRC household travel survey data.
- Added new land use categories based on feedback on typical land use proposals³.
- Updated the non-pass by trip percentages based on 12th Edition ITE Trip Generation Handbook.

³ If none of the land use categories included in the rate table are appropriate for a specific development, applicants may reference other categories from the *ITE Trip Generation Manual* as the basis for determining applicable fees.

Table 4. Fee Schedule Column Descriptions

Column Name	Description
ITE Land Use Category	Land use types pulled from the ITE Trip Generation Manual.
ITE Code	The three-digit numerical code associated with the ITE Land Use Category.
Vehicle PM Peak Trip Rate	ITE Trip Generation Handbook, 12th Edition: 4–6 PM Peak Hour Vehicle Trip Generation Rates for the Adjacent Street Traffic (Weekday, 4–6PM) associated with the ITE Land Use Category.
Vehicle-to-Person Trip Ratio	The ratio of vehicle trips to person trips as extracted from the 2021 PSRC Household Travel Survey.
PM Peak Person Trip Rate	The person trip rate during the PM peak associated with the ITE Land Use Category. This is calculated by multiplying the Vehicle PM Peak Trip Rate by the Vehicle-to-Person Trip Ratio.
Pass-by, Diverted Link %	Exclusion of pass-by trips: see Trip Generation Handbook: ITE Trip Generation Handbook – 12th Edition
Net New Person Trips per Unit	The number of new person trips per unit, excluding the pass-by trips. This is calculated by multiplying the PM Peak Person Trip Rate by the Pass-by, Diverted Link percentage.
Maximum Defensible Rate	This is the maximum rate that the City can charge as part of their impact fee program.
Unit of Measure	Unit of measure for calculating the total fee.

Source: Fehr & Peers.

Table 5. Mountlake Terrace Transportation Impact Fee Schedule

ITE Land Use Category	ITE Code	Vehicle PM Peak Hour Trip Rate ¹	Vehicle-to-Person Trip Ratio ²	PM Peak Hour Person Trip Rate	Pass-by, Diverted Link % ³	Net New Person Trips per Unit ⁴	Maximum Defensible Rate	Unit of Measure
Park & Ride w/ Bus Service	90	0.47	1.08	0.51	0%	0.51	\$3,072	Parking Spaces
General Light Industrial	110	0.49	1.08	0.53	0%	0.53	\$3,202	per 1,000 sq ft
Industrial Park	130	0.23	1.08	0.25	0%	0.25	\$1,503	per 1,000 sq ft
Manufacturing	140	0.63	1.08	0.68	0%	0.68	\$4,117	per 1,000 sq ft
Warehousing	150	0.15	1.08	0.16	0%	0.16	\$980	per 1,000 sq ft
Mini Warehouse	151	0.14	1.08	0.15	0%	0.15	\$915	per 1,000 sq ft
High-Cube & Short-Term Storage Warehouse	154	0.1	1.08	0.11	0%	0.11	\$654	per 1,000 sq ft
Utilities	170	2.16	1.08	2.33	0%	2.33	\$14,116	per 1,000 sq ft
Single Family Detached Housing	210	0.93	1.45	1.35	0%	1.35	\$8,160	per dwelling unit
Single Family Detached Housing ADU	210	0.93	1.45	1.35	0%	1.35	\$4,080	per dwelling unit
Single Family Attached Housing	215	0.51	1.45	0.74	0%	0.74	\$4,475	per dwelling unit
Single Family Attached Housing ADU	215	0.51	1.45	0.74	0%	0.74	\$4,475	per dwelling unit
MF (Low-Rise)-Not Close to Rail	220	0.52	1.45	0.75	0%	0.75	\$4,563	per dwelling unit
MF (Low-Rise) - Close to Rail	220	0.45	1.45	0.65	0%	0.65	\$3,948	per dwelling unit
MF (Mid-Rise)-Not Close to Rail	221	0.38	1.45	0.55	0%	0.55	\$3,334	per dwelling unit
MF (Mid-Rise) - Close to Rail	221	0.29	1.45	0.42	0%	0.42	\$2,544	per dwelling unit

ITE Land Use Category	ITE Code	Vehicle PM Peak Hour Trip Rate ¹	Vehicle-to-Person Trip Ratio ²	PM Peak Hour Person Trip Rate	Pass-by, Diverted Link % ³	Net New Person Trips per Unit ⁴	Maximum Defensible Rate	Unit of Measure
MF (High-Rise)-Not Close to Rail	222	0.26	1.45	0.38	0%	0.38	\$2,281	per dwelling unit
MF (High-Rise) - Close to Rail	222	0.26	1.45	0.38	0%	0.38	\$2,281	per dwelling unit
Affordable Housing	223	0.46	1.45	0.67	0%	0.67	\$4,036	per dwelling unit
Low Rise Residential w/ Commercial	230	0.36	1.45	0.52	0%	0.52	\$3,159	per dwelling unit
Mid Rise Residential w/ Commercial	231	0.4	1.45	0.58	0%	0.58	\$3,510	per dwelling unit
High Rise Residential w/ Commercial	232	0.21	1.45	0.30	0%	0.30	\$1,843	per dwelling unit
Senior Adult Housing - Single Family	251	0.29	1.45	0.42	0%	0.42	\$2,544	per dwelling unit
Senior Adult Housing - MF	252	0.25	1.45	0.36	0%	0.36	\$2,194	per dwelling unit
Congregate Care Facility	253	0.18	1.45	0.26	0%	0.26	\$1,579	per dwelling unit
Assisted Living	254	0.38	1.45	0.55	0%	0.55	\$3,334	per 1,000 sq ft
Continuing Care Retirement Community	255	0.19	1.45	0.28	0%	0.28	\$1,667	Occ. Units
Residential PUD (Planned Unit Devel)	270	0.69	1.45	1.00	0%	1.00	\$6,054	per dwelling unit
Hotel	310	0.47	1.45	0.68	0%	0.68	\$4,124	per room
Motel	320	0.37	1.45	0.54	0%	0.54	\$3,246	per room
Multipurpose Rec. Facility	435	3.44	1.25	4.30	0%	4.30	\$26,020	per 1,000 sq ft

ITE Land Use Category	ITE Code	Vehicle PM Peak Hour Trip Rate ¹	Vehicle-to-Person Trip Ratio ²	PM Peak Hour Person Trip Rate	Pass-by, Diverted Link % ³	Net New Person Trips per Unit ⁴	Maximum Defensible Rate	Unit of Measure
Bowling Alley	437	1.16	1.25	1.45	0%	1.45	\$8,774	per 1,000 sq ft
Health/Fitness Club	492	3.77	1.25	4.71	0%	4.71	\$28,516	per 1,000 sq ft
Athletic Club	493	3.38	1.25	4.23	0%	4.23	\$25,566	per 1,000 sq ft
Recreational Com. Center	495	2.89	1.25	3.61	19%	2.93	\$17,706	per 1,000 sq ft
Private School (K-8)	530	0.26	1.26	0.33	0%	0.33	\$1,982	Employees
Church	560	0.43	1.26	0.54	0%	0.54	\$3,278	per 1,000 sq ft
Daycare Center	565	10.75	1.26	13.55	44%	7.59	\$45,899	per 1,000 sq ft
Nursing Home	620	0.59	1.26	0.74	0%	0.74	\$4,498	per 1,000 sq ft
Clinic	630	3.67	1.26	4.62	0%	4.62	\$27,981	per 1,000 sq ft
Animal/Veterinary Hospital/Clinic	640	3.53	1.26	4.45	0%	4.45	\$26,914	per 1,000 sq ft
General Office	710	1.18	1.22	1.44	0%	1.44	\$8,711	per 1,000 sq ft
Corporate Headquarters	714	1.6	1.22	1.95	0%	1.95	\$11,812	per 1,000 sq ft
Single Tenant Office Building	715	1.8	1.22	2.20	0%	2.20	\$13,288	per 1,000 sq ft
Medical Dental Office	720	3.42	1.22	4.17	0%	4.17	\$25,248	per 1,000 sq ft
Government Office Building	730	1.71	1.22	2.09	0%	2.09	\$12,624	per 1,000 sq ft
US Post Office	732	16.73	1.22	20.41	0%	20.41	\$123,506	per 1,000 sq ft
Office Park	750	1.21	1.22	1.48	0%	1.48	\$8,933	per 1,000 sq ft
R&D Center	760	0.45	1.22	0.55	0%	0.55	\$3,322	per 1,000 sq ft
Business Park	770	0.79	1.22	0.96	0%	0.96	\$5,832	per 1,000 sq ft
Building Materials/Lumber	812	1.59	1.25	1.99	0%	1.99	\$12,027	per 1,000 sq ft

ITE Land Use Category	ITE Code	Vehicle PM Peak Hour Trip Rate ¹	Vehicle-to-Person Trip Ratio ²	PM Peak Hour Person Trip Rate	Pass-by, Diverted Link % ³	Net New Person Trips per Unit ⁴	Maximum Defensible Rate	Unit of Measure
Free Standing Discount Superstore	813	4.32	1.25	5.40	29%	3.83	\$23,200	per 1,000 sq ft
Variety Store	814	6.7	1.25	8.38	34%	5.53	\$33,447	per 1,000 sq ft
Free-Standing Discount Store	815	4.86	1.25	6.08	20%	4.86	\$29,408	per 1,000 sq ft
Hardware/Paint Store	816	2.98	1.25	3.73	26%	2.76	\$16,680	per 1,000 sq ft
Shopping Center	820	3.26	1.25	4.08	29%	2.89	\$17,507	per 1,000 sq ft
Shopping Plaza (40-150ksf)	821	8.58	1.25	10.73	40%	6.44	\$38,939	per 1,000 sq ft
Strip Retail Plaza (<40ksf)	822	6.29	1.25	7.86	0%	7.86	\$47,577	per 1,000 sq ft
Automobile Parts Sales	843	4.86	1.25	6.08	43%	3.46	\$20,953	per 1,000 sq ft
Tire Store	848	3.85	1.25	4.81	25%	3.61	\$21,841	per 1,000 sq ft
Tire Superstore	849	2.11	1.25	2.64	0%	2.64	\$15,960	per 1,000 sq ft
Supermarket	850	8.79	1.25	10.99	24%	8.35	\$50,530	per 1,000 sq ft
Convenience Market (Open 24 hrs)	851	48.3	1.25	60.38	0%	60.38	\$365,335	per 1,000 sq ft
Sporting Goods Superstore	861	3.1	1.25	3.88	0%	3.88	\$23,448	per 1,000 sq ft
Home Improvement Superstore	862	2.28	1.25	2.85	42%	1.65	\$10,002	per 1,000 sq ft
Electronics Superstore	863	4.25	1.25	5.31	40%	3.19	\$19,288	per 1,000 sq ft
Discount Home Furn. Superstore	869	1.57	1.25	1.96	0%	1.96	\$11,875	per 1,000 sq ft
Department Store	875	1.95	1.25	2.44	0%	2.44	\$14,750	per 1,000 sq ft
Pharmacy/Drug w/o Drive-Thru	880	8.51	1.25	10.64	53%	5.00	\$30,253	per 1,000 sq ft

ITE Land Use Category	ITE Code	Vehicle PM Peak Hour Trip Rate ¹	Vehicle-to-Person Trip Ratio ²	PM Peak Hour Person Trip Rate	Pass-by, Diverted Link % ³	Net New Person Trips per Unit ⁴	Maximum Defensible Rate	Unit of Measure
Pharmacy/Drugstore w/ Drive-Thru	881	10.24	1.25	12.80	49%	6.53	\$39,502	per 1,000 sq ft
Furniture/Flooring Store	890	0.57	1.25	0.71	53%	0.33	\$2,026	per 1,000 sq ft
Walk-in Bank	911	12.13	1.25	15.16	0%	15.16	\$91,750	per 1,000 sq ft
Drive-in Bank	912	21.03	1.25	26.29	35%	17.09	\$103,394	per 1,000 sq ft
Hair Salon	918	1.45	1.25	1.81	0%	1.81	\$10,968	per 1,000 sq ft
Food Cart Pod	926	6.16	1.25	7.70	0%	7.70	\$46,593	Food Cart
High Volume Fast Food Restaurant	929	58.43	1.25	73.04	0%	73.04	\$441,957	per 1,000 sq ft
Fast Casual Restaurant	930	14.35	1.25	17.94	0%	17.94	\$108,541	per 1,000 sq ft
Fine Dining Restaurant	931	8.1	1.25	10.13	44%	5.67	\$34,310	per 1,000 sq ft
High Turnover/Sit Down Rest	932	9.18	1.25	11.48	43%	6.54	\$39,579	per 1,000 sq ft
Fast Food w/o Drive Thru	933	36.73	1.25	45.91	0%	45.91	\$277,821	per 1,000 sq ft
Fast Food with Drive Thru	934	31.6	1.25	39.50	55%	17.78	\$107,558	per 1,000 sq ft
Fast Food Drive Thru Only	935	59.5	1.25	74.38	31%	51.32	\$310,535	per 1,000 sq ft
Coffee/Donut Shop w/o Drive Thru	936	31.53	1.25	39.41	0%	39.41	\$238,489	per 1,000 sq ft
Coffee/Donut Shop w/ Drive Thru	937	39	1.25	48.75	81%	9.26	\$56,048	per 1,000 sq ft
Coffee/Donut Drive Thru Only	938	15.08	1.25	18.85	98%	0.38	\$2,281	per 1,000 sq ft
Quick Lube Vehicle Shop	941	4.85	1.25	6.06	0%	6.06	\$36,685	Service Bays
Automobile Care Center	942	4.9	1.25	6.13	0%	6.13	\$37,063	per 1,000 sq ft

ITE Land Use Category	ITE Code	Vehicle PM Peak Hour Trip Rate ¹	Vehicle-to-Person Trip Ratio ²	PM Peak Hour Person Trip Rate	Pass-by, Diverted Link % ³	Net New Person Trips per Unit ⁴	Maximum Defensible Rate	Unit of Measure
Automobile Parts & Service Center	943	2.06	1.25	2.58	0%	2.58	\$15,582	per 1,000 sq ft
Gasoline/Service Station	944	14.23	1.25	17.79	57%	7.65	\$46,283	Fuel. Position
Convenience Store (2-4ksf) /Gas Station	945	15.85	1.25	19.81	56%	8.72	\$52,750	Fuel Position
Self-Service Carwash	947	4.69	1.25	5.86	0%	5.86	\$35,475	Stalls
Automated Car Wash	948	24.4	1.25	30.50	0%	30.50	\$184,558	per 1,000 sq ft
Brewery Taproom	971	9.83	1.25	12.29	0%	12.29	\$74,353	per 1,000 sq ft
Drinking Place	975	6.44	1.25	8.05	0%	8.05	\$48,711	per 1,000 sq ft

Notes: This fee schedule represents only the most common uses in Mountlake Terrace and is not all-inclusive. If none of the land use categories included in the rate table are appropriate for a specific development, applicants may reference other categories from the *ITE Trip Generation Manual* as the basis for determining applicable fees.

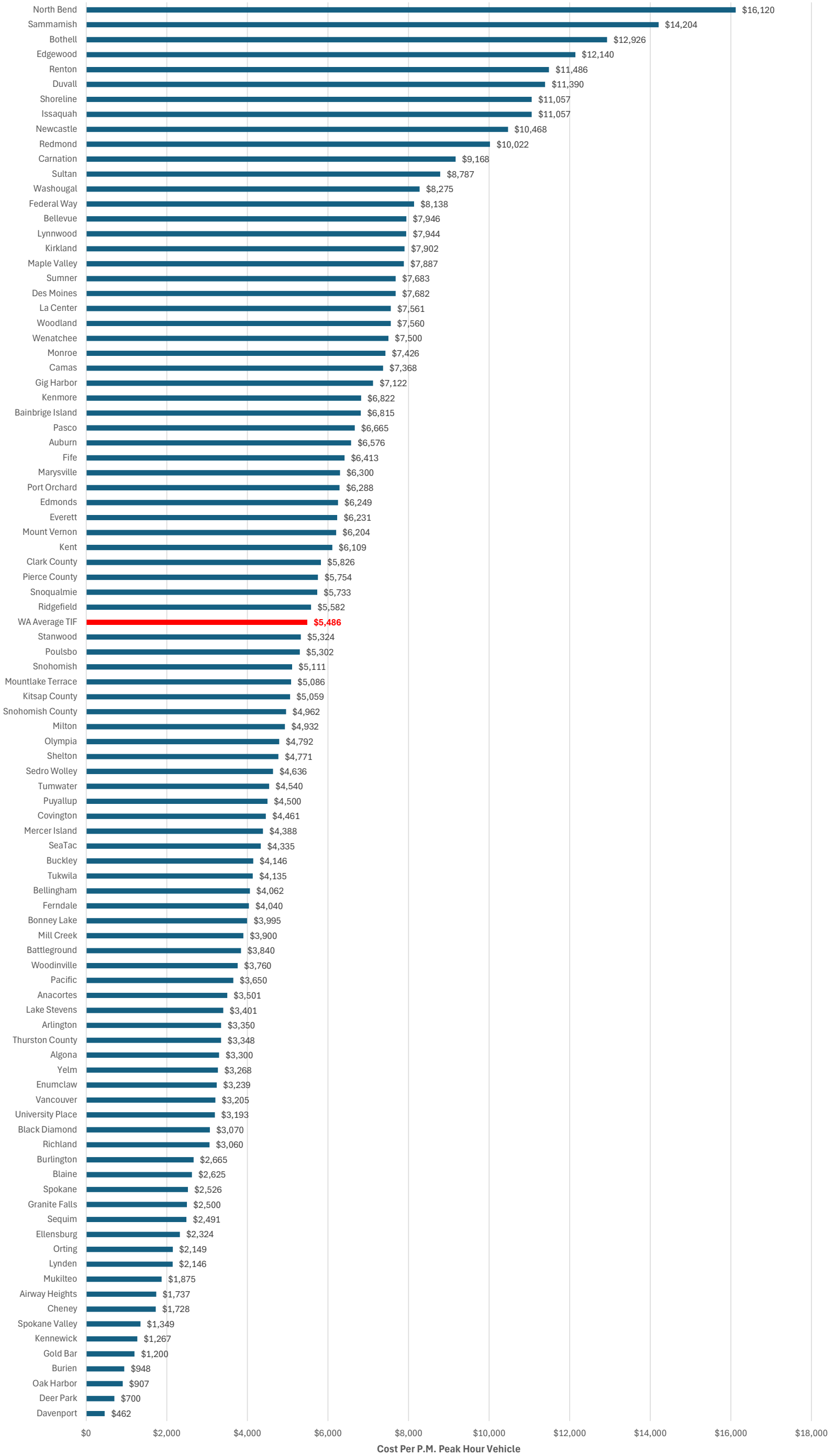
1. ITE Trip Generation Handbook, 12th Edition: 4–6 PM Peak Hour Vehicle Trip Generation Rates for the Adjacent Street Traffic (Weekday, 4–6PM).
2. The ratio of vehicle trips to person trips as extracted from the 2021 PSRC Household Travel Survey.
3. Excludes pass-by trips: see ITE Trip Generation Handbook – 12th Edition.
4. PM Peak Person Trip Rate multiplied by the Pass-by, Diverted Link percentage.

Source: Fehr & Peers.

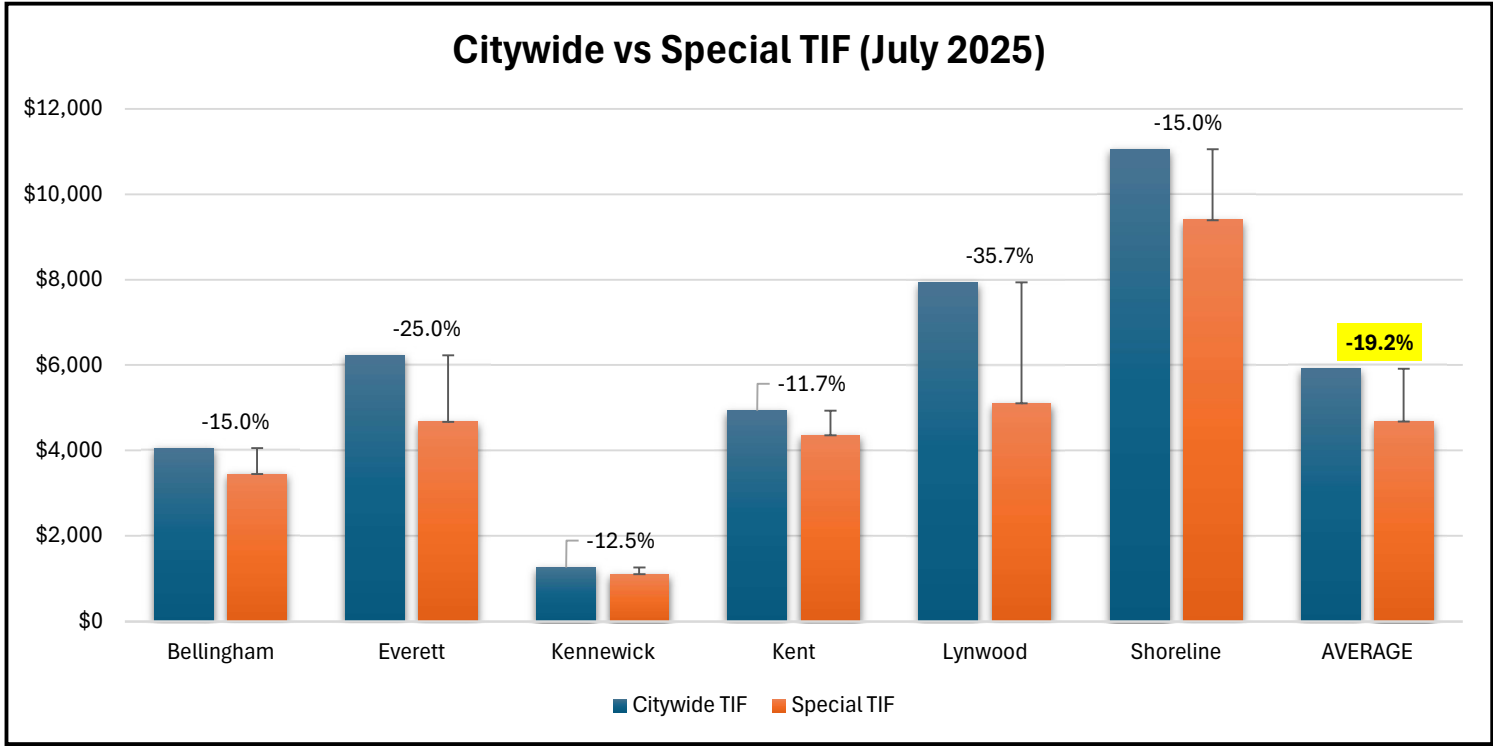
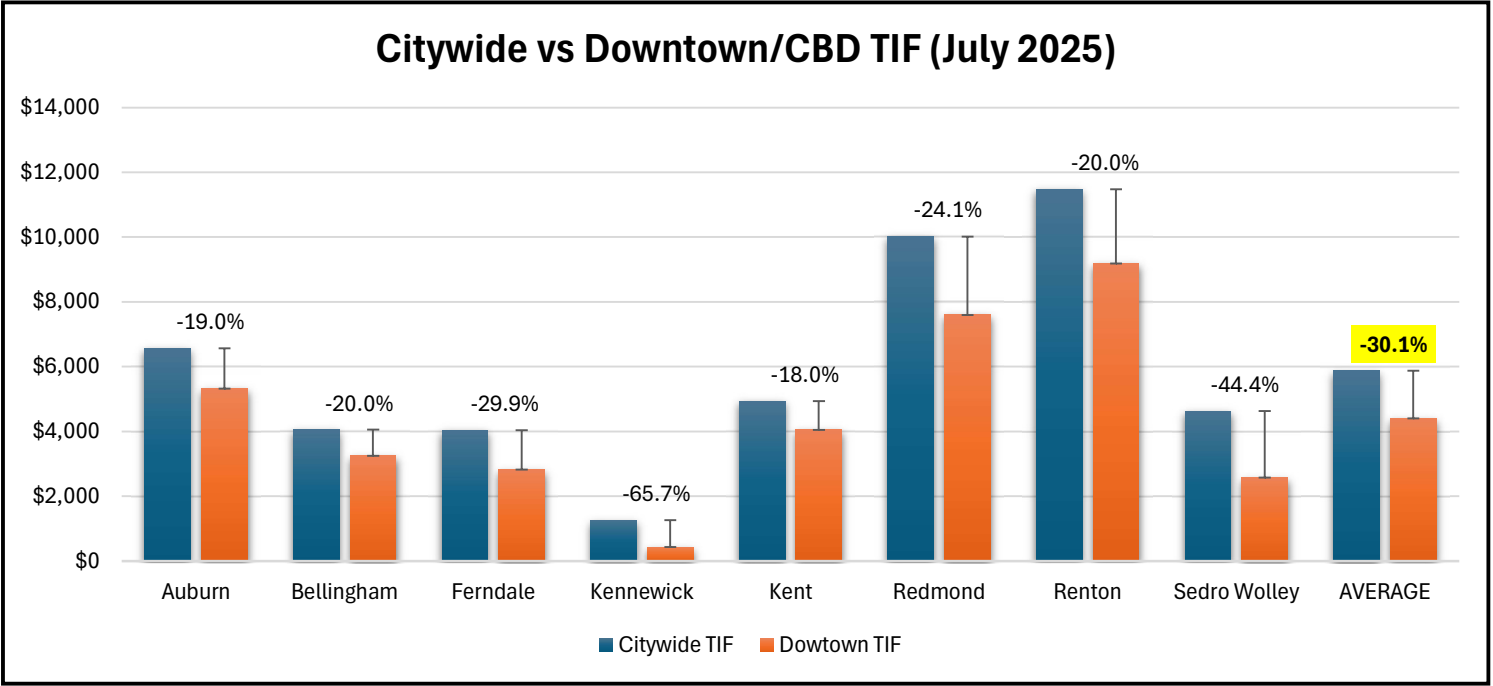
2025 Transportation Impact Fee Comparison: 90 Cities + 5 Counties in Washington State

Data compiled July 2025 from websites, fee sheets, telephone and email inquiries by
Walter Donovan Jr, Transportation Planning Intern

For inquiries please contact: Chris Comeau, Senior Transportation Planner, chris.comeau@transpogroup.com



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City	2025 Population	2025 Base Rate	Urban Center Initiative	City	2025 Population	2025 Base Rate	Urban Center Initiative
Airway Heights	12,120	\$1,737		Mill Creek	21,630	\$3,900	
Algona	3,335	\$3,300		Milton	8,795	\$4,932	
Anacortes	18,350	\$3,501		Monroe	20,960	\$7,426	
Arlington ¹	19,868	\$3,350		Mount Vernon ²³	36,050	\$6,204	Yes: C-1A & C-1C Zones (Multi-Family)
Auburn ²	90,320	\$6,576	Yes: Downtown	Mountlake Terrace	24,640	\$5,086	
Bainbrige Island ³	25,530	\$6,815		Mukilteo	21,600	\$1,875	
Battleground ⁴	22,790	\$3,840		Newcastle	13,880	\$10,468	
Bellevue ⁵	158,000	\$7,946	Yes: Downtown & TOD (Multi-Family/Commercial)	North Bend	8,590	\$16,120	
Bellingham ⁶	98,340	\$4,062	Yes: Downtown/Urban Villages	Oak Harbor	24,820	\$907	
Black Diamond	7,435	\$3,070		Olympia ²⁴	57,970	\$4,792	Yes: Downtown & High Density Corridors (Multi-Family/Commercial)
Blaine	6,585	\$2,625		Orting	9,125	\$2,149	
Bonney Lake ⁷	23,450	\$3,995		Pacific	7,280	\$3,650	
Bothell ⁸	51,760	\$12,926	Yes: Main Street (Commercial)	Pasco ²⁵	82,990	\$6,665	
Buckley	5,785	\$4,146		Port Orchard	19,260	\$6,288	
Burien	53,320	\$948		Poulsbo ²⁶	13,110	\$5,302	
Burlington	10,910	\$2,665		Puyallup	43,730	\$4,500	
Camas ⁹	27,970	\$7,368		Redmond ²⁷	82,380	\$10,022	Yes: CBD
Carnation	2,320	\$9,168		Renton ²⁸	109,700	\$11,486	Yes: Central Downtown (CD)
Cheney ¹⁰	13,180	\$1,728		Richland ²⁹	64,930	\$3,060	
Covington	22,160	\$4,461		Ridgefield ³⁰	16,290	\$5,582	
Davenport	1,720	\$462		Sammamish	68,480	\$14,204	
Deer Park ¹¹	5,135	\$700		SeaTac	32,990	\$4,335	
Des Moines	33,540	\$7,682		Sedro Wolley ³¹	13,360	\$4,636	Yes: CBD
Duvall	8,810	\$11,390		Sequim	8,410	\$2,491	
Edgewood	14,120	\$12,140		Shelton	10,410	\$4,771	
Edmonds	43,510	\$6,249		Shoreline ³²	63,740	\$11,057	Yes; High-Activity Areas
Ellensburg	21,260	\$2,324		Snohomish	10,500	\$5,111	
Enumclaw	13,400	\$3,239		Snoqualmie	14,550	\$5,733	
Everett ¹²	114,700	\$6,231	Yes: Parking Area A	Spokane ³³	234,700	\$2,526	Yes: City Center & Corridor Zones
Federal Way ¹³	102,900	\$8,138	Yes: City Center (Commercial)	Spokane Valley ³⁴	110,200	\$1,349	
Ferndale ¹⁴	17,020	\$4,040	Yes: Downtown	Stanwood	8,950	\$5,324	
Fife ¹⁵	11,300	\$6,413	Yes: Use-based (30% reduction)	Sultan	7,405	\$8,787	
Gig Harbor	13,110	\$7,122		Sumner	11,080	\$7,683	
Gold Bar	2,350	\$1,200		Tukwila ³⁵	22,960	\$4,135	
Granite Falls	4,775	\$2,500		Tumwater	27,680	\$4,540	
Issaquah	41,560	\$11,057		University Place	36,140	\$3,193	
Kenmore	24,520	\$6,822		Vancouver ³⁶	205,100	\$3,205	
Kennewick ¹⁶	87,790	\$1,267	Yes; Downtown & Vista Field	Washougal ³⁷	18,360	\$8,275	
Kent ¹⁷	140,100	\$6,019	Yes; Downtown & Midway	Wenatchee	36,170	\$7,500	
Kirkland ¹⁸	97,850	\$7,902		Woodinville	14,060	\$3,760	
La Center	4,270	\$7,561		Woodland	6,585	\$7,560	
Lacey ¹⁹	60,380	-		Yelm	11,130	\$3,268	
Lake Stevens ²⁰	42,180	\$3,401	Yes; TIF Zone 1	County	Population	Base Rate	Urban Center Initiative
Lynden ²¹	16,840	\$2,146		Clark County ³⁸	542,400	\$5,826	
Lynnwood ²²	42,540	\$7,944	Yes: City Center and Mall	Kitsap County	288,900	\$5,059	
Maple Valley	29,340	\$7,887		Pierce County ³⁹	959,900	\$5,754	
Marysville	75,640	\$6,300		Snohomish County ⁴⁰	873,800	\$4,962	
Mercer Island	25,850	\$4,388		Thurston County ⁴¹	309,100	\$3,348	
Notes: All data above and below obtained from public websites, fee sheets, telephone calls, emails, and ITE Trip Generation Manuals. 2025 OFM April 1 population data used.							
1. Arlington's 2-zone TIF system: Citywide = \$3,350; Cascade Industrial Center = \$5,841.39							
2. Auburn's 2-zone TIF system: Non-Downtown: \$6,575.61; Downtown: \$5,326.23							
3. From Bainbridge Island: SFD (Single Family Development) = \$5,000 * 1.45 (vehicle-to-person trip ratio) * 0.94 (ITE Vehicle Trip Rate) = \$6,815							
4. Battleground has an ADT-based TIF (SFD = \$407.19/trip * 9.4 trips = \$3,839.80)							
5. Bellevue offers TIF discounts for mid-rise multi-family units and commercial office buildings built in either downtown or TOD locations							
6. From the Bellingham: 20% discount for (Downtown/Fairhaven Urban Villages), 15% discount (other urban villages)							
7. Rate shown for Bonney Lake is from 2024, however 2025 update to rate could not be confirmed							
8. Bothell offers TIF discounts for several commercial uses (banks, day cares, supermarkets and convenience markets < 5000 SF) if they are built on the Historic Main Street							
9. Camas' 2-zone TIF system: North = \$10,633; South = \$4,102; Average = \$7,367.50							
10. Cheney uses an ADT-based TIF: SFD = \$183.81/trip * 9.4 trips = \$1,727.81							
11. From Deer Park: Charge \$350 TIF per car, SFD require 2 car garages, \$700 TIF per SFD							
12. Everett has a 25% TIF reduction for developments in the Metro Everett Parking Area A							
13. Federal Way offers TIF discounts for various commercial uses (services, restaurant, retail shopping, office) if built in the City Center area							
14. Ferndale's 3-zone TIF system: Citywide: \$4,040; Downtown: \$2,831; Planned Action Area: \$5,053							
15. Fife allows for a maximum 30% TIF reduction for developments meeting specific criteria (see FMC 20.25.025 for further details)							
16. Kennewick's 4-zone TIF system: Southridge: \$1,692; Vista Field: \$1,108; Balance of City: \$1,267; Downtown: \$434							
17. Kent's 3-zone TIF system: Citywide: \$6,109.26; Downtown: \$5,008.94; Midway: \$5,396.01							
18. Kirkland uses a \$5,309.91 per person trip rate, but uses per dwelling unit for SFD TIF (shown in table)							
19. For Lacey, rather than a set TIF base rate, TIF project costs and site-specific model-based traffic studies determine a per trip TIF rate for development							
20. Lake Stevens' 3-zone TIF system: Z1: \$2,894; Z2: \$3,655; Z3: \$3,655; Average: \$3,401.33							
21. Lynden's 2-zone TIF system: Citywide: \$2,146; Pepin Creek: \$17,155 (highest in WA State)							
22. Lynwood's 2-zone TIF system: City Center and Mall: \$5,107; Remainder of City: \$7,944							
23. Mount Vernon has TIF discounts for multi-family units built in the C-1A (historic downtown) and C-1C (South Kincaid subarea) zones							
24. Olympia offers TIF discounts for multi-family/senior housing, several commercial uses, and industrial uses built in the Downtown or High Density Corridor areas							
25. Pasco uses an ADT-based TIF: SFD = \$709/trip * 9.4 trips = \$6,664.60							
26. Poulsbo uses an ADT-based TIF: SFD = \$564/trip * 9.4 trips = \$5,301.60							
27. Redmond's 2-zone TIF system: Impact fee per Development Unit: \$10,022.14; Impact fee per Development Unit in Centers: \$7,604.20							
28. All uses in Renton's Central Downtown (CD) zone are reduced to 20% of the assessed TIF							
29. Richland's 4-zone TIF system: Zone 1: \$2,729.72; Zone 2: \$2,530.40; Zone 3: \$5,106.05; Zone 4: \$1,872.28; Average: \$3,059.61							
30. Ridgefield's 3-zone TIF system: Citywide: \$5,582.28; Gee Creek Plateau Subarea: \$10,633.19; Carty Road Subarea: \$5,721.12							
31. Sedro Wolley's 2-zone TIF system: Non-CBD: \$4,636; CBD: \$2,578							
32. Shoreline's 2-zone TIF system: Rest of City: \$11,057; High-Activity Areas: \$9,398							
33. Spokane's 6-zone TIF system: Average: \$2,525.67 (Development within city center and corridor zones and housing at a density of at least 15 units per acre receive a 10% reduction in TIF)							
34. Spokane Valley's 3-zone TIF system: South Barker Corridor: \$1,153; Mirabeau Subarea: \$698; North Pines Road Subarea: \$2,195; Average: \$1,348.67							
35. Tukwila's 4-zone TIF system: Zone 1: \$4,394.34; Zone 2: \$4,814.51; Zone 3: \$5,291.97; Zone 4: \$2,037.08; Average: \$4,134.73							
36. Vacouver's 3-zone ADT-based TIF: Columbia: \$247; Cascade: \$338; Pacific: \$439; Average: \$341/trip x 9.4 trips = \$3,205.40							
37. Washougal uses an ADT-based TIF: \$877.47/trip * 9.43 trips = \$8,274.54							
38. Clark County's 4-zone ADT-based TIF system: Hazell Dell: \$551; Mount Vista: \$1,053; Orchards: \$477; Rural: \$398; Average: \$619.75/trip * 9.4 trips = \$5,825.65 (2024 rate used, 2025 update to rate could not be confirmed)							
39. Pierce County's 4-zone TIF system: A = \$5,702; B = \$5,702; C = \$9,322; D = \$2,289; Average = \$5,753.75							
40. Snohomish County's 6-zone ADT-based TIF system: Average = \$527.83/trip * 9.4 trips = \$4,961.60							
41. Thurston County's 6-zone TIF system: Average = \$3,348.33							





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TERRACE**



Transportation Impact Fee Program Update

City Council Work Session: September 25, 2025

Rich Meredith, City Engineer, Public Works

John Marek, City Traffic Engineer, Public Works

PURPOSE

- Purpose of this report is to update the Transportation Impact Fee analysis and associated project list following the adoption of the Vision 2044 Comprehensive Plan

AGENDA

- ❑ Background
- ❑ Type of Projects Funded by TIF
- ❑ Why Update the TIF Program?
- ❑ Fee Program Mechanics
- ❑ Projects in Mountlake Terrace Funded by TIF
- ❑ TIF Rate Comparison
- ❑ Questions?

COUNCIL GOALS

- Growing a vibrant community.
- Responsible governance to ensure desired level of service
- An informed and engaged community
- Environmental sustainability and resiliency

LEGISLATIVE HISTORY

- Ordinance 2694 updated TIF based on 2016 rate study
 - December 19, 2016
- Ordinance 2739 providing for annual updates to TIF rate based on CCPI
 - December 3, 2018
- Ordinance 2847 amendments providing for low-income exemption to TIF
 - May 2, 2024

BACKGROUND

WHAT IS AN IMPACT FEE?

- ✓ **One-time charge** paid by new development to contribute to the infrastructure needed to support growth
- ✓ Authorized by the **1990 Growth Management Act** as a funding source for transportation improvements
- ✓ Funds improvements that **add capacity** to the transportation system
- ✓ Transportation impact fees can only be used to fund facilities that serve new growth, **not for existing deficiencies**
- ✓ Collected fees expire after **10 years of receipt**, absent “extraordinary and compelling reasons”

BACKGROUND

Four types of impact fees authorized in Washington



Fire



Park



School



Transportation

TYPES OF PROJECTS FUNDED BY TIF



Streets & Roads



Intersection & Signal Upgrades



Bicycle Facilities



Pedestrian Facilities



Right-of-Way Acquisition & Construction Projects



Off-street Multiuse Paths Connecting Destinations

Key change
for this TIF
program
update

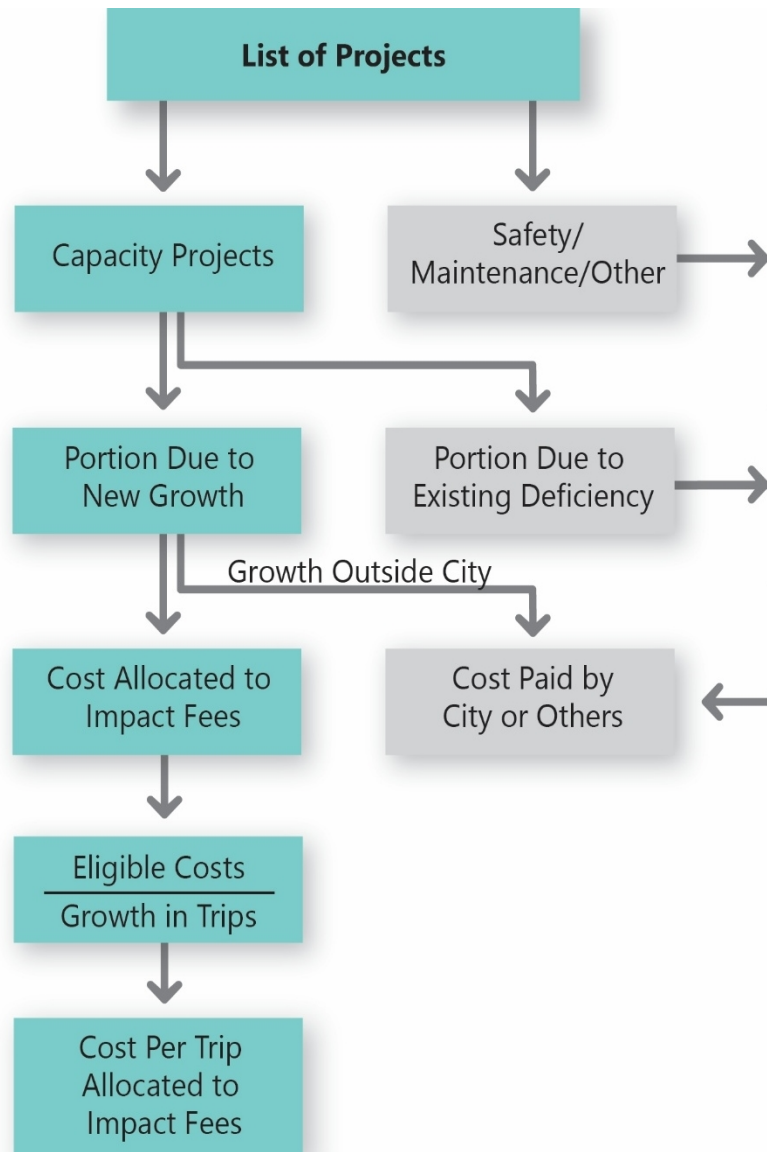


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WHY UPDATE THE TIF PROGRAM?

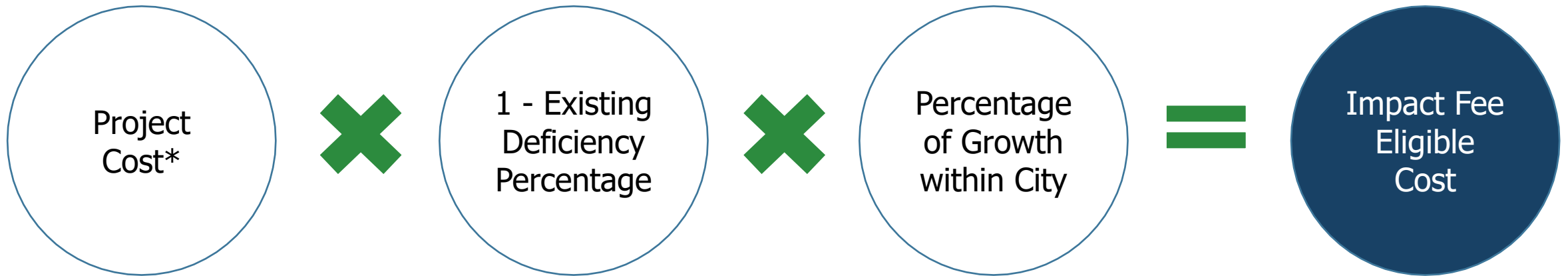
- ✓ Ensure fees collected reflect current needs and future growth
- ✓ Align with current city plans and policies, including Vision 2044
- ✓ Support a safer, more accessible, multimodal transportation system

FEE PROGRAM MECHANICS



- ✓ TIF Project list identified from adopted Transportation Element of Comp Plan and/or TIP.
- ✓ Projects evaluated for impact fee eligibility. Non-capacity investments/ maintenance/ improvements are removed
- ✓ For remaining projects, the projects or portions of projects addressing existing deficiencies and non city growth are removed.
- ✓ Remaining eligible program cost is divided by Mountlake Terrace's expected growth in PM peak hour trips for next 10 years.
- ✓ Development of fee schedule to associate trip rate to individual land uses citywide.

ELIGIBLE IMPACT FEE COST CALCULATION

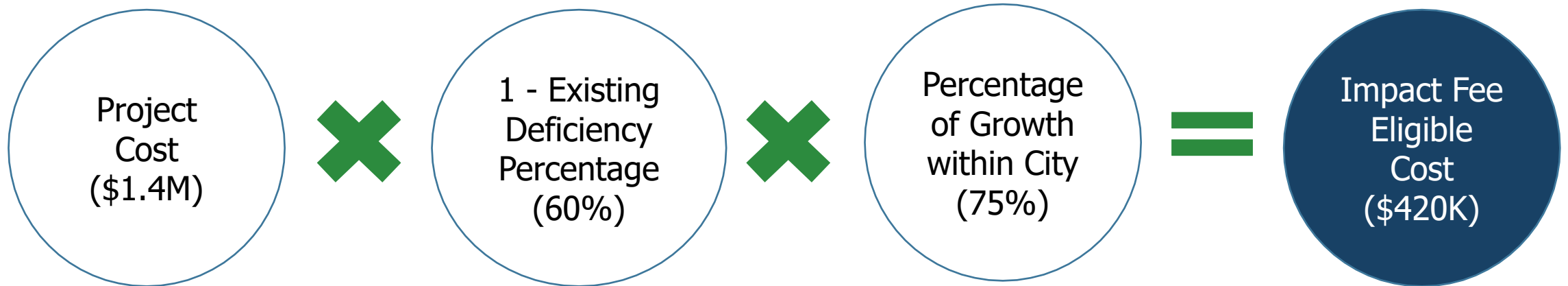


*Project Cost can include consideration for other potential or anticipated funding sources.

EXAMPLE:

ELIGIBLE IMPACT FEE COST CALCULATION

VAN RY BLVD BUFFERED BIKE LANE



FEE PROGRAM MECHANICS

NUTS & BOLTS



When are the fees determined?

- When the building permit is issued.

When is the fee collected?

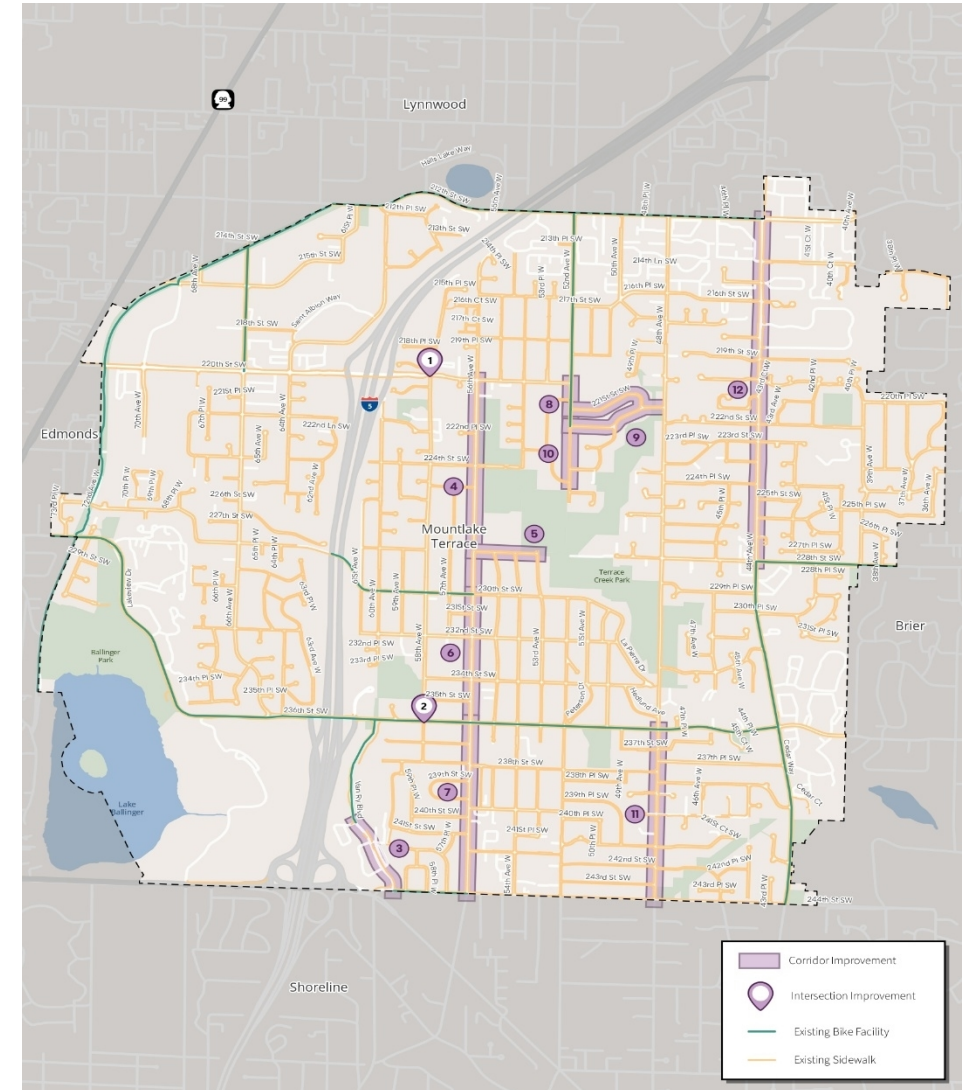
- When the building permit is issued.

How do credits work?

- An applicant may request a credit for the value of dedicated land, improvements, or construction for projects on the impact fee list.

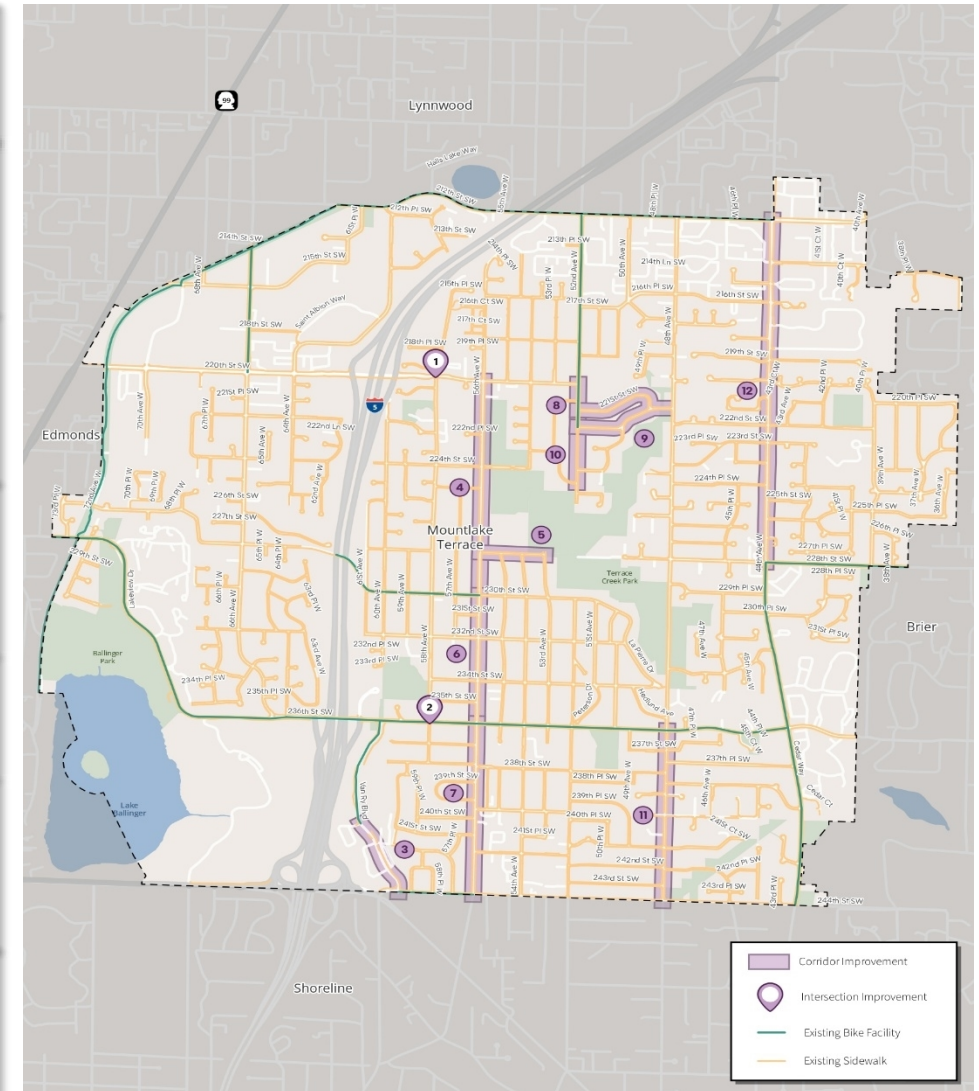
IMPACT FEE ELIGIBLE PROJECTS

TIF ID	Project Type	Description
1	220th St SW & 58th Ave W Roundabout or Traffic Signal	Improve intersection capacity with construction of signal or roundabout
2	236th St SW & 58th Ave W Signal	Improve intersection capacity and efficiency with construction of a Traffic Signal
3	Van Ry Blvd Buffered Bike Lanes	Add buffered bike lanes from Mountlake Dr to 244th St SW
4	56th Ave W Striped Bike Lanes	Add class II striped bike lanes between 220th St SW and 230th St SW
5	228th St SW Greenway / Bike Boulevard	Create greenway/bike boulevard between 56th Ave SW and 53rd Ave W
6	Main St Revitalization Phase 2	Rebuild street, widen sidewalks, and add Class II bike lanes on 56th Ave W between 230th St SW and 236th St SW

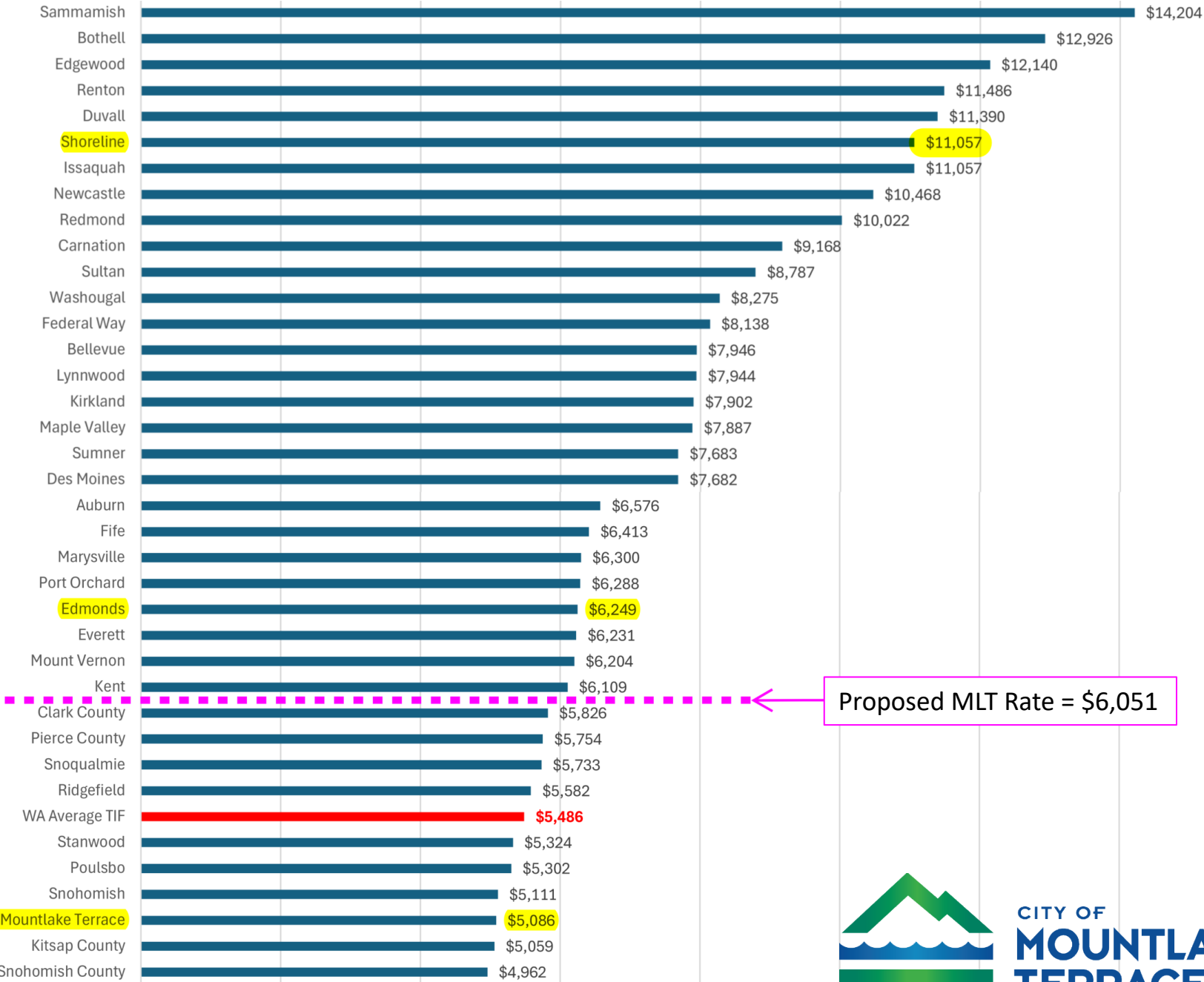


IMPACT FEE ELIGIBLE PROJECTS

TIF ID	Project Type	Description
7	56th Ave W Striped Bike Lanes	Add class II bike lanes, upgrade sidewalk for ADA accessibility, and resurface roadway between 236th St SW and 244th St SW
8	52nd Ave W Bike Lane	Add bike lanes between 220th St SW and 222nd St SW
9	221st/222nd Greenway / Bike Boulevard	Add greenway/bike boulevard between 52nd Ave W and 48th Ave W
10	52nd Ave W Sidewalk	Build sidewalk from 222nd St SW to 224th St SW
11	48th Ave W Bike Lane	Resurface roadway, add class II bike lanes between 236th St SW and 244th St SW, reconstruct sidewalks for ADA accessibility
12	44th Ave W Road Diet	Resurface roadway, Reduce lanes, add class II bike lanes between 212th St SW and 228th St SW



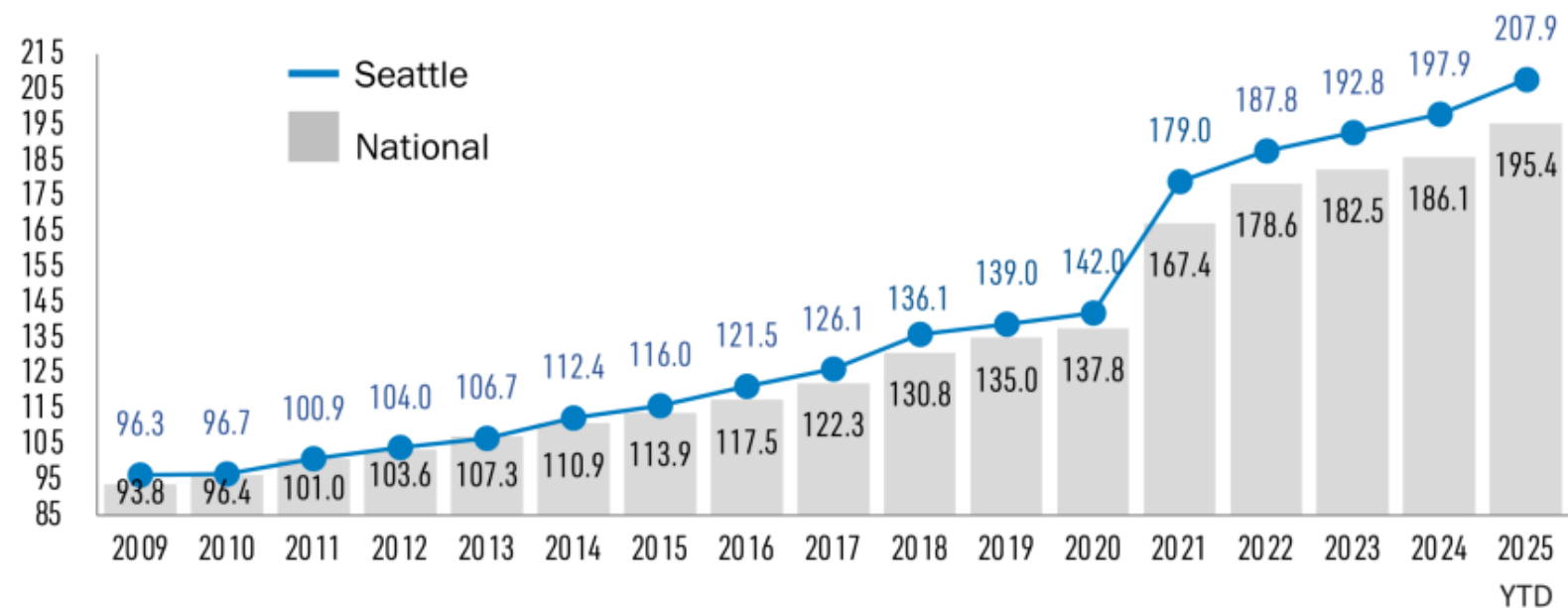
2025 Statewide TIF Rates Comparison



Source: July 2025 data
MSRC and Transpo Group

KEY TOPIC SLIDES/ CHANGE THIS TITLE

CONSTRUCTION COST INDEX (January 2009 = 100)



Nationally, the Mortenson Cost Index went up 2.7% in the second quarter of 2025 and is up 5.4% compared to a year ago. In Seattle, costs rose 2.4% this quarter and 5.9% over the last twelve months.

Source: Quarter 2 2025 data
Mortenson Seattle Area Construction Cost Index

COMMUNITY NOTIFICATION

- Website posting of Open House
- City Hosted Open House on August 20, 2025
- City Solicited Community for Additional Project Ideas before, during and after open House



STAFF RECOMMENDATION

- Staff recommends the City Council authorize the adoption of the 2025 Transportation Impact Fee Rate Study conducted by Fehr and Peers
- Staff recommends the City Council adopt a Transportation Impact Fee Rate of \$6,051 for 2026

DISCUSSION & QUESTIONS

Thank you





MOUNTLAKE TERRACE CITY COUNCIL
MEETING AGENDA

October 2, 2025
7:00 p.m.

Mountlake Terrace City Hall; and
via Telephone or Teleconference

1. Call to Order – Flag Salute – Roll Call
2. Late Changes to Agenda
3. General Public Comment (*see Public Comment and Public Hearing Testimony Protocol on page 2*)
4. Consent Agenda
 - a. Payment of Claims
 - b. Meeting Minutes
 - c. Interlocal Agreement Amendment 3 with Edmonds School District
 - d. Resolution Adopting City Statement of Values
 - e. Ordinance Amending Community Policing Advisory Board MTMC 2.40
5. Proclamation for Domestic Violence Awareness Month
6. Review, Public Hearing, Vote on Ordinance Adopting Transportation Impact Fees
7. Review and Public Hearing on Ordinance Adopting Franchise Agreement with Puget Sound Energy
8. Review and Vote on Ordinance Adopting Funds Update
9. City Manager's Report
10. Council Liaison Reports
11. New Business
12. Adjournment

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

Public Comment and Public Hearing Testimony Protocol

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

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

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

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

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

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