



**CITY COUNCIL REGULAR MEETING
MONDAY, JULY 28, 2025 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

<https://us06web.zoom.us/j/86246307568>

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. 2025 Summer Intern Introductions
- B. Proclamation Declaring September 2025 National Preparedness Month in Marysville
[PROCLAMATION Preparedness Month 2025.pdf](#)

Public Comment

Executive Session

Approval of Minutes (*Written Comment Only Accepted from Audience*)

- 1. July 7, 2025, City Council Meeting Minutes
[WS 07072025.docx](#)

Consent

- 2. July 9, 2025, Claims in the Amount of \$1,928,538.69 Paid by Check Numbers

178773 through 178903 with Check Number 164512 Voided
[070925.rtf](#)

3. July 10, 2025, Payroll in the Amount of \$2,322,882.62 Paid by EFT Transactions and Check Numbers 35774 through 35797
4. July 16, 2025, Claims in the Amount of \$1,819,498.85 Paid by Check Numbers 178904 through 179038 with Check Numbers 178490, 178740, and 178752 Voided
[071625.rtf](#)

Review Bids

Public Hearings

New Business

5. Appointment of Kevin Boldt and Jamison Rice and Re-Appointment of Raymond Miller to the Salary Commission
Recommended Motion: I move to confirm Kevin Boldt's appointment to serve a three-year term, Raymond Miller's re-appointment to serve a three-year term and Jamison Rice's appointment to serve a two-year term on the Salary Commission.
[Boldt Salary Commission Appointment.doc](#)
[Rice Salary Commission Appointment.doc](#)
[Miller Salary Commission Re-Appointment.doc](#)
6. Third Amendment to Site Lease with T-Mobile West Tower LLC
Recommended Motion: I move to authorize the Mayor to sign and execute the Third Amendment Site Lease with Option with T-Mobile West Tower LLC and the Memorandum of Third Amendment Site Lease.
[T-Mobile West LLC Memorandum of Third Amendment.pdf](#)
[T-Mobile_West_LLC_Third_Amendment_Site_Lease.pdf](#)
7. A **Resolution** to Schedule a Public Hearing on September 8, 2025, to Consider the Vacation of an Unopened Street Adjacent to 1301 4th Street
Recommended Motion: I move to adopt Resolution No. _____.
[Matheus 5th Street - Vacation Resolution.pdf](#)
[Matheus 5th Street - Vacation Vicinity Map.pdf](#)
[Matheus 5th Street - Vacation Appraisal.pdf](#)
8. Aquatic Land Easement - WWTP Outfall Crossing at Ebey Slough
Recommended Motion: I move to authorize the Mayor to sign and execute the Aquatic Land Easement with the State of Washington Department of Natural Resources.
[DNR Aquatic Land Easement Location Map.pdf](#)
[51-A52673_CityofMarysville_Easement_Final_05.30.2025.pdf](#)
9. Project Acceptance for the SR 528 Water Main Replacement Project
Recommended Motion: I move to authorize the Mayor to accept the SR 528 Water Main Replacement Project, starting the 60-day lien filing period for project closeout.
[SL007_Notice of Physical Completion.pdf](#)

10. Local Agency Agreement and Prospectus with WSDOT for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project
Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate preliminary engineering funds for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project.
[LAA Form 140-039_Proj R2504.pdf.pdf](#)
[Project Prospectus Form 140-101_Proj R2504.pdf.pdf](#)
11. An **Ordinance** Providing for the Issuance, Sale and Delivery of Not to Exceed \$4,600,000 Aggregate Principal Amount of Limited Tax General Obligation Bonds to Pay or Reimburse Costs of Capital Improvements to the City's Cedarcrest Golf Course Irrigation Project and Capital Improvements
Recommended Motion: I move to adopt Ordinance No. _____.
[Bond Ordinance_City of Marysville_LTGO Bond 2025\(103838454.3\).pdf](#)
12. An **Ordinance** Retroactively Setting the City Water and Sewer Utility Gross Receipts Tax Rate, and Surface Water Utility Gross Receipts Tax Rate and Amending Sections 3.65.010 and 3.69.010 of the Municipal Code
Recommended Motion: I move to adopt Ordinance No. _____.
[Ordinance - UT Water Sewer Surface Water 13 percent 1-1-25 effective date retroactive.pdf](#)
13. Grant Agreement with Washington Commerce for the Riverwalk Sports and Entertainment Facility
Recommended Motion: I move to authorize the mayor to sign and execute the grant agreement with Washington Commerce
[DOC Riverwalk.pdf](#)
14. Interlocal Agreement Regarding Reimbursement of Certain Right-of-Way Expenses in Support of the 88th Street and I-5 and 4th Street and I-5 Interchange Project.
Recommended Motion: I move to authorize the Mayor to sign the Interlocal Agreement Regarding Reimbursement of Certain Right-of-Way Expenses in Support of the 88th Street and I-5 and 4th Street and I-5 Interchange Project.
[4th and 88th ROW Costs ILA - Tulalip Edits FINAL 7.25.25 CLEAN.docx](#)
15. An **Ordinance** Amending Chapter 11.52 of the Municipal Code Regarding the Commute Trip Reduction Plan
Recommended Motion: I move to adopt Ordinance No. _____.
[E005_-_Ordinance_-_CA25-0006.pdf](#)
[E005 - Memorandum - CA25-0006.pdf](#)
16. Commute Trip Reduction Interlocal Agreement (2025-2029)
Recommended Motion: I move to authorize the Mayor to sign and execute the interlocal agreement for Commute Trip Reduction.
[Interlocal Agreement-CTR Cities-FINAL.pdf](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two business days prior to the meeting date if any special accommodations are needed for this meeting.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: 2025 Summer Intern Introductions

SUGGESTED ACTION:

SUMMARY: Presentation to provide an overview of the Summer Intern program and introduction of the interns for 2025.

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring September 2025 National Preparedness Month in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[PROCLAMATION Preparedness Month 2025.pdf](#)

PROCLAMATION

Declaring September 2025 National Preparedness Month in Marysville

WHEREAS, National Preparedness Month (NPM) is recognized each September to promote family and community disaster and emergency planning now and throughout the year; and

WHEREAS, National Preparedness Month creates an opportunity for all Marysville residents and businesses to prepare their homes and workspaces for all types of emergencies; and

WHEREAS, the City of Marysville's Emergency Management program is responsible for a full range of emergency planning, preparedness, response, recovery and mitigation activities intended to minimize the impacts to people, the environment, our local economy and property throughout the city; and

WHEREAS, throughout the month of September, our Emergency Management program will share important preparedness information and resources for individuals, families and communities, including making a plan, building an emergency kit, preparing for disasters and more; and

WHEREAS, in addition, the city offers year-round training and tailored emergency management resources for residents, neighborhoods and businesses;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim September 2025 as

NATIONAL PREPAREDNESS MONTH

in the City of Marysville. I encourage Marysville residents, employees and visitors to recognize the importance of preparedness and work together to enhance our resilience and readiness to ensure that individuals, families and communities are prepared for disasters and emergencies of any type.

Under my hand and seal this 28th day of July, 2025.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: July 7, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[WS 07072025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Work Session Minutes

July 7, 2025

Call to Order

Council President Stevens called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Council President Stevens led the Pledge of Allegiance.

Roll Call

Communications Manager Mennie called the roll.

Present:

Council: Councilmember Condyles, Councilmember James, Councilmember King, Council President Stevens, Councilmember Richards, Councilmember Muller, Councilmember Norton

Staff: Communications Manager Connie Mennie, Finance Director Jennifer Ferrer-Santa Ines, IT Director Stephen Doherty, I.S. Analyst Elliot Jacobson, Computer Technician Xay Keomongkhoun, Parks & Recreation Director Tara Mizell, Interim Community Development Director Jeff Wilson, Principal Planner Angela Gemmer, City Administrator Jennifer Stapleton, Deputy City Attorney Burton Eggertsen, Chief Scairpon

Excused: Mayor Nehring

Motion to excuse the absence of Mayor Nehring moved by Councilmember Richards seconded by Councilmember Muller.

YES: ALL

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller seconded by Councilmember Condyles.

AYES: ALL

Presentations

Discussion Items

1. Josephine Caring Community Rezone

Ord. Josephine Caring Community second rezone

Exhibit C - Hearing Examiner Decision Josephine Caring Community Rezone and Minor CUP Revision

Principal Planner Gemmer presented this item regarding a rezone for the Josephine Caring Community Master Plan Senior Community. This would enable a column of parking along the north property line to address a parking need. At the next meeting staff will be requesting affirmation of the Hearing Examiner's recommendation to approve the rezone. There was no discussion.

Staff Business

Police Chief Scairpon gave an update on the 4th of July weekend activity levels noting that there was a historic call volume. He also reviewed some other notable police incidents recently including a SWAT call regarding a domestic violence incident and a missing child.

Councilmembers thanked Police for dealing with the fireworks as best as they can.

Councilmember Norton asked for more information about fire damage. Chief Scairpon offered to inquire of the Fire Department about that.

City Administrator Jennifer Stapleton reviewed upcoming work session items including a briefing regarding the impact fee study, the Parks Master Plan, and the Hazard Mitigation Plan.

Director Mizell gave an update on traffic wrap box progress which will be installed throughout the community. She also reported that the 4th of July had the biggest crowd that they've ever seen at the park.

Call on Councilmembers and Committee Reports

Councilmember Condyles reported on the AWC Conference that he, Councilmember James and Councilmember Norton attended in Kennewick. He thought it was extremely informative. He mentioned various classes he took relating to economic development,

tourism, short-term rentals, tax increment financing, infrastructure & public works projects, and Jurassic parliament.

Councilmember James reported that the fireworks show was excellent and thanked Chief Scairpon for the report.

Councilmember King:

- He reported on the Public Works Committee meeting.
- He also enjoyed the 4th of July show and the banners along State Avenue.
- They took the Strawberry Float to the Everett parade.

Council President Stevens thanked everyone for the reports.

Councilmember Kelly encouraged prayers for those affected by the floods in Texas and thanked Police for the great report.

Councilmember Muller:

- 4th of July weekend was great.
- He will be gone next Monday and will not have remote access.

Councilmember Norton reported on the AWC Conference. She really enjoyed the conference and being able to talk to other elected officials from across the state. She agreed that it was the most informative AWC conference she has attended. Thanks to Police for all they do.

Adjournment

Motion to adjourn the meeting at 7:20 p.m. moved by Councilmember Muller seconded by Councilmember Norton.

AYES: ALL

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: July 9, 2025, Claims in the Amount of \$1,928,538.69 Paid by Check Numbers 178773 through 178903 with Check Number 164512 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[070925.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 7/9/25 TO 7/9/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	EXPEDIA CLASS CANCELLED	POLICE TRAINING-FIREARMS	-1,717.15
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	-1,717.15
	PCARD ONE TIME PAY	NASRO CANCELLED	YOUTH SERVICES	-1,695.00
	PCARD ONE TIME PAY	M365 - CREDIT NOTE	COMPUTER SERVICES	-1,328.47
	PCARD ONE TIME PAY	CELLEBRITE CANCELLED	POLICE INVESTIGATION	-1,261.48
	PCARD ONE TIME PAY	SCHOOLS/EDUCATIONAL SCHL	COMMUNITY	-850.00
	PCARD ONE TIME PAY	REFUND FOR CLASS	UTIL ADMIN	-340.00
	PCARD ONE TIME PAY	CREDIT FOR CANDIDATE	UTIL ADMIN	-173.40
	PCARD ONE TIME PAY	DEPOSIT REFUND	PARK & RECREATION FAC	-47.38
	PCARD ONE TIME PAY	BANK BAGS/DEPOSIT BOOKS	GENERAL FUND	-45.27
	PCARD ONE TIME PAY	CREDIT AT HOTEL	POLICE ADMINISTRATION	-15.60
	PCARD ONE TIME PAY	LODGING FOR TRAINING	POLICE ADMINISTRATION	-14.04
	PCARD ONE TIME PAY	(CREDIT)/AMAZON	RECREATION SERVICES	-5.44
	PCARD ONE TIME PAY	(CREDIT)/E & E LUMBER	RECREATION SERVICES	-4.90
	PCARD ONE TIME PAY	AMAZON WEB SERVICES	COMPUTER SERVICES	1.47
	PCARD ONE TIME PAY	COSTCO INSTACART	RECREATION SERVICES	2.00
	PCARD ONE TIME PAY	DRY CLEANERS	MUNICIPAL COURTS	2.13
	PCARD ONE TIME PAY	SENIOR COFFEE SUPPLIES	RECREATION SERVICES	2.97
	PCARD ONE TIME PAY	GOOD TO GO TOLLS	POLICE PATROL	3.00
	PCARD ONE TIME PAY	SENIOR LUNCH SUPPLIES	RECREATION SERVICES	3.00
	PCARD ONE TIME PAY	SHIPPING	POLICE PATROL	3.53
	PCARD ONE TIME PAY	OFFICE SUPPLIES/SCISSORS	CUSTODIAL SERVICES	4.33
	PCARD ONE TIME PAY	FLIGHT FEE	POLICE PATROL	5.00
	PCARD ONE TIME PAY	SALT AND PEPPER SHAKERS	RECREATION SERVICES	5.44
	PCARD ONE TIME PAY	GOOD TO GO TOLLS	POLICE PATROL	6.00
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE PATROL	6.55
	PCARD ONE TIME PAY	COFFEE CHAT SUPPLIES	RECREATION SERVICES	7.00
	PCARD ONE TIME PAY	DRINKING WATER	RECREATION SERVICES	7.64
	PCARD ONE TIME PAY	STAPLE	CUSTODIAL SERVICES	7.64
	PCARD ONE TIME PAY	WWTP SINK INSTALL	UTIL ADMIN	8.03
	PCARD ONE TIME PAY	PENS FOR GIS DIVISION	GIS SERVICES IS	8.15
	PCARD ONE TIME PAY	GOOD TO GO TOLLS	POLICE PATROL	8.50
	PCARD ONE TIME PAY	OFFICE SUPPLIES	CITY CLERK	8.74
	PCARD ONE TIME PAY	SUPPLIES FOR POOCHELLA	RECREATION SERVICES	8.75
	PCARD ONE TIME PAY	PICKLE BALL PROJECT	PARK & RECREATION FAC	8.84
	PCARD ONE TIME PAY	AMAZON SUPPLIES	CRIME PREVENTION	8.88
	PCARD ONE TIME PAY	ADVERTISING	COMMUNITY	9.04
	PCARD ONE TIME PAY	WATERING BASKET SUPPLIES	PARK & RECREATION FAC	9.81
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE INVESTIGATION	10.38
	PCARD ONE TIME PAY	MEAL FOR CLIENT	EMBEDDED SOCIAL WORKER	10.59
	PCARD ONE TIME PAY	ID KEY TAGS	WASTE WATER TREATMENT	10.93
	PCARD ONE TIME PAY	SINK PLUNGERS	CUSTODIAL SERVICES	11.45
	PCARD ONE TIME PAY	PW BBQ SUPPLIES	SOLID WASTE OPERATIONS	11.48
	PCARD ONE TIME PAY	WATERING PROGRAM SUPPLIES	PARK & RECREATION FAC	11.48
	PCARD ONE TIME PAY	PW BBQ SUPPLIES	UTIL ADMIN	11.49
	PCARD ONE TIME PAY	PARKS ANT BAIT	PARK & RECREATION FAC	11.94
	PCARD ONE TIME PAY	GOOD TO GO TOLLS	POLICE PATROL	12.00
	PCARD ONE TIME PAY	PICKLE BALL PROJECT	PARK & RECREATION FAC	12.19
	PCARD ONE TIME PAY	GOOD TO GO TOLLS	POLICE PATROL	12.50
	PCARD ONE TIME PAY	STAPLER	CUSTODIAL SERVICES	12.68
	PCARD ONE TIME PAY	WALGREENS ICE	POLICE PATROL	12.97
	PCARD ONE TIME PAY	AMAZON SUPPLIES	CRIME PREVENTION	13.10

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 7/9/25 TO 7/9/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	MUSIC UNLIMITED	RECREATION SERVICES	13.12
	PCARD ONE TIME PAY	SNACKS FOR 1/2 DAY TRAINING	PERSONNEL ADMINISTRATION	13.50
	PCARD ONE TIME PAY	SPRAY BOTTLES/ BRUSH HOLDERS	CUSTODIAL SERVICES	13.68
	PCARD ONE TIME PAY	FOOD FOR TRAINING	POLICE PATROL	13.99
	PCARD ONE TIME PAY	DRY ERASE BOARD FOR GIS DIVISION	GIS SERVICES IS	14.33
	PCARD ONE TIME PAY	SCALE WEIGHT FEE- J081	EQUIPMENT RENTAL	15.00
	PCARD ONE TIME PAY	BASKET WATERING PROGRAM	PARK & RECREATION FAC	15.29
	PCARD ONE TIME PAY	BOOK STORES	COMMUNITY	15.29
	PCARD ONE TIME PAY	CHASE MOP SINK HOSE	PARK & RECREATION FAC	17.41
	PCARD ONE TIME PAY	PHOTO SHOOT SNACKS	OPERA HOUSE	17.49
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTILITY BILLING	18.15
	PCARD ONE TIME PAY	CLOTHES FOR CLIENT	EMBEDDED SOCIAL WORKER	18.57
	PCARD ONE TIME PAY	PW BBQ SUPPLIES	SOLID WASTE OPERATIONS	18.58
	PCARD ONE TIME PAY		UTIL ADMIN	18.59
	PCARD ONE TIME PAY	TACO BELL CARE TEAM	EMBEDDED SOCIAL WORKER	18.75
	PCARD ONE TIME PAY	11X17 PAPER	EXECUTIVE ADMIN	18.78
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE PATROL	18.99
	PCARD ONE TIME PAY	SHIPPING	CITY COUNCIL	19.15
	PCARD ONE TIME PAY	ADVERTISING	COMMUNITY	19.54
	PCARD ONE TIME PAY	OFFICE SUPPLIES	CITY CLERK	19.60
	PCARD ONE TIME PAY	DIGITAL SUBSCRIPTION	EXECUTIVE ADMIN	19.96
	PCARD ONE TIME PAY	WATERING BASKET SUPPLIES	PARK & RECREATION FAC	20.03
	PCARD ONE TIME PAY	GOLF PRO SHOP DOOR REPAIR	GOLF ADMINISTRATION	20.16
	PCARD ONE TIME PAY	SHIPPING	POLICE PATROL	20.39
	PCARD ONE TIME PAY	DRY CLEANERS	MUNICIPAL COURTS	20.73
	PCARD ONE TIME PAY	TAPE DISPENSER	WATER DIST MAINS	21.43
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	21.76
	PCARD ONE TIME PAY	TOOLS	POLICE ADMINISTRATION	21.84
	PCARD ONE TIME PAY	COFFEE SUPPLIES	RECREATION SERVICES	21.85
	PCARD ONE TIME PAY	MAGNETS FOR MAP	EXECUTIVE ADMIN	21.86
	PCARD ONE TIME PAY	ADOBE PRO	POLICE INVESTIGATION	21.87
	PCARD ONE TIME PAY	UNIFORM - OXENTENKO	UTIL ADMIN	21.87
	PCARD ONE TIME PAY	COMMITTEE MEETING REFRESHMENTS	UTIL ADMIN	21.88
	PCARD ONE TIME PAY	TOLL FOR TRAINING	POLICE INVESTIGATION	22.94
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE PATROL	23.34
	PCARD ONE TIME PAY	CAR PHONE MOUNT	GIS SERVICES IS	23.61
	PCARD ONE TIME PAY	SNACKS	EXECUTIVE ADMIN	23.95
	PCARD ONE TIME PAY	TREE LIMB DISPOSAL	STORM DRAINAGE	24.00
	PCARD ONE TIME PAY	CAMERA MEMORY CARD	RECREATION SERVICES	24.06
	PCARD ONE TIME PAY	SUPPLIES FOR OPERA HOUSE	OPERA HOUSE	24.06
	PCARD ONE TIME PAY	WRITING PADS	RECREATION SERVICES	24.21
	PCARD ONE TIME PAY	COMMITTEE MEETING-REFRESHMENTS	UTIL ADMIN	24.48
	PCARD ONE TIME PAY	TOOLS FOR FACILITIES	FACILITY MAINTENANCE	24.69
	PCARD ONE TIME PAY	KEYS	WATER DIST MAINS	25.40
	PCARD ONE TIME PAY	ADVERTISING	COMMUNITY	25.52
	PCARD ONE TIME PAY	ORCA CARD	EMBEDDED SOCIAL WORKER	26.00
	PCARD ONE TIME PAY	TOOLS FOR FIREARMS	POLICE PATROL	26.21
	PCARD ONE TIME PAY	NOTEBOOKS	COMMUNITY	27.18
	PCARD ONE TIME PAY	POOCHHELLA POOL	RECREATION SERVICES	27.34
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	27.34
	PCARD ONE TIME PAY	FOOD FOR TRAINING	POLICE PATROL	27.96
	PCARD ONE TIME PAY	SUPPLIES FOR OPERA HOUSE	OPERA HOUSE	28.12

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 7/9/25 TO 7/9/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	COOKIES AND LEMONADE	EXECUTIVE ADMIN	28.96
	PCARD ONE TIME PAY	RUBBER BANDS, STAPLES, BATTERIES	FINANCE-GENL	29.31
	PCARD ONE TIME PAY	SUPPLIES FOR TRAINING	POLICE TRAINING-FIREARMS	30.08
	PCARD ONE TIME PAY	GOOD TO GO TOLLS	POLICE PATROL	30.50
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	30.62
	PCARD ONE TIME PAY	PAINT	RECREATION SERVICES	30.63
	PCARD ONE TIME PAY		RECREATION SERVICES	31.72
	PCARD ONE TIME PAY	FACILITIES LOCK SHOP TOOLS	FACILITY MAINTENANCE	32.37
	PCARD ONE TIME PAY	STOP THE BLEED SUPPLIES	PERSONNEL ADMINISTRATION	32.79
	PCARD ONE TIME PAY	GOODS FOR CLIENT	EMBEDDED SOCIAL WORKER	32.81
	PCARD ONE TIME PAY	HYDRANT FLOW TEST	HYDRANTS	32.81
	PCARD ONE TIME PAY	PICKLE BALL BLEACHERS	PARK & RECREATION FAC	33.19
	PCARD ONE TIME PAY	BISSELL SWEEPER	OPERA HOUSE	33.79
	PCARD ONE TIME PAY	SHIPPING MATERIAL	RECREATION SERVICES	33.89
	PCARD ONE TIME PAY	GOOD TO GO TOLLS	POLICE PATROL	34.25
	PCARD ONE TIME PAY	TRASH CAN REPAIR	PARK & RECREATION FAC	34.71
	PCARD ONE TIME PAY	SUPPLIES FOR PARKS	RECREATION SERVICES	34.96
	PCARD ONE TIME PAY	NURSE SUPPLIES	DETENTION & CORRECTION	34.99
	PCARD ONE TIME PAY		DETENTION & CORRECTION	34.99
	PCARD ONE TIME PAY	FOOD FOR TRAINING	POLICE PATROL	35.64
	PCARD ONE TIME PAY	SIGN INSTALLATION	PARK & RECREATION FAC	37.10
	PCARD ONE TIME PAY	TOOLS FOR FIREARMS	POLICE PATROL	37.15
	PCARD ONE TIME PAY	REGISTRATION	POLICE TRAINING-FIREARMS	37.37
	PCARD ONE TIME PAY	COOKIES	COMMUNITY	37.96
	PCARD ONE TIME PAY	PLAYGROUND FENCING	PARK & RECREATION FAC	38.47
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	38.64
	PCARD ONE TIME PAY	FOOD FOR TRAINING	POLICE PATROL	38.98
	PCARD ONE TIME PAY	EVENT REGISTRATION	EXECUTIVE ADMIN	39.19
	PCARD ONE TIME PAY	EXAM FEE	UTIL ADMIN	40.00
	PCARD ONE TIME PAY	TRAVEL FOR CLIENT	EMBEDDED SOCIAL WORKER	40.00
	PCARD ONE TIME PAY	PHONE CHARGERS	WATER DIST MAINS	41.54
	PCARD ONE TIME PAY	RADIO POUCH	POLICE PATROL	41.57
	PCARD ONE TIME PAY	UPS SHIPPING	POLICE PATROL	42.43
	PCARD ONE TIME PAY	MCC DOOR REPAIR	NON-DEPARTMENTAL	42.54
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE PATROL	43.75
	PCARD ONE TIME PAY	COFFEE	COMMUNITY	43.76
	PCARD ONE TIME PAY	SUPPLIES FOR CAMP	RECREATION SERVICES	43.77
	PCARD ONE TIME PAY	MCC DOOR REPAIR	NON-DEPARTMENTAL	44.16
	PCARD ONE TIME PAY	FOOD FOR TRAINING	POLICE PATROL	44.76
	PCARD ONE TIME PAY		POLICE PATROL	44.76
	PCARD ONE TIME PAY		POLICE PATROL	44.76
	PCARD ONE TIME PAY	TRAINING	COMMUNITY	45.00
	PCARD ONE TIME PAY	BENCH PADS JENNINGS	PARK & RECREATION FAC	45.85
	PCARD ONE TIME PAY	OFFICE SUPPLIES	STORM DRAINAGE	47.03
	PCARD ONE TIME PAY	TWIN LAKES WATER VALVE	PARK & RECREATION FAC	47.74
	PCARD ONE TIME PAY	PICKLE BALL PROJECT	PARK & RECREATION FAC	48.01
	PCARD ONE TIME PAY		PARK & RECREATION FAC	48.01
	PCARD ONE TIME PAY	MARKETING/ZOLA	HOTEL/MOTEL PARKS	49.10
	PCARD ONE TIME PAY	PICKLE BALL PROJECT	PARK & RECREATION FAC	49.18
	PCARD ONE TIME PAY	TOOLS FOR POND MAINT.	STORM DRAINAGE	49.18
	PCARD ONE TIME PAY	EVENT REGISTRATION	CITY COUNCIL	49.87
	PCARD ONE TIME PAY	MEMBERSHIP DUES	POLICE PATROL	50.00

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 7/9/25 TO 7/9/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	ORCA FOR CLIENT	EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY	SUPPLIES FOR PARKS	RECREATION SERVICES	50.04
	PCARD ONE TIME PAY	SEWING PATCHES	POLICE PATROL	50.32
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE INVESTIGATION	52.06
	PCARD ONE TIME PAY	BLEACHERS PICKLE BALL	PARK & RECREATION FAC	52.52
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	53.59
	PCARD ONE TIME PAY	COPY PAPER	RECREATION SERVICES	56.37
	PCARD ONE TIME PAY	SUPPLIES FOR PARKS	RECREATION SERVICES	56.71
	PCARD ONE TIME PAY	FOOD FOR TRAINING	POLICE PATROL	56.95
	PCARD ONE TIME PAY	TV MOUNT	IS REPLACEMENT ACCOUNTS	57.43
	PCARD ONE TIME PAY	OFFICE SUPPLIES-NAMEPLATES	UTIL ADMIN	58.16
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	58.80
	PCARD ONE TIME PAY	OFFICE SUPPLIES	SEWER MAIN COLLECTION	59.21
	PCARD ONE TIME PAY		STORM DRAINAGE	59.21
	PCARD ONE TIME PAY	FUEL	POLICE PATROL	59.52
	PCARD ONE TIME PAY	VARIETY STORES	MUNICIPAL COURTS	60.05
	PCARD ONE TIME PAY	WORKING LUNCH	EXECUTIVE ADMIN	60.93
	PCARD ONE TIME PAY	FUEL FOR TRAINING	POLICE INVESTIGATION	61.26
	PCARD ONE TIME PAY	CHAINSAW CHAINS	SOURCE OF SUPPLY	63.35
	PCARD ONE TIME PAY	DOL LICENSE FOR J081	EQUIPMENT RENTAL	64.00
	PCARD ONE TIME PAY	GOODS FOR CLIENT	EMBEDDED SOCIAL WORKER	64.10
	PCARD ONE TIME PAY	FUEL	PRO ACT TEAM	64.66
	PCARD ONE TIME PAY	BOOK STORES	MUNICIPAL COURTS	64.88
	PCARD ONE TIME PAY	UNIFORM-RYAN KEEFE	UTIL ADMIN	65.63
	PCARD ONE TIME PAY	HOLSTER	POLICE PATROL	65.99
	PCARD ONE TIME PAY	PAPER	PERSONNEL ADMINISTRATION	66.37
	PCARD ONE TIME PAY	SURVEY STAKES	SOURCE OF SUPPLY	66.72
	PCARD ONE TIME PAY	WALMART PHONE	EMBEDDED SOCIAL WORKER	66.75
	PCARD ONE TIME PAY	ESW SUPPLIES	EMBEDDED SOCIAL WORKER	67.64
	PCARD ONE TIME PAY	RIFLE BOOK	POLICE PATROL	68.77
	PCARD ONE TIME PAY	PICKLE BALL PROJECT	PARK & RECREATION FAC	70.67
	PCARD ONE TIME PAY		PARK & RECREATION FAC	70.67
	PCARD ONE TIME PAY		PARK & RECREATION FAC	70.67
	PCARD ONE TIME PAY	SUPPLIES FOR PARKS	OPERA HOUSE	70.94
	PCARD ONE TIME PAY	BOOK STORES	PROBATION	71.10
	PCARD ONE TIME PAY	WWTP SINK INSTALL	UTIL ADMIN	71.37
	PCARD ONE TIME PAY	AMAZON SUPPLIES	DETENTION & CORRECTION	71.38
	PCARD ONE TIME PAY	POSTAGE MACHINE LEASE	PARK & RECREATION FAC	71.91
	PCARD ONE TIME PAY		ENGR-GENL	71.93
	PCARD ONE TIME PAY		EXECUTIVE ADMIN	71.93
	PCARD ONE TIME PAY		FINANCE-GENL	71.93
	PCARD ONE TIME PAY		LEGAL - PROSECUTION	71.93
	PCARD ONE TIME PAY		COMMUNITY	71.93
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	71.93
	PCARD ONE TIME PAY		POLICE INVESTIGATION	71.93
	PCARD ONE TIME PAY		POLICE PATROL	71.93
	PCARD ONE TIME PAY		DETENTION & CORRECTION	71.93
	PCARD ONE TIME PAY		OFFICE OPERATIONS	71.93
	PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	71.93
	PCARD ONE TIME PAY		UTILITY BILLING	71.93
	PCARD ONE TIME PAY		UTIL ADMIN	71.93

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 7/9/25 TO 7/9/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	POSTAGE MACHINE LEASE	COMPUTER SERVICES	71.93
	PCARD ONE TIME PAY	POWER STRIP, CABLE MANAGEMENT	UTIL ADMIN	72.13
	PCARD ONE TIME PAY	AED SUPPLIES	PERSONNEL ADMINISTRATION	74.28
	PCARD ONE TIME PAY	FATHERS DAY-COFFEE CHAT SUPPLIES	RECREATION SERVICES	74.71
	PCARD ONE TIME PAY	MEMBERSHIP RENEWAL	FINANCE-GENL	75.00
	PCARD ONE TIME PAY	SENIOR LUNCH SUPPLIES	RECREATION SERVICES	75.48
	PCARD ONE TIME PAY	BOOK STORES	PROBATION	75.98
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	77.83
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE TRAINING-FIREARMS	78.22
	PCARD ONE TIME PAY	SERVICE OF PROCESS	GMA - STREET	85.00
	PCARD ONE TIME PAY	MESH HOUSE SINK REPAIR	NON-DEPARTMENTAL	86.19
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE INVESTIGATION	87.50
	PCARD ONE TIME PAY	ALL HANDS/COMMITTEE REFRESHMENTS	UTIL ADMIN	88.34
	PCARD ONE TIME PAY	REPLACEMENT POLE	STORM DRAINAGE	88.98
	PCARD ONE TIME PAY	GALLS BACKORDER ITEMS	POLICE PATROL	89.03
	PCARD ONE TIME PAY	CHAIR DOLLY	OPERA HOUSE	95.16
	PCARD ONE TIME PAY	WIRELESS HEADSET, DOOR STOPPERS	UTIL ADMIN	95.35
	PCARD ONE TIME PAY	FOOD FOR TRAINING	POLICE PATROL	95.82
	PCARD ONE TIME PAY	VEGAN CUPCAKES	EXECUTIVE ADMIN	96.00
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE INVESTIGATION	96.26
	PCARD ONE TIME PAY	RESERVOIR BATTERY	WATER RESERVOIRS	97.50
	PCARD ONE TIME PAY	PICKLE BALL PROJECT	PARK & RECREATION FAC	98.24
	PCARD ONE TIME PAY	ESW SUPPLIES	EMBEDDED SOCIAL WORKER	98.36
	PCARD ONE TIME PAY	TRASH CANS	STORM DRAINAGE	98.44
	PCARD ONE TIME PAY	ZOOM	COMMUNITY	98.46
	PCARD ONE TIME PAY	CITY CLERK MEMBERSHIP	LEGAL-GENL	100.00
	PCARD ONE TIME PAY	TRAVEL FOR CLIENT	EMBEDDED SOCIAL WORKER	100.99
	PCARD ONE TIME PAY	ASP CASE	POLICE PATROL	101.75
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE INVESTIGATION	101.82
	PCARD ONE TIME PAY		POLICE INVESTIGATION	103.91
	PCARD ONE TIME PAY	TRAINING SUPPLIES	POLICE TRAINING-FIREARMS	103.94
	PCARD ONE TIME PAY	MOLLY GROOMING	POLICE ADMINISTRATION	105.60
	PCARD ONE TIME PAY	PICKLE BALL PROJECT	PARK & RECREATION FAC	106.01
	PCARD ONE TIME PAY	ESW SUPPLIES	EMBEDDED SOCIAL WORKER	106.08
	PCARD ONE TIME PAY	FATHERS DAY COFFEE CHAT SUPPLIES	RECREATION SERVICES	109.02
	PCARD ONE TIME PAY	ESW SUPPLIES	EMBEDDED SOCIAL WORKER	109.38
	PCARD ONE TIME PAY	PICKLE BALL PROJECT	PARK & RECREATION FAC	109.39
	PCARD ONE TIME PAY	WEED WHACKER PARTS	STORM DRAINAGE	110.61
	PCARD ONE TIME PAY	HOLSTERS	POLICE TRAINING-FIREARMS	111.53
	PCARD ONE TIME PAY	PARTS & TOOLS	POLICE PATROL	114.52
	PCARD ONE TIME PAY	SHIPPING	POLICE PATROL	115.38
	PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	115.71
	PCARD ONE TIME PAY	OFFICE SUPPLIES	RECREATION SERVICES	116.92
	PCARD ONE TIME PAY	OTHER HOTELS	MUNICIPAL COURTS	118.80
	PCARD ONE TIME PAY		MUNICIPAL COURTS	118.80
	PCARD ONE TIME PAY	PROFESSIONAL SERVICES	EXECUTIVE ADMIN	120.00
	PCARD ONE TIME PAY	ECONOMIC DEVELOPMENT DINNER	PLANNING & COMMUNITY DEV	120.31
	PCARD ONE TIME PAY	PISTOL ACCESSORIES	POLICE PATROL	121.23
	PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	123.04
	PCARD ONE TIME PAY	PICKLE BALL PROJECT RENTAL	PARK & RECREATION FAC	124.06
	PCARD ONE TIME PAY	THUMB DRIVES	COMPUTER SERVICES	124.71
	PCARD ONE TIME PAY	UNIFORM SHORTS	POLICE PATROL	129.98

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 7/9/25 TO 7/9/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	ELECTROLYTE FREEZER POPS	STORM DRAINAGE	130.02
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTILITY BILLING	136.43
	PCARD ONE TIME PAY	UPS SHIPPING	POLICE PATROL	139.71
	PCARD ONE TIME PAY	GAS CANS / LOCK FOR POND	STORM DRAINAGE	139.98
	PCARD ONE TIME PAY	AMAZON SHELVES	POLICE TRAINING-FIREARMS	142.21
	PCARD ONE TIME PAY	JAIL WATER VALVE REPAIR	DETENTION & CORRECTION	142.48
	PCARD ONE TIME PAY	ADVERTISING SERVICES	HOTEL/MOTEL PARKS	144.49
	PCARD ONE TIME PAY	SUPPLIES - FATHER'S DAY BRUNCH	RECREATION SERVICES	147.86
	PCARD ONE TIME PAY	PESTICIDE RE-CERT COURSE	UTIL ADMIN	150.00
	PCARD ONE TIME PAY	REGISTRATION	POLICE TRAINING-FIREARMS	150.00
	PCARD ONE TIME PAY	ESW SUPPLIES	EMBEDDED SOCIAL WORKER	157.73
	PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	159.51
	PCARD ONE TIME PAY	SAFETY WATER COOLER	PARK & RECREATION FAC	161.84
	PCARD ONE TIME PAY	TONER	POLICE PATROL	161.90
	PCARD ONE TIME PAY	CUBICLE WALL ATTACHMENT	POLICE INVESTIGATION	163.18
	PCARD ONE TIME PAY	BOOTS	POLICE PATROL	164.10
	PCARD ONE TIME PAY	BOOTS SHOES	POLICE PATROL	164.10
	PCARD ONE TIME PAY	PESTICIDE RE-CERT COURSE	UTIL ADMIN	165.00
	PCARD ONE TIME PAY	IMSA MEMBERSHIP	GENERAL	170.00
	PCARD ONE TIME PAY	PICKLE BALL PROJECT	PARK & RECREATION FAC	172.33
	PCARD ONE TIME PAY	UNIFORM- MEYER	SOLID WASTE OPERATIONS	175.26
	PCARD ONE TIME PAY	BANK BAGS/DEPOSIT BOOKS	FINANCE-GENL	175.62
	PCARD ONE TIME PAY		COMMUNITY	175.62
	PCARD ONE TIME PAY		GOLF ADMINISTRATION	175.62
	PCARD ONE TIME PAY	TOOLS FOR FIREARMS	POLICE PATROL	175.83
	PCARD ONE TIME PAY	UNIFORM-OXENTENKO	UTIL ADMIN	176.11
	PCARD ONE TIME PAY	SNEAKERS	POLICE PATROL	176.36
	PCARD ONE TIME PAY	JAIL NURSE SUPPLIES	DETENTION & CORRECTION	178.97
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE PATROL	184.60
	PCARD ONE TIME PAY	BOOTS	POLICE PATROL	196.92
	PCARD ONE TIME PAY	RECRUITING SUPPLIES	POLICE TRAINING-FIREARMS	199.00
	PCARD ONE TIME PAY	WATERING PROGRAM	PARK & RECREATION FAC	199.20
	PCARD ONE TIME PAY	LODGING RESERVATIONS	POLICE PATROL	200.60
	PCARD ONE TIME PAY	REGISTRATION	POLICE TRAINING-FIREARMS	206.00
	PCARD ONE TIME PAY	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	206.00
	PCARD ONE TIME PAY	FOOD FOR TRAINING	POLICE PATROL	206.99
	PCARD ONE TIME PAY	SUPPLIES FOR SPLASH PARK EVENT	HOTEL/MOTEL PARKS	213.30
	PCARD ONE TIME PAY	VEH SUPPLIES	POLICE PATROL	216.29
	PCARD ONE TIME PAY	IDENTIFIX FOR FLEET	SMALL ENGINE SHOP	217.71
	PCARD ONE TIME PAY	TRAINING SUPPLIES	POLICE TRAINING-FIREARMS	218.78
	PCARD ONE TIME PAY	UNIFORMS	POLICE PATROL	222.97
	PCARD ONE TIME PAY	DVSS	POLICE PATROL	223.69
	PCARD ONE TIME PAY	EXTRA DELIVERY CHARGE	ROADWAY MAINTENANCE	224.95
	PCARD ONE TIME PAY	METAL RAKES AND SHEERS	STORM DRAINAGE	229.67
	PCARD ONE TIME PAY	DMCMA CONFERENCE LODGING	MUNICIPAL COURTS	237.90
	PCARD ONE TIME PAY	FAUCET	PARK & RECREATION FAC	240.26
	PCARD ONE TIME PAY	BOOTS-UNIFORM	FACILITY MAINTENANCE	240.40
	PCARD ONE TIME PAY	BOOTS	POLICE PATROL	240.67
	PCARD ONE TIME PAY	UNIFORMS	POLICE PATROL	240.68
	PCARD ONE TIME PAY	FALL PROTECTION LIFE JACKET	TRANSPORTATION	245.05
	PCARD ONE TIME PAY	INVEST FORENSICS	POLICE PATROL	250.00
	PCARD ONE TIME PAY	UNIFORM- KRIS WENTZ	EQUIPMENT RENTAL	250.00

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 7/9/25 TO 7/9/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	UNIFORM-BOOTS KEEFE	UTIL ADMIN	251.61
	PCARD ONE TIME PAY	PARK RR GRAFFITI REMOVAL	PARK & RECREATION FAC	252.48
	PCARD ONE TIME PAY	ESW SUPPLIES	EMBEDDED SOCIAL WORKER	262.55
	PCARD ONE TIME PAY	EXERCISE EQUIPMENT	POLICE ADMINISTRATION	262.55
	PCARD ONE TIME PAY	RECRUITING SUPPLIES	POLICE PATROL	264.55
	PCARD ONE TIME PAY	CAR SEAT	POLICE PATROL	266.91
	PCARD ONE TIME PAY	SRO FILE CABINETS	YOUTH SERVICES	272.45
	PCARD ONE TIME PAY	MITEL 6940 PHONE	UTIL ADMIN	273.49
	PCARD ONE TIME PAY	DUO MOBILE	COMPUTER SERVICES	275.00
	PCARD ONE TIME PAY	UNIFORMS	POLICE PATROL	286.61
	PCARD ONE TIME PAY	FERTILIZER FOR HANGING BASKETS	PARK & RECREATION FAC	296.64
	PCARD ONE TIME PAY	BOOK STORES	PROBATION	297.95
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	299.00
	PCARD ONE TIME PAY	MONITOR AND CABLE	COMPUTER SERVICES	304.01
	PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	311.44
	PCARD ONE TIME PAY	DVSS	POLICE PATROL	315.92
	PCARD ONE TIME PAY	DOCKING STATIONS	POLICE PATROL	317.26
	PCARD ONE TIME PAY	ESW SUPPLIES	EMBEDDED SOCIAL WORKER	322.50
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	322.50
	PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	326.48
	PCARD ONE TIME PAY		POLICE PATROL	327.93
	PCARD ONE TIME PAY	OFFICE CHAIRS	WATER DIST MAINS	328.40
	PCARD ONE TIME PAY	BOOTS	POLICE PATROL	336.95
	PCARD ONE TIME PAY	ESW SUPPLIES	EMBEDDED SOCIAL WORKER	338.84
	PCARD ONE TIME PAY	UNIFORMS	POLICE PATROL	339.96
	PCARD ONE TIME PAY	HOTEL	UTIL ADMIN	346.80
	PCARD ONE TIME PAY		UTIL ADMIN	346.80
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	COMMUNITY	350.00
	PCARD ONE TIME PAY	MITEL 6940 PHONE	UTIL ADMIN	371.96
	PCARD ONE TIME PAY	BARCODE SCANNERS	EQUIPMENT RENTAL	377.47
	PCARD ONE TIME PAY	SIGNS	HOTEL/MOTEL PARKS	388.77
	PCARD ONE TIME PAY	PW BBQ SUPPLIES	SOLID WASTE OPERATIONS	423.49
	PCARD ONE TIME PAY		UTIL ADMIN	423.50
	PCARD ONE TIME PAY	ROOM ALERT SENSOR	COMPUTER SERVICES	431.93
	PCARD ONE TIME PAY	VEH SUPPLIES	POLICE PATROL	437.50
	PCARD ONE TIME PAY	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	445.00
	PCARD ONE TIME PAY	CORDLESS VAC	CUSTODIAL SERVICES	447.66
	PCARD ONE TIME PAY	MEMBERSHIP WA CHAPTER	COMMUNITY	450.00
	PCARD ONE TIME PAY	MHP LODGING	POLICE ADMINISTRATION	473.88
	PCARD ONE TIME PAY	TRAVEL LODGING	DETENTION & CORRECTION	488.59
	PCARD ONE TIME PAY	REGISTRATION	POLICE TRAINING-FIREARMS	495.00
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	500.00
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	500.00
	PCARD ONE TIME PAY	MEMBERSHIP DUES	UTIL ADMIN	500.00
	PCARD ONE TIME PAY	REGISTRATION	POLICE TRAINING-FIREARMS	500.00
	PCARD ONE TIME PAY	LINDBERG- TRAVEL PER DIEM	UTIL ADMIN	511.14
	PCARD ONE TIME PAY	HAMPTON INN- TRAVEL DICKEY	UTIL ADMIN	512.46
	PCARD ONE TIME PAY	KEYBOARDS	POLICE INVESTIGATION	516.32
	PCARD ONE TIME PAY	REPLACEMENT TOOLS	TRANSPORTATION	520.65
	PCARD ONE TIME PAY	REGISTRATION	POLICE TRAINING-FIREARMS	549.00
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	550.00
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	569.96

CITY OF MARYSVILLE
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0	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	582.12
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	591.07
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	591.59
	PCARD ONE TIME PAY	DRONE SUPPORT	POLICE PATROL	591.99
	PCARD ONE TIME PAY	LAPTOP	POLICE PATROL	596.69
	PCARD ONE TIME PAY	TRAINING SHORT SCHOOL	UTIL ADMIN	600.00
	PCARD ONE TIME PAY	STREETS SIGN SHOP A/C	ROADWAY MAINTENANCE	602.78
	PCARD ONE TIME PAY	GATE TRANSMITTERS	COMPUTER SERVICES	608.20
	PCARD ONE TIME PAY	PTA TRAINING WORKSHOP	UTIL ADMIN	610.00
	PCARD ONE TIME PAY	HOLSTERS	POLICE TRAINING-FIREARMS	672.54
	PCARD ONE TIME PAY	REGISTRATION	POLICE TRAINING-FIREARMS	700.00
	PCARD ONE TIME PAY	LODGING	POLICE PATROL	703.72
	PCARD ONE TIME PAY	COLLAPSIBLE WATER BOWLS	EXECUTIVE ADMIN	728.60
	PCARD ONE TIME PAY	JAIL WATER VALVE REPAIR	DETENTION & CORRECTION	728.94
	PCARD ONE TIME PAY	LODGING OATES	POLICE PATROL	735.85
	PCARD ONE TIME PAY	LODGING SMITH	POLICE PATROL	735.85
	PCARD ONE TIME PAY	REGISTRATION	POLICE TRAINING-FIREARMS	750.00
	PCARD ONE TIME PAY	WEED WHACKER	STORM DRAINAGE	759.37
	PCARD ONE TIME PAY		STORM DRAINAGE	759.37
	PCARD ONE TIME PAY	BOOK STORES	PROBATION	775.20
	PCARD ONE TIME PAY	WFOA CONFERENCE REGISTRATION	FINANCE-GENL	790.00
	PCARD ONE TIME PAY	K9 SUPPLIES	TRIBAL GAMING-GENL	793.90
	PCARD ONE TIME PAY	REGISTRATION	POLICE TRAINING-FIREARMS	795.00
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	795.00
	PCARD ONE TIME PAY	HOTEL WIGGINS	POLICE INVESTIGATION	889.90
	PCARD ONE TIME PAY	PRV MAINTENANCE	WATER DIST MAINS	899.42
	PCARD ONE TIME PAY	DRONE REPAIR	POLICE PATROL	900.00
	PCARD ONE TIME PAY	PESTICIDE FOR STORM FACILITY	STORM DRAINAGE	919.51
	PCARD ONE TIME PAY	LODGING FOR TRAINING	POLICE INVESTIGATION	993.64
	PCARD ONE TIME PAY	LODGING	POLICE PATROL	1,003.51
	PCARD ONE TIME PAY	LODGING FOR TRAINING	POLICE ADMINISTRATION	1,008.03
	PCARD ONE TIME PAY	LODGING FOR CONFERENCE	POLICE ADMINISTRATION	1,082.44
	PCARD ONE TIME PAY	PICKLE BALL PROJECT	PARK & RECREATION FAC	1,110.27
	PCARD ONE TIME PAY	ANNUAL MEMBERSHIP FEE	NON-DEPARTMENTAL	1,200.00
	PCARD ONE TIME PAY	SIGNS/FEDEX	HOTEL/MOTEL PARKS	1,216.92
	PCARD ONE TIME PAY	FLIGHT FOR TRAINING	POLICE PATROL	1,251.60
	PCARD ONE TIME PAY		POLICE PATROL	1,251.60
	PCARD ONE TIME PAY	PICKLE BALL PROJECT	PARK & RECREATION FAC	1,260.56
	PCARD ONE TIME PAY	TREE SIZE RENEWAL	COMPUTER SERVICES	1,319.20
	PCARD ONE TIME PAY	NAPA DEF FLUID	SOLID WASTE OPERATIONS	1,325.05
	PCARD ONE TIME PAY	RECRUITING SUPPLIES	POLICE TRAINING-FIREARMS	1,327.66
	PCARD ONE TIME PAY	CMMS PROFESSIONAL- SOFTWARE	PARK & RECREATION FAC	1,355.47
	PCARD ONE TIME PAY	REGISTRATION	POLICE TRAINING-FIREARMS	1,397.00
	PCARD ONE TIME PAY	TENT/E-Z UP	HOTEL/MOTEL PARKS	1,453.05
	PCARD ONE TIME PAY	BACKFLOW TESTING	PARK & RECREATION FAC	1,820.00
	PCARD ONE TIME PAY	K9 SUPPLIES	TRIBAL GAMING-GENL	1,960.45
	PCARD ONE TIME PAY	STORM WATER PUMP-NEW PANEL	STORM DRAINAGE	3,118.20
	PCARD ONE TIME PAY	RAINBOW PLAY VILLAGE DESIGN	PROTECTIVE INSPECTIONS	4,750.00
	PCARD ONE TIME PAY	MARINERS ADVERTISING	POLICE ADMINISTRATION	5,000.00
178773	GOVERNMENT PORTFOLIO	2ND QTR 2025 INVESTMENT SERVICE	FINANCE-GENL	7,450.00
178774	BOYD, RAE	NURSE SERVICES	DETENTION & CORRECTION	1,627.50
	BOYD, RAE	NURSE CONTRACT	DETENTION & CORRECTION	45,150.00

CITY OF MARYSVILLE
INVOICE LIST

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178775	PUBLIC FINANCE	LID 71 ADMIN - 3RD QTR 2025	INTEREST & OTHER DEBT	1,025.19
178776	FIRST AMERICAN TITLE	CLOSING FINDS -1814 172ND ST NE	GMA - STREET	4,362.60
178777	PREMERA BLUE CROSS	CLAIMS PAID 6/15 TO 6/21/25	MEDICAL CLAIMS	45,075.25
178778	PREMERA BLUE CROSS	CLAIMS PAID 5/18 TO 5/24/25	MEDICAL CLAIMS	39,594.36
	PREMERA BLUE CROSS	CLAIMS PAID 5/25 TO 5/31/25	MEDICAL CLAIMS	238,419.67
178779	DUNFORD, TARA	2024 ACFR REVIEW	FINANCE-GENL	243.75
178780	A & A LANGUAGE SERV	STATEMENT TRANSLATION	COURTS	75.00
	A & A LANGUAGE SERV		COURTS	75.00
	A & A LANGUAGE SERV	TRANSLATION SERVICE	COURTS	82.28
	A & A LANGUAGE SERV	STATEMENT TRANSLATION	COURTS	111.10
	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
178781	ACTION BUSINESS FURN	FURNITURE	POLICE PATROL	218.80
178782	ALDRICH, KASSIDY	REIMBURSEMENT MILEAGE	EXECUTIVE ADMIN	36.75
178783	ALEXANDER PRINTING	PRINT SERVICES	POLICE PATROL	839.03
178784	ALLIANT INSURANCE	RENEWAL INSURANCE COVERAGE	RISK MANAGEMENT	456,052.28
178785	ANGUIANO, DIEGO	UB REFUND	WATER/SEWER OPERATION	78.23
178786	ARLINGTON HARDWARE	SURGE VALVE UNIONS	PUMPING PLANT	65.55
	ARLINGTON HARDWARE	SANDPAPER, PIPE TEE, COUPLING	WATER DIST MAINS	560.23
178787	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	39.90
178788	ASTOUND BUSINESS	LEASE/MAINTENANCE/INTERNET	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,308.53
178789	AVILA, JOAQUIN	UB REFUND	WATER/SEWER OPERATION	94.79
178790	BACKFLOW APPARATUS	WATCHDOG PARTS	WATER CROSS CNTL	2,113.39
178791	BERKLEY, JAMES	SUMMER CONCERT	RECREATION SERVICES	700.00
178792	BEVIS, BRIANNA	REFUND - OPERA HOUSE	GENERAL FUND	250.00
178793	BILLING DOCUMENT SPE	PAYMENT PROCESSING	UTILITY BILLING	2,116.29
	BILLING DOCUMENT SPE	BILL PRINT SERVICE	UTILITY BILLING	2,723.60
	BILLING DOCUMENT SPE		UTILITY BILLING	3,717.58
178794	BILLY GENE ALEXANDER	UB REFUND	WATER/SEWER OPERATION	70.70
178795	BIO CLEAN, INC	BIO CLEAN CELL	DETENTION & CORRECTION	492.30
178796	BLAY, DON	UB REFUND	WATER/SEWER OPERATION	67.97
178797	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	840.00
178798	BOTTIN, STACIE & KYL	UB REFUND	WATER/SEWER OPERATION	188.57
178799	BSN SPORTS, LLC	VOLLEYBALLS	RECREATION SERVICES	361.11
178800	BUELL, MIKE	WELLNESS COORDINATOR TRAINING	POLICE ADMINISTRATION	473.00
178801	BUILDER'S CHOICE HOM	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	40.00
178802	BURTIS, MICHAEL	REIMBURSEMENT - HOTEL	DETENTION & CORRECTION	959.10
178803	CARSON-BLAKESLEY,VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	486.00
178804	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	20,071.62

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178804	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	20,342.93
178805	CASCADE MACHINERY	AIR COMPRESSOR ANNUAL SERVICE	WASTE WATER TREATMENT	4,028.61
178806	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	808.93
178807	CASCADE SEPTIC PUM	PORTABLE RESTROOM CLEANING	SOURCE OF SUPPLY	381.85
178808	CHAMPION BOLT	CREDIT FOR INV 798797	WATER DIST MAINS	-274.82
	CHAMPION BOLT	PREVENTATIVE MAINTENANCE	WATER DIST MAINS	27.14
	CHAMPION BOLT		WATER DIST MAINS	104.31
	CHAMPION BOLT		WATER DIST MAINS	296.58
178809	CLEAN HARBORS ENV	OIL SPILL CLEANUP	STORM DRAINAGE	2,070.31
178810	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
178811	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	598.67
178812	COOP SUPPLY	SPRAYER, MEASURING CUP	HYDRANTS	31.70
178813	CRIMINAL JUSTICE	BLEA CHARGES HOUE REIMER	POLICE TRAINING-FIREARMS	1,561.00
178814	CRYSTAL SPRINGS	WATER COOLER RENTAL	SEWER MAIN COLLECTION	109.94
	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	146.99
	CRYSTAL SPRINGS	WATER COOLER RENTAL	WASTE WATER TREATMENT	157.86
178815	DATA QUEST LLC	PRE-EMPLOYMENT SERVICES	POLICE ADMINISTRATION	25.00
178816	DAY, ANGELA & STEVEN	UB REFUND	WATER/SEWER OPERATION	360.43
178817	DELL	SERVER WARRANTY EXTENSION	IS REPLACEMENT ACCOUNTS	922.49
178818	DICKS TOWING	TOWING 25-34996	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-35196	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-35343	POLICE PATROL	129.23
178819	DUEMMELL, JERRY	PERDIEM SRO BASIC	POLICE PATROL	473.00
178820	E&E LUMBER	40142480	WASTE WATER TREATMENT	10.44
	E&E LUMBER	WEST TRUNK PIPING REPAIR	WASTE WATER TREATMENT	25.71
178821	EAST JORDAN IRON WORK	STORM CATCH BASIN IRON	STORM DRAINAGE	92.11
178822	ERICKSON, MATTHEW	REIMBURSEMENT - EXAM/APP FEE	UTIL ADMIN	157.00
178823	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	80.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	322.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	480.00
178824	EVERETT, CITY TREAS	WATER FILTRATION CHARGES	SOURCE OF SUPPLY	248,132.99
	EVERETT, CITY TREAS		SOURCE OF SUPPLY	271,960.07
178825	FEDEX	SHIPPING FEES	WATER QUAL TREATMENT	48.57
178826	FELDMAN & LEE P.S.	PUBLIC DEFENSE/SPAR CASES	PUBLIC DEFENSE	12,285.00
	FELDMAN & LEE P.S.		PUBLIC DEFENSE	50,715.00
178827	GALLS, LLC	JUMPSUIT LAWRENSON	POLICE PATROL	660.68
178828	GARG, ANKIT	REFUND - PARK RENTAL	PARKS-RECREATION	90.00
178829	GARIN, JESSICA	REFUND - RADICAL RIDES	PARKS-RECREATION	184.00
	GARIN, JESSICA		PARKS-RECREATION	194.00
178830	GEISE, DONNA	INSTRUCTOR PAYMENT	RECREATION SERVICES	42.00
178831	GMP CONSULTANTS	INTERIM DC DIRECTOR HOURS	COMMUNITY	9,538.18
178832	GOLDSTREET DESIGN	WATER QUALITY ANNUAL REPORT	WATER QUAL TREATMENT	729.00

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178832	GOLDSTREET DESIGN	WATER QUALITY ANNUAL REPORT	WATER QUAL TREATMENT	1,728.50
178833	GOVCONNECTION INC	WATCHGUARD FIREWALL RENEWAL	IS REPLACEMENT ACCOUNTS	2,363.81
178834	GRAHAM, RYNE & JESSI	UB REFUND	GARBAGE	85.79
178835	GRANICUS	MAINTENANCE & SUPPORT	IS REPLACEMENT ACCOUNTS	1,670.39
	GRANICUS	ENCODER HARDWARE	IS REPLACEMENT ACCOUNTS	5,899.67
178836	GREENSHIELDS INDS	PREVENTATIVE MAINTENANCE	WATER DIST MAINS	482.24
178837	GRIFFEN LAW OFFICE	PUBLIC DEFENSE/CONFLICT COUNCIL	PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
178838	GUERRERO, JESSICA	REFUND - MINI CAMP	PARKS-RECREATION	59.00
178839	HACH COMPANY	METER SERVICE	WASTE WATER TREATMENT	3,798.38
178840	HARMONICA POCKET	SUMMER SPLASH ENTERTAINMENT	HOTEL/MOTEL PARKS	850.00
178841	HERRERA, KATHERINE	REIMBURSEMENT - TESTING FEE	POLICE PATROL	175.00
178842	HID GLOBAL CORP	ADVANTAGE/LIFE SCAN UPGRADE	OFFICE OPERATIONS	1,035.00
	HID GLOBAL CORP		DETENTION & CORRECTION	1,035.00
178843	HOTS, ROGER	UB REFUND	WATER/SEWER OPERATION	28.89
178844	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
178845	INFINITY MASSAGE CHA	MASSAGE CHAIRS	GENERAL FUND	-939.81
	INFINITY MASSAGE CHA		POLICE ADMINISTRATION	10,937.81
178846	INTL ASSOC CHIEFS	CONFERENCE - LAWLESS	POLICE TRAINING-FIREARMS	500.00
	INTL ASSOC CHIEFS	CONFERENCE - SCAIRPON	POLICE TRAINING-FIREARMS	500.00
178847	KANEHEN, GREGORY	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
178848	KIM, JAMIE S.	PUBLIC DEFENSE - CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	KIM, JAMIE S.	PUBLIC DEFENSE-CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
178849	KING, SHERRY JO	PROTEM SERVICE	MUNICIPAL COURTS	1,665.00
178850	LASTING IMPRESSIONS	UNIFORM - REDIGER	POLICE INVESTIGATION	116.84
178851	LAW ENFORCE SEMINARS	REGISTRATION - WISEMAN/OATES	POLICE TRAINING-FIREARMS	890.00
178852	LEE, CATHERINE	REFUND - CREDIT BALANCE	PARKS-RECREATION	8.00
	LEE, CATHERINE	REFUND - DANCE CAMP	PARKS-RECREATION	32.00
178853	LIBERTY TIRE RECY	TIRE RECYCLING	PROTECTIVE INSPECTIONS	627.65
178854	LINC NW	MARYSVILLE MOTEL CONTRACT	COUNTY HM GRANT	12,670.46
178855	LOOMIS	ARMORED CAR SERVICE	POLICE ADMINISTRATION	162.03
	LOOMIS		UTILITY BILLING	162.03
	LOOMIS		COMMUNITY	162.04
	LOOMIS		MUNICIPAL COURTS	162.04
	LOOMIS		GOLF ADMINISTRATION	346.40
178856	LUSTER, SEAN	SUMMER SPLASH ENTERTAINMENT	HOTEL/MOTEL PARKS	1,000.00
178857	MARYSVILLE, CITY OF	1404 5TH ST	NON-DEPARTMENTAL	27.33
	MARYSVILLE, CITY OF	3RD ST & STATE AVE	NON-DEPARTMENTAL	27.33
	MARYSVILLE, CITY OF	1049 STATE AVE	NON-DEPARTMENTAL	86.77
	MARYSVILLE, CITY OF	4708 79TH AVE NE	PARK & RECREATION FAC	124.13
	MARYSVILLE, CITY OF	316 CEDAR AVE	STORM DRAINAGE	129.23
	MARYSVILLE, CITY OF	1221 3 ST	OPERA HOUSE	132.17
	MARYSVILLE, CITY OF	1019 CEDAR AVE FIELD	PARK & RECREATION FAC	133.64
	MARYSVILLE, CITY OF	1050 COLUMBIA AVE	PARK & RECREATION FAC	145.85
	MARYSVILLE, CITY OF	10118 STATE AVE	ROADWAY MAINTENANCE	166.50
	MARYSVILLE, CITY OF	1529 3RD ST IRRIGATION	WATER SERVICES	223.83
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	ROADWAY MAINTENANCE	237.22
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	238.58
	MARYSVILLE, CITY OF	61 STATE AVE	PARK & RECREATION FAC	245.93

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178857	MARYSVILLE, CITY OF	1049 STATE AVE	NON-DEPARTMENTAL	247.40
	MARYSVILLE, CITY OF	4TH ST & I-5 IRRIGATION	PARK & RECREATION FAC	301.64
	MARYSVILLE, CITY OF	7115 GROVE ST	GOLF ADMINISTRATION	326.45
	MARYSVILLE, CITY OF	514 DELTA AVE RESTROOM	PARK & RECREATION FAC	351.47
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	EQUIPMENT RENTAL	434.18
	MARYSVILLE, CITY OF	1019 CEDAR AVE	PARK & RECREATION FAC	529.25
	MARYSVILLE, CITY OF	1225 3 ST	OPERA HOUSE	755.38
	MARYSVILLE, CITY OF	514 DELTA AVE	NON-DEPARTMENTAL	793.18
	MARYSVILLE, CITY OF	1015 STATE AVE	RECREATION SERVICES	1,130.63
	MARYSVILLE, CITY OF	514 DELTA AVE	PARK & RECREATION FAC	1,168.54
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	1,233.18
	MARYSVILLE, CITY OF	7007 GROVE ST	GOLF ADMINISTRATION	1,444.97
	MARYSVILLE, CITY OF	501 DELTA AVE	NON-DEPARTMENTAL	2,115.63
	MARYSVILLE, CITY OF	514 DELTA AVE	NON-DEPARTMENTAL	2,306.79
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	2,872.73
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	3,109.51
	MARYSVILLE, CITY OF	1 & STATE AVE IRRIGATION	PARK & RECREATION FAC	3,407.01
	MARYSVILLE, CITY OF	6810 84TH ST NE	GOLF ADMINISTRATION	6,293.17
	MARYSVILLE, CITY OF	514 DELTA AVE	PARK & RECREATION FAC	9,930.59
178858	MCDONALD, KEVIN D	APPEAL/HEARING EXAMINER SERVICE	UTIL ADMIN	1,100.40
178859	MCMURCHIE, GREG	UB REFUND	WATER/SEWER OPERATION	153.28
178860	MIRIAM TECHNOLOGIES	WEBCHECK SERVICE	UTILITY BILLING	1,296.40
178861	NELSON'S NOXIOUS	WEED CONTROL	STORM DRAINAGE	510.08
178862	NTS, INC.	UB REFUND	WATER/SEWER OPERATION	1,187.98
178863	OLSEN, VANESSA	REFUD - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
178864	OMA OKORIE AWA	UB REFUND	WATER/SEWER OPERATION	534.20
178865	PACIFIC POWER BATTER	BATTERIES	IS REPLACEMENT ACCOUNTS	394.12
178866	PATHWAY VET ALLIANCE	VET SERVICE - DOZER	POLICE COMMUNITY	183.64
	PATHWAY VET ALLIANCE	VET SERVICE - STAR	POLICE COMMUNITY	183.64
	PATHWAY VET ALLIANCE	VET SERVICE - MOLLY	POLICE COMMUNITY	316.10
	PATHWAY VET ALLIANCE	VET SERVICE - GRAY	POLICE COMMUNITY	1,058.61
	PATHWAY VET ALLIANCE	VET SERVICE - BREW	POLICE COMMUNITY	1,983.81
178867	PEACE OF MIND	COUNCIL MEETING	CITY CLERK	220.40
178868	PETROCARD SYSTEMS	FUEL CONSUMED	CUSTODIAL SERVICES	152.13
	PETROCARD SYSTEMS		ENGR-GENL	152.73
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	198.67
	PETROCARD SYSTEMS		COMMUNITY	316.80
	PETROCARD SYSTEMS		PARK & RECREATION FAC	3,316.56
	PETROCARD SYSTEMS		GENERAL	3,797.48
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,634.46
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,231.24
	PETROCARD SYSTEMS		POLICE PATROL	9,840.76
178869	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	MAINTENANCE	17,475.04
	PGC INTERBAY LLC		PRO-SHOP	17,670.79
178870	PLATT ELECTRIC	EYE BOLTS	WASTE WATER TREATMENT	47.47
	PLATT ELECTRIC	CONDUIT	WASTE WATER TREATMENT	74.37
	PLATT ELECTRIC	LIGHT	WASTE WATER TREATMENT	191.41
	PLATT ELECTRIC	CORD	WASTE WATER TREATMENT	267.85
	PLATT ELECTRIC	LIGHTS	WASTE WATER TREATMENT	1,531.25
178871	POO FREE PARKS	PET WASTE BAGS	STORM DRAINAGE	1,586.19
178872	PUD	ACCT #205283641	STREET LIGHTING	10.46
	PUD	ACCT #205026479	STREET LIGHTING	14.39

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178872	PUD	ACCT #205026479	STREET LIGHTING	22.53
	PUD	ACCT #204584361	STREET LIGHTING	22.66
	PUD		STREET LIGHTING	30.05
	PUD	ACCT #202177861	PUMPING PLANT	55.46
	PUD	ACCT #223286667	METER READING	62.98
	PUD	ACCT #221303498	STREET LIGHTING	64.68
	PUD	ACCT #202220760	GOLF ADMINISTRATION	66.37
	PUD	ACCT #224162602	PARK & RECREATION FAC	68.58
	PUD	ACCT #201380995	PUMPING PLANT	78.97
	PUD	ACCT #220153100	TRANSPORTATION	85.53
	PUD	ACCT #202183679	TRANSPORTATION	101.37
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	102.85
	PUD	ACCT #200800704	STREET LIGHTING	103.92
	PUD	ACCT #202368197	PUMPING PLANT	135.34
	PUD	ACCT #202576112	STREET LIGHTING	158.87
	PUD	ACCT #222592917	PARK & RECREATION FAC	174.70
	PUD	ACCT #203344585	STREET LIGHTING	252.66
	PUD	ACCT #200164598	SOURCE OF SUPPLY	410.69
	PUD	ACCT #201639630	GOLF ADMINISTRATION	804.47
	PUD	ACCT #201147253	PUMPING PLANT	2,160.59
	PUD	ACCT #202604203	STREET LIGHTING	2,185.24
	PUD	ACCT #202576112	STREET LIGHTING	3,018.69
	PUD	ACCT #202604203	STREET LIGHTING	3,277.87
	PUD	ACCT #201577921	PUMPING PLANT	9,148.85
	PUD	ACCT #202882098	STREET LIGHTING	13,302.50
	PUD		STREET LIGHTING	16,258.61
178873	PUGET SOUND ENERGY	ACCT #220002768939	NON-DEPARTMENTAL	14.73
178874	RATANA ROSA SHURTZ	INSTRUCTOR PAYMENT	RECREATION SERVICES	168.00
178875	RAY ALLEN MANUFACTURE	BUCKLE	K9 PROGRAM	31.70
178876	RODRIGUEZ, JOSE JR	SETTLEMENT AGREEMENT	NON-DEPARTMENTAL	9,500.00
178877	RONGERUDE, JOHN	PROTEM SERVICE	MUNICIPAL COURTS	148.00
178878	RUBATINO	LATE FEE FOR INV # 4038529	PROTECTIVE INSPECTIONS	3.56
178879	SAFE RESTRAINTS INC	EQUIPMENT, SRI SHIELD	GENERAL FUND	-249.50
	SAFE RESTRAINTS INC		POLICE ADMINISTRATION	2,903.74
178880	SCHANK, SHARON	UB REFUND	WATER/SEWER OPERATION	56.76
178881	SINGH, LEHAL SATNAM	UB REFUND	WATER/SEWER OPERATION	268.74
178882	SISKUN POWER EQUIPMENT	CHAIN LOOP	STORM DRAINAGE	88.98
178883	SMARSH INC	TEXT MESSAGE ARCHIVING	COMPUTER SERVICES	-1,765.86
	SMARSH INC		COMPUTER SERVICES	-407.88
	SMARSH INC		COMMUNITY	7.85
	SMARSH INC		YOUTH SERVICES	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC		FACILITY MAINTENANCE	7.85
	SMARSH INC		COMMUNITY	7.85
	SMARSH INC		YOUTH SERVICES	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85

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178883	SMARSH INC	TEXT MESSAGE ARCHIVING	FACILITY MAINTENANCE	7.85
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		UTILITY BILLING	15.70
	SMARSH INC		SEWER MAIN COLLECTION	15.70
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		UTILITY BILLING	15.70
	SMARSH INC		SEWER MAIN COLLECTION	15.70
	SMARSH INC		MUNICIPAL COURTS	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		MUNICIPAL COURTS	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		COMMUNITY SERVICES UNIT	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		COMMUNITY SERVICES UNIT	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		GIS SERVICES IS	39.25
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		GIS SERVICES IS	39.25
	SMARSH INC		LEGAL - PROSECUTION	47.10
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		COMMUNITY SERVICES UNIT	47.10
	SMARSH INC		PARK & RECREATION FAC	47.10
	SMARSH INC		LEGAL - PROSECUTION	47.10
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		COMMUNITY SERVICES UNIT	47.10
	SMARSH INC		PARK & RECREATION FAC	47.10
	SMARSH INC		WATER QUAL TREATMENT	54.95
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC		WATER QUAL TREATMENT	54.95
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC		GENERAL	102.05
	SMARSH INC		GENERAL	102.05
	SMARSH INC		POLICE INVESTIGATION	109.90
	SMARSH INC		DETENTION & CORRECTION	109.90
	SMARSH INC		POLICE INVESTIGATION	109.90
	SMARSH INC		DETENTION & CORRECTION	109.90
	SMARSH INC		WASTE WATER TREATMENT	117.75
	SMARSH INC		WASTE WATER TREATMENT	117.75
	SMARSH INC		EXECUTIVE ADMIN	125.60
	SMARSH INC		POLICE ADMINISTRATION	125.60
	SMARSH INC		EXECUTIVE ADMIN	125.60
	SMARSH INC		POLICE ADMINISTRATION	125.60
	SMARSH INC		SOLID WASTE CUSTOMER	133.45
	SMARSH INC		SOLID WASTE CUSTOMER	133.45
	SMARSH INC		UTIL ADMIN	149.15

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 7/9/25 TO 7/9/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178883	SMARSH INC	TEXT MESSAGE ARCHIVING	UTIL ADMIN	149.15
	SMARSH INC		ENGR-GENL	188.40
	SMARSH INC		ENGR-GENL	188.40
	SMARSH INC		POLICE PATROL	541.65
	SMARSH INC		POLICE PATROL	541.65
178884	SNO CO CORRECTIONS	INMATE MEDICAL	DETENTION & CORRECTION	1,935.77
178885	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,251.53
178886	SOUND PUBLISHING	CITY ORDINANCE	CITY CLERK	103.20
178887	SUNNYSIDE NURSERY	HANGING BASKETS	PARK & RECREATION FAC	1,115.88
	SUNNYSIDE NURSERY		PARK & RECREATION FAC	8,741.06
178888	SUPER HAWK CANOPY	ALUMINUM CANOPY	WASTE WATER TREATMENT	1,530.51
178889	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTALS	HOTEL/MOTEL PARKS	1,040.00
178890	THOMSON REUTERS	ONLINE/SOFTWARE SUBSCRIPTION	LEGAL-GENL	858.90
	THOMSON REUTERS		LEGAL - PROSECUTION	858.90
178891	TORRES VELA, JAZMIN	REFUND - DANCE CAMP	PARKS-RECREATION	32.00
	TORRES VELA, JAZMIN		PARKS-RECREATION	42.00
178892	TRAFFIC DATA	TRAFFIC DATA COUNTS	TRANSPORTATION	6,099.00
178893	TRANSUNION RISK & AL	INVESTIGATIVE TOOL	POLICE INVESTIGATION	502.88
178894	TWI INVESTMENT GROUP	UB REFUND	WATER/SEWER OPERATION	66.72
178895	ULINE	DOG WASTE BAGS	PARK & RECREATION FAC	219.43
178896	VALENTIN, CHRISTOPHE	SUMMER SPLASH ENTERTAINMENT	HOTEL/MOTEL PARKS	200.00
178897	VEOLIA WATER TECH	LIGHT BULB REPLACEMENT	SEWER MAIN COLLECTION	753.77
178898	VERIZON	AMR LINES	METER READING	462.37
	VERIZON	WIRELESS MODEMS	POLICE PATROL	1,527.56
178899	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
	VESTIS GROUP INC.		OPERA HOUSE	241.30
178900	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	646.50
	WA STATE TREASURER		GENERAL FUND	57,118.71
178901	WEBER 14 LLC	UB REFUND	WATER/SEWER OPERATION	140.48
178902	WILSON, JEFF	REIMBURSEMENT TRAVEL, HOTEL	COMMUNITY	1,355.90
178903	YUMUL, ROMA C	UB REFUND	WATER/SEWER OPERATION	77.55

WARRANT TOTAL: **1,928,578.69**

BUILDER'S CHOICE HOME IMPROVEMENT	CHECK LOST/DAMAGED	164512	40.00
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REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: **\$1,928,538.69**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: July 10, 2025, Payroll in the Amount of \$2,322,882.62 Paid by EFT Transactions and Check Numbers 35774 through 35797

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: July 16, 2025, Claims in the Amount of \$1,819,498.85 Paid by Check Numbers 178904 through 179038 with Check Numbers 178490, 178740, and 178752 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[071625.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 7/16/2025 TO 7/16/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178904	PREMERA BLUE CROSS	CLAIMS PAID 6/29 TO 6/30/25	MEDICAL CLAIMS	21,656.77
	PREMERA BLUE CROSS	CLAIMS PAID 7/1 TO 7/5/25	MEDICAL CLAIMS	41,896.23
	PREMERA BLUE CROSS	CLAIMS PAID 6/22 TO 6/28/25	MEDICAL CLAIMS	101,183.63
178905	STATE AUDITORS OFFIC	AUDIT PERIOD 2024	NON-DEPARTMENTAL	35,609.60
	STATE AUDITORS OFFIC		UTIL ADMIN	35,609.60
178906	RAPID FINANCIAL SOL	JURY FUNDS	MUNICIPAL COURTS	732.28
178907	REVENUE, DEPT OF	2ND QTR LEASEHOLD TAX 2025	GENERAL FUND	1,020.78
	REVENUE, DEPT OF		GOLF COURSE	1,938.84
178908	REVENUE, DEPT OF	EXCISE TAXES JUNE 2025	COMMUNITY	17.32
	REVENUE, DEPT OF		POLICE ADMINISTRATION	36.50
	REVENUE, DEPT OF		CITY CLERK	42.80
	REVENUE, DEPT OF		WATER/SEWER OPERATION	72.80
	REVENUE, DEPT OF		GENERAL FUND	107.41
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,825.74
	REVENUE, DEPT OF		STORM DRAINAGE	10,395.49
	REVENUE, DEPT OF		GOLF COURSE	35,923.33
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	39,021.95
	REVENUE, DEPT OF		UTIL ADMIN	124,627.53
178909	COMMONSTREET	PROFESSIONAL SERVICE	GMA - STREET	3,876.54
178910	LICENSING, DEPT OF	DRIVING ABSTRACT	PERSONNEL ADMINISTRATION	30.00
178911	LICENSING, DEPT OF	DRIVING ABSTRACT	PERSONNEL ADMINISTRATION	30.00
178912	LICENSING, DEPT OF	DRIVING ABSTRACT	PERSONNEL ADMINISTRATION	15.00
178913	LICENSING, DEPT OF	DRIVING ABSTRACT	PERSONNEL ADMINISTRATION	15.00
178914	LICENSING, DEPT OF	DRIVING ABSTRACT	PERSONNEL ADMINISTRATION	30.00
178915	BENEFIT COORDINATORS	AUG 2025 MEDICAL PREMIUM	MEDICAL CLAIMS	178,355.90
178916	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	182.60
	A & A LANGUAGE SERV		COURTS	192.00
	A & A LANGUAGE SERV		COURTS	212.00
	A & A LANGUAGE SERV		COURTS	212.00
	A & A LANGUAGE SERV		COURTS	212.00
	A & A LANGUAGE SERV		COURTS	215.20
178917	ALEXANDER PRINTING	PRINTING SERVICE	UTILITY BILLING	63.13
	ALEXANDER PRINTING	PAYMENT ARRANGEMENT BOOKS	UTILITY BILLING	213.28
178918	AMERICAN CLEANERS	DRY CLEANING	POLICE ADMINISTRATION	23.84
	AMERICAN CLEANERS		DETENTION & CORRECTION	23.85
	AMERICAN CLEANERS		POLICE PATROL	131.72
178919	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
178920	ARI PHOENIX INC	TRAVEL/LABOR	EQUIPMENT RENTAL	640.00
178921	ARLINGTON HARDWARE	BOLTS, WASHERS	SOURCE OF SUPPLY	101.35
	ARLINGTON HARDWARE	SAW BLADES	WATER SERVICES	276.43
178922	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	775.00
	BHC CONSULTANTS		SEWER LIFT STATION	1,022.50
	BHC CONSULTANTS		SEWER LIFT STATION	9,750.00
	BHC CONSULTANTS		WASTE WATER TREATMENT	11,208.75
178923	BICKFORD FORD	SEATBELT ASSEMBLY - P194	EQUIPMENT RENTAL	106.15
	BICKFORD FORD	SPARK PLUGS, IGNITION COIL - V028	EQUIPMENT RENTAL	383.70
	BICKFORD FORD	SPARK PLUGS, IGNITION COIL ASSEMBLY	EQUIPMENT RENTAL	399.58
	BICKFORD FORD	TIRE PRESSURE SENSOR - P223	EQUIPMENT RENTAL	556.23
	BICKFORD FORD	BRAKE ROTORS/PADS	ER&R	648.39

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 7/16/2025 TO 7/16/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178924	BIO CLEAN, INC	DECONTAMINATION JAIL CELL	DETENTION & CORRECTION	492.30
178925	BOTESCH, NASH & HALL	PROFESSIONAL SERVICE	UTILITY CONSTRUCTION	14,156.50
178926	CAIN, ALFRED & KATHA	UB REFUND	WATER/SEWER OPERATION	236.09
178927	CASTRO, ARLET	REFUND - JENNINGS PARK BARN	PARKS-RECREATION	280.00
178928	CENTRAL WELDING SUPP	WATER PUMP REPAIR	SOURCE OF SUPPLY	134.82
178929	CHAPARRO, BRIAN	WWCPA TRAINING	UTIL ADMIN	284.05
178930	CLEAN CUT TREE & STU	HAZARD TREE REMOVAL	NON-DEPARTMENTAL	601.70
178931	CLEARWATER PACKAGE	JAIL SUPPLIES	GENERAL FUND	-304.19
	CLEARWATER PACKAGE		DETENTION & CORRECTION	3,540.19
178932	COLEMAN, DAWN	UB REFUND	WATER/SEWER OPERATION	230.59
178933	CONDYLES, PETER	REIMBURSEMENT - HOTEL	CITY COUNCIL	421.17
178934	COSTLESS SENIOR SRVC	INMATE PRESCRIPTION SERVICE	DETENTION & CORRECTION	377.90
178935	CREATIVE PRODUCT SOU	STICKERS	YOUTH SERVICES	447.84
178936	CRYSTAL SPRINGS	WATER SERVICE	DETENTION & CORRECTION	100.00
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	100.00
	CRYSTAL SPRINGS		OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	200.00
	CRYSTAL SPRINGS		POLICE PATROL	240.50
178937	DAILY JOURNAL OF COM	UNPAID BALANCE	UTILITY CONSTRUCTION	307.40
178938	DAVIDSON, BILL	REFUND - PICKLEBALL CAMP	PARKS-RECREATION	140.00
178939	DESANTIS, ANNE	INTERPRETER SERVICE	COURTS	186.40
178940	DICKS TOWING	TOWING 65266D	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-35721	POLICE PATROL	241.64
	DICKS TOWING	RE DISPOSAL	POLICE PATROL	1,497.88
178941	DOBBS PETERBILT	COOLANT LINE - J068	EQUIPMENT RENTAL	82.06
	DOBBS PETERBILT	STEERING PARTS - J035	EQUIPMENT RENTAL	1,006.62
	DOBBS PETERBILT	RADIATOR REPAIR/PARTS - J007	EQUIPMENT RENTAL	7,039.05
178942	DRIVE PAYMENTS, LLC	PAYMENT PROCESSING - JUNE	UTILITY BILLING	1,005.10
178943	DUNLAP INDUSTRIAL	ADAPTER	SOURCE OF SUPPLY	141.04
178944	E&E LUMBER	COVERS, PAINT TRAY	ROADSIDE VEGETATION	28.85
	E&E LUMBER	DRILL BIT, HAMMER BIT, CONCRETE	WATER DIST MAINS	29.61
	E&E LUMBER	SPRAYER	ROADWAY MAINTENANCE	58.96
178945	EAST JORDAN IRON WORK	2-PORT HYDRANT	HYDRANTS	4,037.12
	EAST JORDAN IRON WORK	VALVE BOXES	WATER DIST MAINS	4,770.67
178946	EAST JORDAN IRON WORK	VALVE CAN LIDS	WATER DIST MAINS	254.03
178947	ENTERPRISE RENTAL	CAR RENTAL	POLICE PATROL	172.22
178948	EVERETT, CITY OF	VET CARE AT SHELTER	POLICE COMMUNITY	480.00
	EVERETT, CITY OF	ANIMALS TO SHELTER	POLICE COMMUNITY	4,430.00
178949	FERGUSON ENTERPRISES	METER BOX LIDS	WATER SERVICES	1,575.36
	FERGUSON ENTERPRISES	METER BOX - SERVICES	WATER SERVICES	2,170.50
178950	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	54.93
	FERRELLGAS		TRAFFIC CONTROL DEVICES	54.93
	FERRELLGAS		ROADWAY MAINTENANCE	67.38
	FERRELLGAS		TRAFFIC CONTROL DEVICES	67.38
178951	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	440.00
178952	FORD, J ERIC	UB REFUND	WATER/SEWER OPERATION	370.36
178953	FOUND THERAPY SERVICE	MHP QUARTERLY VISITS	POLICE ADMINISTRATION	2,240.00
178954	GALLS, LLC	UNIFORM - CORDOZA	POLICE PATROL	39.38
	GALLS, LLC	UNIFORM - NIANEKEO	POLICE PATROL	118.90
	GALLS, LLC	UNIFORM - CORDOZA	POLICE PATROL	307.68
178955	GARDNER, SUE	REFUND - TINY TOTS PLAYTIME	PARKS-RECREATION	20.00
178956	GESSNER, KRISTA	REIMBURSEMENT - CDL RENEWAL	UTIL ADMIN	136.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 7/16/2025 TO 7/16/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178957	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	571.66
	GRANITE CONST		ROADWAY MAINTENANCE	672.42
178958	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	300.00
178959	HARRIS, ARON	PERDIEM - CERTIFICATION TRAINING	UTIL ADMIN	192.05
178960	HD FOWLER COMPANY	HYDRANT REPAIR	HYDRANTS	184.68
	HD FOWLER COMPANY	QUICK JOINT	WATER SUPPLY MAINS	414.39
	HD FOWLER COMPANY	PUMPING PLANT	PUMPING PLANT	439.93
	HD FOWLER COMPANY	3/4' COPPER ROLL	WATER SERVICES	778.32
	HD FOWLER COMPANY	METER BOX LIDS	WATER SERVICES	960.37
	HD FOWLER COMPANY	AIR VAC/DISTRIBUTION MAINS	WATER DIST MAINS	1,134.64
	HD FOWLER COMPANY	METER BOXES	WATER SERVICES	1,295.37
	HD FOWLER COMPANY	FIRE HYDRANT	HYDRANTS	4,775.05
178961	HERNANDEZ, LUISA	REFUND - TINY TOTS PLAYTIME	PARKS-RECREATION	20.00
178962	HERRERA ENVIRO	PROFESSIONAL SERVICE	GMA-PARKS	10,299.28
178963	INGRAHAM, GERRIE P	INSTRUCTOR PAYMENT	RECREATION SERVICES	367.50
178964	INTERNAL REVENUE SVC	JUNE 2025 PCORI FORM 720 FILING	MEDICAL CLAIMS	2,078.53
178965	JALILI, BIJAN	PROTEM SERVICE	MUNICIPAL COURTS	370.00
178966	JAMES, CYNTHIA	REFUND - MINI CAMP	PARKS-RECREATION	59.00
178967	KEHRES, MARGI	REFUND - TINY TOTS PLAYTIME	PARKS-RECREATION	8.00
178968	KPFF CONSULTING	PROFESSIONAL SERVICE	GMA - STREET	30,704.49
178969	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	302,060.00
178970	LAVELLE, SARAH	REIMBURSEMENT - MILEAGE	EXECUTIVE ADMIN	82.95
178971	MAJAMAY, APRIL	REFUND - VOICE CAMP	PARKS-RECREATION	300.00
178972	MARYSVILLE, CITY OF	TUSC RIDGE IRRIGATION	PARK & RECREATION FAC	141.09
	MARYSVILLE, CITY OF	6802 84 ST NE	GOLF ADMINISTRATION	242.99
	MARYSVILLE, CITY OF	1010 BEACH AVE	PARK & RECREATION FAC	411.06
178973	MCPAHON, COLIN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
178974	MEYER, VAUGHN & JESS	UB REFUND	WATER/SEWER OPERATION	54.33
178975	MILES SAND & GRAVEL	SIDEWALK MAINTENANCE	SIDEWALK MAINTENANCE	1,247.18
	MILES SAND & GRAVEL		SIDEWALK MAINTENANCE	1,504.26
178976	MUTCH, DARREN	UB REFUND	WATER/SEWER OPERATION	167.45
178977	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	831.60
178978	OREILLY AUTO PARTS	CREDIT FOR INV 2843-328001	EQUIPMENT RENTAL	-16.61
	OREILLY AUTO PARTS	FILTER - J050	EQUIPMENT RENTAL	36.15
	OREILLY AUTO PARTS	BRAKE PARTS - V015	EQUIPMENT RENTAL	532.33
178979	OTAK	PROFESSIONAL SERVICE	GMA - STREET	942.25
178980	OWEN EQUIPMENT	SUCTION HOSE - H002	EQUIPMENT RENTAL	2,374.00
	OWEN EQUIPMENT	REPAIR/PARTS - H0235	EQUIPMENT RENTAL	8,737.56
178981	PAVLAKOS, EMILY	REFUND - VOICE CAMP	PARKS-RECREATION	100.00
178982	PEACE OF MIND	PLANNING COMMISSION MEETING	COMMUNITY	216.60
178983	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	GOLF ADMINISTRATION	7.44
	PGC INTERBAY LLC		MAINTENANCE	25.86
	PGC INTERBAY LLC		MAINTENANCE	47.42
	PGC INTERBAY LLC		PRO-SHOP	66.47
	PGC INTERBAY LLC		GOLF ADMINISTRATION	170.15
	PGC INTERBAY LLC		MAINTENANCE	471.68
	PGC INTERBAY LLC		PRO-SHOP	546.09
	PGC INTERBAY LLC		GOLF ADMINISTRATION	764.63
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		MAINTENANCE	1,158.33
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,410.21
	PGC INTERBAY LLC		MAINTENANCE	2,013.61

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 7/16/2025 TO 7/16/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178983	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	MAINTENANCE	2,032.00
	PGC INTERBAY LLC		GOLF ADMINISTRATION	2,552.52
	PGC INTERBAY LLC		MAINTENANCE	2,729.71
	PGC INTERBAY LLC		GOLF COURSE	5,220.90
	PGC INTERBAY LLC		MAINTENANCE	12,099.90
178984	PH CONSULTING LLC	MARYSVILLE QUIET ZONE PROJECT	GMA - STREET	561.25
178985	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	176.60
178986	PRIME ELECTRIC	RETAINAGE RELEASE	I/NET	1,573.90
178987	PROFORCE LAW ENFORCE	HANDGUN	POLICE TRAINING-FIREARMS	830.95
178988	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	61.40
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	61.40
	PUD	ACCT #205481823	GOLF ADMINISTRATION	61.40
	PUD	ACCT #201346665	SEWER LIFT STATION	62.55
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	63.21
	PUD	ACCT #224411843	PARK & RECREATION FAC	76.41
	PUD	ACCT #204829691	STREET LIGHTING	83.54
	PUD	ACCT #201142155	TRANSPORTATION	85.82
	PUD	ACCT #200660439	STREET LIGHTING	89.53
	PUD	ACCT #202294245	SEWER LIFT STATION	91.39
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	98.54
	PUD	ACCT #203996343	STREET LIGHTING	107.87
	PUD	ACCT #221610405	STREET LIGHTING	110.81
	PUD	ACCT #203291216	GENERAL	133.68
	PUD	ACCT #220020531	STREET LIGHTING	168.16
	PUD	ACCT #201909637	SEWER LIFT STATION	186.56
	PUD	ACCT #200812808	PUMPING PLANT	327.48
	PUD	ACCT #202461554	SEWER LIFT STATION	477.68
	PUD	ACCT #201098969	PUMPING PLANT	2,115.76
178989	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	53.21
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	54.70
	PUGET SOUND ENERGY	ACCT #200004804056	RECREATION SERVICES	54.71
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	56.20
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	56.20
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	62.21
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	68.14
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	68.19
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	74.12
	PUGET SOUND ENERGY	ACCT #220026412746	NON-DEPARTMENTAL	171.90
	PUGET SOUND ENERGY	ACCT #220026419946	NON-DEPARTMENTAL	437.45
178990	REDWOOD TOXICOLOGY	UA TESTING	PROBATION	150.00
178991	REECE TRUCKING	COLD MIX, SAND, DRAIN ROCK	WATER DIST MAINS	3,113.50
178992	REECE TRUCKING	SAND	WATER SERVICES	46.91
178993	REECE TRUCKING	ASPHALT	ROADWAY MAINTENANCE	546.45
178994	REICHHARDT & EBE ENG	PROFESSIONAL SERVICE	GMA - STREET	3,948.76
178995	ROBERSON, MARY	REFUND - VOICE CAMP	PARKS-RECREATION	300.00
178996	RONGERUDE, JOHN	PROTEM SERVICE	MUNICIPAL COURTS	148.00
178997	SCORE	INMATE HOUSING	DETENTION & CORRECTION	11,872.24
178998	SEATTLE PUMP & EQUIP	HANDLE, EXCAVATING GUN	WATER DIST MAINS	1,217.31
178999	SMITH, MARY	REFUND - ULTIMATE SPORTS	PARKS-RECREATION	110.00
179000	SNO CO TREASURER	RANGE RENTAL	POLICE TRAINING-FIREARMS	800.00
179001	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	103,932.42
179002	SNOHOMISH COUNTY, WA	PILES	STORM DRAINAGE	4,280.00

**CITY OF MARYSVILLE
INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179003	SOUND PUBLISHING	ADVERTISING	HOTEL/MOTEL PARKS	949.00
179004	SOUND PUBLISHING	PUBLICATION	COMMUNITY	77.52
179005	SOUND PUBLISHING	PUBLICATION - REMAINING BALANCE	COMMUNITY	57.00
179006	SOUND PUBLISHING	PUBLICATION	COMMUNITY	137.72
179007	SOUND SAFETY	UNIFORM - OXENTENKO	UTIL ADMIN	193.45
179008	SPRAGUE PEST SOLUTION	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	84.24
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	84.24
179009	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	336.00
179010	SUNBELT RENTALS	CONCRETE MIXER	MAINTENANCE	147.29
179011	SUPERIOR RESTROOMS	PORTABLE RESTROOM SERVICE	WATER DIST MAINS	71.11
179012	TATISTCHEFF, SARAH	PROTEM SERVICE	MUNICIPAL COURTS	185.00
179013	THE COUNSELING TEAM	REGISTRATION - TRAINING	POLICE TRAINING-FIREARMS	1,000.00
179014	TOCCO, LEAH	REIMBURSEMENT - CONFERENCE HOTEL	EXECUTIVE ADMIN	676.84
179015	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	449.79
	TRANSPO GROUP		COMMUNITY	2,943.75
179016	TRANSPORTATION		GMA - STREET	26,589.01
	TRANSPORTATION		GMA - STREET	39,329.40
179017	TRANSPORTATION, DEPT	SR9/SR92 UPCOMING DEVELOPMENT	TRANSPORTATION	269.36
179018	TRITON GROUP EHM	EHM SERVICE	PROBATION	183.75
	TRITON GROUP EHM		MUNICIPAL COURTS	551.25
179019	TRIVETT, MARK A	PROTEM SERVICE	MUNICIPAL COURTS	1,110.00
179020	VALDEZ CONSTRUCTION	1049 STATE AVE ADDITION/RETAINAGE	UTILITY CONSTRUCTION	-24,070.14
	VALDEZ CONSTRUCTION		UTILITY CONSTRUCTION	526,654.62
179021	VERUS NORTHWEST	SCADA SUPPORT PSA 2025	UTIL ADMIN	3,087.50
179022	VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL	64.87
	VESTIS GROUP INC.		EQUIPMENT RENTAL	64.87
	VESTIS GROUP INC.		EQUIPMENT RENTAL	120.47
	VESTIS GROUP INC.		EQUIPMENT RENTAL	120.47
179023	VESTIS GROUP INC.	CUSTODIAL CLEANING AND RENTALS	CUSTODIAL SERVICES	38.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	38.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	155.50
	VESTIS GROUP INC.		CUSTODIAL SERVICES	155.50
179024	WAXIE SANITARY SUPPL	GARBAGE BAGS	PARK & RECREATION FAC	1,308.86
179025	WAYNE'S AUTO DETAIL	REPAIR/CLEAN PATROL CAR	POLICE PATROL	207.80
179026	WESTERN DISPLAY	2ND INSTALLMENT - FIREWORKS	HOTEL/MOTEL PARKS	15,000.00
179027	WESTERN GRAPHICS	GRAPHIC REMOVAL	POLICE PATROL	820.50
179028	WET RABBIT EXPRESS	CAR WASHES - POLICE	POLICE PATROL	849.60
179029	WINNINGHAM, TAYLOR	INSTRUCTOR PAYMENT	OPERA HOUSE	377.00
179030	ZAR LLC	UB REFUND	WATER/SEWER OPERATION	56.32
179031	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	75.20
179032	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	104.24
179033	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
179034	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	81.20
179035	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	80.99
179036	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	236.42
179037	ZIPLY FIBER	3606580637	COMPUTER SERVICES	236.42
179038	ZIPLY FIBER	ACCT #3601971148 TWIN LAKES	PARK & RECREATION FAC	568.33

DATE: 7/17/2025
TIME: 10:15:31AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 7/16/2025 TO 7/16/2025

PAGE: 6

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
WARRANT TOTAL:				<u><u>1,866,872.50</u></u>
WESTER GRAPHICS, INC.		CHECK LOST/DAMAGED	178490	820.50
SNOHOMISH HEALTH DISTRICT		CHECK LOST/DAMAGED	178740	4,280.00
TRANSPO GROUP USA, INC.		CHECK LOST/DAMAGED	178752	42,273.15
REASON FOR VOIDS:				
INITIATOR ERROR				
CHECK LOST/DAMAGED				
UNCLAIMED PROPERTY				
WARRANT TOTAL:				<u><u>\$1,819,498.85</u></u>



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Appointment

AGENDA SECTION: New Business

SUBJECT: Appointment of Kevin Boldt and Jamison Rice and Re-Appointment of Raymond Miller to the Salary Commission

SUGGESTED ACTION: Recommended Motion: I move to confirm Kevin Boldt's appointment to serve a three-year term, Raymond Miller's re-appointment to serve a three-year term and Jamison Rice's appointment to serve a two-year term on the Salary Commission.

SUMMARY: The Salary Commission currently has two openings. This action requests confirmation to appoint Kevin Boldt to serve a three-year term on the Commission and Jamison Rice to serve the remaining two-year term available. Action is also requested to re-appoint Raymond Miller to a three-year term on the Salary Commission

ATTACHMENTS:

[Boldt Salary Commission Appointment.doc](#)
[Rice Salary Commission Appointment.doc](#)
[Miller Salary Commission Re-Appointment.doc](#)



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby appoint KEVIN BOLDT as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the Marysville Municipal Code 2.51; dated this 28th day of JULY 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the SALARY COMMISSION of the City of Marysville in the manner required by law.

Dated this 28th day of JULY 2025.

KEVIN BOLDT

This term of this appointment expires on FRIDAY, JULY 28, 2028.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby appoint JAMISON RICE as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the Marysville Municipal Code 2.51; dated this 28th day of JULY 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the SALARY COMMISSION of the City of Marysville in the manner required by law.

Dated this 28th day of JULY 2025.

JAMISON RICE

This term of this appointment expires on WEDNESDAY, JULY 28, 2027.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby re-appoint RAYMOND MILLER as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the Marysville Municipal Code 2.51; dated this 28th day of JULY 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the SALARY COMMISSION of the City of Marysville in the manner required by law.

Dated this 28th day of JULY 2025.

RAYMOND MILLER

This term of this appointment expires on FRIDAY, JULY 28, 2028.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Leah Tocco, Executive

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Third Amendment to Site Lease with T-Mobile West Tower LLC

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Third Amendment Site Lease with Option with T-Mobile West Tower LLC and the Memorandum of Third Amendment Site Lease.

SUMMARY: The City of Marysville entered into an original site lease with Western PCS III Corporation, a Delaware corporation, on October 8, 1998. The lease was subsequently transferred to the current tenant, T-Mobile West Tower LLC. The tenant operates a communication tower located on a portion of the Sunnyside Water Treatment Facility property to the southeast of the water tower.
The City entered into a second amendment with T-Mobile West LLC on November 28, 2022. The second amendment expanded the ground area of the site lease by an additional 300 square feet to accommodate AT&T as a subtenant of the communication tower, for which the city receives 30% of rents. The additional ground space was intended to be to the south of the existing leased area but was incorrectly recorded in the second amendment. The area that was recorded in the second amendment conflicts with the city utilities on the site. This third amendment corrects the location of the additional leased area to the intended location of the property.
The current site lease, with extensions, is set to expire on December 27, 2033.

ATTACHMENTS:

[T-Mobile West LLC Memorandum of Third Amendment.pdf](#)
[T-Mobile_West_LLC_Third_Amendment_Site_Lease.pdf](#)

WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documents Title(s):	Memorandum of Amendment to Site Lease with Option
Landlord:	City of Marysville
Tenant:	T-Mobile West Tower LLC, a Delaware limited liability company
Legal Description:	Abbreviated: Ptn. Lot 3, Section 2, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington Entire legal description on Exhibit A
Assessor's Property Tax Parcel or Account Number:	29050200206500
Reference Numbers of Documents Assigned or	February 10, 1999 at #9902100360; May 16, 2018 at #20180516287; December 20, 2022 at #202212200033

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

Sign below only if your document is Non-Standard.

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

Site Name: Marysville WT
Business Unit #: 825702

MEMORANDUM OF THIRD AMENDMENT TO SITE LEASE WITH OPTION

This Memorandum of Third Amendment to Site Lease with Option (this "Memorandum") is dated and made effective as of the date of the last party to sign (the "Effective Date"), by and between CITY OF MARYSVILLE ("Landlord"), with a mailing address of 501 Delta Avenue, Marysville, Washington 98270, and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Landlord and Western PCS III Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease with Option dated October 8, 1998, together with an Addendum to Site Lease with Option of even date (collectively, the "Original Lease"), a memorandum of which was recorded in the official records of Snohomish County, Washington (the "Official Records") on February 10, 1999 at Instrument No. 9902100360, whereby Original Tenant leased certain real property, together with access and utility easements, located in Snohomish County, Washington from Landlord (the "Premises"), as more fully described in **Exhibit A** attached hereto, all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on **Exhibit B** attached hereto.

2. The Original Lease was amended by that certain First Amendment to Site Lease with Option dated April 27, 2018 (the "First Amendment"), a memorandum of which was recorded in the Official Records on May 16, 2018 at Instrument No. 201805160287; and by that certain Second Amendment to Site Lease with Option dated November 29, 2022 (the "Second Amendment"), a memorandum of which was recorded in the Official Records on December 20, 2022 at Instrument No. 202212200033 (the "Memorandum of Second Amendment") (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease").

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

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

5. The Lease had an initial term that commenced on December 28, 1998 and expired on December 27, 2003. The Lease provides for six (6) extensions of five (5) years each (each a "Renewal Term"), five (5) of which have been exercised by Tenant. According to the Lease, the final Renewal Term expires on December 27, 2033.

6. Landlord and Tenant have entered into a Third Amendment to Site Lease with Option (the "Third Amendment"), of which this is a Memorandum, providing for a correction to the First Additional Lease Area location originally described and depicted in the Second Amendment and the Memorandum of Second Amendment. The correct location of the First Additional Lease Area is described on **Exhibit A** attached hereto, which replaces the First Additional Lease Area description in Exhibit A to the Memorandum of Second Amendment. Additional details of the foregoing correction are set forth in the Third Amendment.

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

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

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

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

[Execution Pages Follow]

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

LANDLORD:
CITY OF MARYSVILLE

By: _____

Name: _____

Title: _____

Date: _____

State of Washington

County of _____

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

Dated: _____

NOTARY PUBLIC, in and for the State of Washington
Printed Name: _____
Residing at: _____
My commission expires: _____

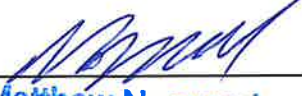
(Seal or Stamp)

[Tenant Execution Page Follows]

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

TENANT:

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

By: 
Name: Matthew Norwood
Title: Dir Nat'l RE Ops
Date: JUL 10 2025

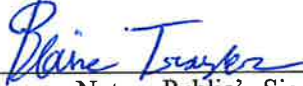
State of Texas

County of Harris

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

Given under my hand and seal of office this 10th day of July, 2025.

(Personalized Seal)


Notary Public's Signature

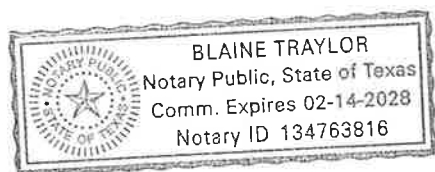


EXHIBIT A
Legal Description of Premises, including First Additional Lease Area

EXISTING PREMISES

A PORTION OF LOT 1 AS SHOWN ON SHORT PLAT SP-07004 RECORDED AS AUDITOR'S FILE NO. 200803205001, OFFICIAL RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 1, FROM WHICH AN INTERIOR ANGLE POINT OF SAID LOT 1 BEARS SOUTH 89°18'51" EAST, 651.29 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°18'51" EAST ALONG THE BOUNDARY LINE OF SAID LOT 1, 157.66 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 00°41'09" WEST, 135.46 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°50'36" WEST, 40.29 FEET; THENCE NORTH 88°55'36" WEST, 40.60 FEET; THENCE NORTH 00°27'38" EAST, 29.58 FEET; THENCE NORTH 43°17'49" EAST, 12.96 FEET; THENCE NORTH 89°07'43" EAST, 32.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,585 SQ. FT. OR 0.036 ACRES, MORE OR LESS.

FIRST ADDITIONAL LEASE AREA

A PORTION OF LOT 1 AS SHOWN ON SHORT PLAT SP-07004 RECORDED AS AUDITOR'S FILE NO. 200803205001, OFFICIAL RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 1, FROM WHICH AN INTERIOR ANGLE POINT OF SAID LOT 1 BEARS SOUTH 89°18'51" EAST, 651.29 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°18'51" EAST ALONG THE BOUNDARY LINE OF SAID LOT 1, 157.66 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 00°41'09" WEST, 135.46 FEET; THENCE SOUTH 01°50'36" WEST, 40.29 FEET; THENCE NORTH 88°55'36" WEST, 25.60 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°04'24" WEST, 20.00 FEET; THENCE NORTH 88°55'36" WEST, 15.00 FEET; THENCE NORTH 01°04'24" EAST, 20.00 FEET; THENCE SOUTH 88°55'36" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQ. FT. OR 0.007 ACRES, MORE OR LESS.

ACCESS & UTILITY EASEMENT: NON-EXCLUSIVE

A PORTION OF LOT 1 AS SHOWN ON SHORT PLAT SP-07004 RECORDED AS AUDITOR'S FILE NO. 200803205001, OFFICIAL RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 1, FROM WHICH AN INTERIOR ANGLE POINT OF SAID LOT 1 BEARS SOUTH 89°18'51" EAST, 651.29 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°18'51" EAST ALONG THE BOUNDARY LINE OF SAID LOT 1, 157.66 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 00°41'09" WEST, 135.46 FEET; THENCE SOUTH 01°50'36" WEST, 40.29 FEET; THENCE NORTH 88°55'36" WEST, 2.01 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°04'24" WEST, 9.62 FEET; THENCE SOUTH 31°27'39" WEST, 34.28 FEET; THENCE SOUTH 88°49'52" WEST, 132.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF 71ST AVENUE NE; THENCE NORTH 00°36'17" WEST ALONG SAID RIGHT OF WAY, 20.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 88°49'52" EAST, 111.68 FEET; THENCE SOUTH 88°55'36" EAST, 15.00 FEET; THENCE NORTH 01°04'24" EAST, 20.00 FEET; THENCE SOUTH 88°55'36" EAST, 23.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,192 SQ. FT. OR 0.073 ACRES, MORE OR LESS.

EXHIBIT B
Legal Description of Landlord's Property

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON:

LOT 1 OF THE CITY OF MARYSVILLE SHORT PLAT PFN #SP 07004, RECORDED UNDER RECORDING NUMBER 200803205001, BEING A PORTION OF GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL ID NO.: 29050200206500

THIS BEING THE SAME PROPERTY CONVEYED TO THE CITY OF MARYSVILLE FROM GORDON W. STEELE AND MABEL C. STEELE, HIS WIFE IN A STATUTORY WARRANTY DEED DATED APRIL 12, 1962 AND RECORDED APRIL 27, 1962 AS INSTRUMENT NO. 1529021 IN SNOHOMISH COUNTY, WASHINGTON.

THIS FURTHER BEING THE SAME PROPERTY CONVEYED TO TOWN OF MARYSVILLE, MARYSVILLE, WASHINGTON FROM CARL REHDER, A WIDOWER, AS HIS SEPARATE PROPERTY IN A STATUTORY WARRANTY DEED DATED AUGUST 5, 1955 AND RECORDED AUGUST 10, 1955 AS INSTRUMENT NO. 1155676 IN SNOHOMISH COUNTY, WASHINGTON.

THIRD AMENDMENT TO SITE LEASE WITH OPTION

THIS THIRD AMENDMENT TO SITE LEASE WITH OPTION (this "Third Amendment") is dated and made effective as of the date of the last party to sign (the "Effective Date"), by and between CITY OF MARYSVILLE ("Landlord"), with a mailing address of 501 Delta Avenue, Marysville, Washington 98270, and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Western PCS III Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease with Option dated October 8, 1998, together with an Addendum to Site Lease with Option of even date (collectively, the "Original Lease"), a memorandum of which was recorded in the official records of Snohomish County, Washington (the "Official Records") on February 10, 1999 at Instrument No. 9902100360, whereby Original Tenant leased certain real property, together with access and utility easements, located in Snohomish County, Washington from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Site Lease with Option dated April 27, 2018 (the "First Amendment"), a memorandum of which was recorded in the Official Records on May 16, 2018 at Instrument No. 201805160287; and by that certain Second Amendment to Site Lease with Option dated November 29, 2022 (the "Second Amendment"), a memorandum of which was recorded in the Official Records on December 20, 2022 at Instrument No. 202212200033 (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease"); and

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

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

WHEREAS, the Lease had an initial term that commenced on December 28, 1998 and expired on December 27, 2003. The Lease provides for six (6) extensions of five (5) years each (each a "Renewal Term"), five (5) of which have been exercised by Tenant. According to the Lease, the final Renewal Term expires on December 27, 2033; and

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

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

1. Recitals: Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.
2. First Additional Lease Area – Corrected Location. Landlord and Tenant acknowledge and agree that the location of First Additional Lease Area was erroneously described and depicted in the Second Amendment. Therefore, Exhibits A-1, A-2 and B to the Second Amendment are hereby deleted in their entirety and replaced with Exhibits A-1, A-2 and B, respectively, attached hereto. For clarification, the First Additional Lease Area is

described on **Exhibit A-1** attached hereto and shown on the Survey attached hereto as **Exhibit B**. The Premises, as expanded, is described on **Exhibit A-2** attached hereto.

3. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Third Amendment ("Memorandum") in the Official Records at any time following the execution of this Third Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of agreement, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this Third Amendment.

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

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

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

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

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

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

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

7. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Third Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Third Amendment and executed and adopted by a party with the intent to sign such Third Amendment, including facsimile or email electronic signatures.

[Execution Pages Follow]

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

LANDLORD:
CITY OF MARYSVILLE

By: _____

Name: _____

Title: _____

Date: _____

[Tenant Execution Page Follows]

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

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

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

By: _____

Name: _____

Title: _____

Date: _____


Matthew Norwood
Dir Nat'l RE Ops
JUL 10 2025

EXHIBIT A-1
Legal Description of the First Additional Lease Area

FIRST ADDITIONAL LEASE AREA, also referred to in Survey as ADDITIONAL LEASE AREA

A PORTION OF LOT 1 AS SHOWN ON SHORT PLAT SP-07004 RECORDED AS AUDITOR'S FILE NO. 200803205001, OFFICIAL RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 1, FROM WHICH AN INTERIOR ANGLE POINT OF SAID LOT 1 BEARS SOUTH 89°18'51" EAST, 651.29 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°18'51" EAST ALONG THE BOUNDARY LINE OF SAID LOT 1, 157.66 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 00°41'09" WEST, 135.46 FEET; THENCE SOUTH 01°50'36" WEST, 40.29 FEET; THENCE NORTH 88°55'36" WEST, 25.60 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°04'24" WEST, 20.00 FEET; THENCE NORTH 88°55'36" WEST, 15.00 FEET; THENCE NORTH 01°04'24" EAST, 20.00 FEET; THENCE SOUTH 88°55'36" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQ. FT. OR 0.007 ACRES, MORE OR LESS.

EXHIBIT A-2
Legal Description of the Premises as expanded

EXISTING PREMISES, also referred to in Survey as EXISTING LEASE AREA

A PORTION OF LOT 1 AS SHOWN ON SHORT PLAT SP-07004 RECORDED AS AUDITOR'S FILE NO. 200803205001, OFFICIAL RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 1, FROM WHICH AN INTERIOR ANGLE POINT OF SAID LOT 1 BEARS SOUTH 89°18'51" EAST, 651.29 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°18'51" EAST ALONG THE BOUNDARY LINE OF SAID LOT 1, 157.66 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 00°41'09" WEST, 135.46 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°50'36" WEST, 40.29 FEET; THENCE NORTH 88°55'36" WEST, 40.60 FEET; THENCE NORTH 00°27'38" EAST, 29.58 FEET; THENCE NORTH 43°17'49" EAST, 12.96 FEET; THENCE NORTH 89°07'43" EAST, 32.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,585 SQ. FT. OR 0.036 ACRES, MORE OR LESS.

FIRST ADDITIONAL LEASE AREA, also referred to in Survey as ADDITIONAL LEASE AREA

A PORTION OF LOT 1 AS SHOWN ON SHORT PLAT SP-07004 RECORDED AS AUDITOR'S FILE NO. 200803205001, OFFICIAL RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 1, FROM WHICH AN INTERIOR ANGLE POINT OF SAID LOT 1 BEARS SOUTH 89°18'51" EAST, 651.29 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°18'51" EAST ALONG THE BOUNDARY LINE OF SAID LOT 1, 157.66 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 00°41'09" WEST, 135.46 FEET; THENCE SOUTH 01°50'36" WEST, 40.29 FEET; THENCE NORTH 88°55'36" WEST, 25.60 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°04'24" WEST, 20.00 FEET; THENCE NORTH 88°55'36" WEST, 15.00 FEET; THENCE NORTH 01°04'24" EAST, 20.00 FEET; THENCE SOUTH 88°55'36" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQ. FT. OR 0.007 ACRES, MORE OR LESS.

ACCESS & UTILITY EASEMENT: NON-EXCLUSIVE

A PORTION OF LOT 1 AS SHOWN ON SHORT PLAT SP-07004 RECORDED AS AUDITOR'S FILE NO. 200803205001, OFFICIAL RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 1, FROM WHICH AN INTERIOR ANGLE POINT OF SAID LOT 1 BEARS SOUTH 89°18'51" EAST, 651.29 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°18'51" EAST ALONG THE BOUNDARY LINE OF SAID LOT 1, 157.66 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 00°41'09" WEST, 135.46 FEET; THENCE SOUTH 01°50'36" WEST, 40.29 FEET; THENCE NORTH 88°55'36" WEST, 2.01 FEET TO THE POINT OF BEGINNING;

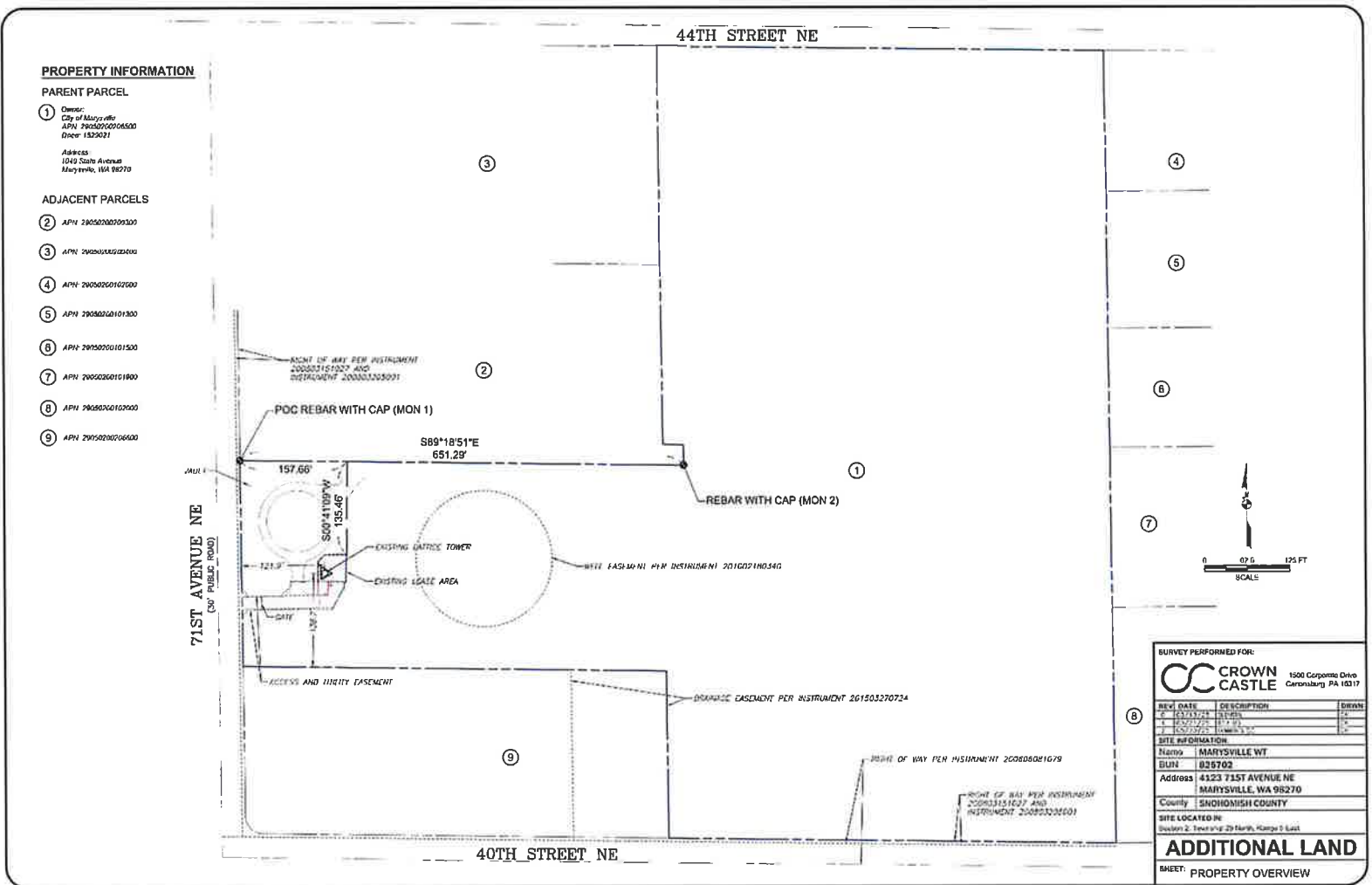
THENCE SOUTH 01°04'24" WEST, 9.62 FEET; THENCE SOUTH 31°27'39" WEST, 34.28 FEET; THENCE SOUTH 88°49'52" WEST, 132.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF 71ST AVENUE NE; THENCE NORTH 00°36'17" WEST ALONG SAID RIGHT OF WAY, 20.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 88°49'52" EAST, 111.68 FEET; THENCE SOUTH 88°55'36" EAST, 15.00 FEET; THENCE NORTH 01°04'24" EAST, 20.00 FEET; THENCE SOUTH 88°55'36" EAST, 23.59 FEET TO THE POINT OF BEGINNING.

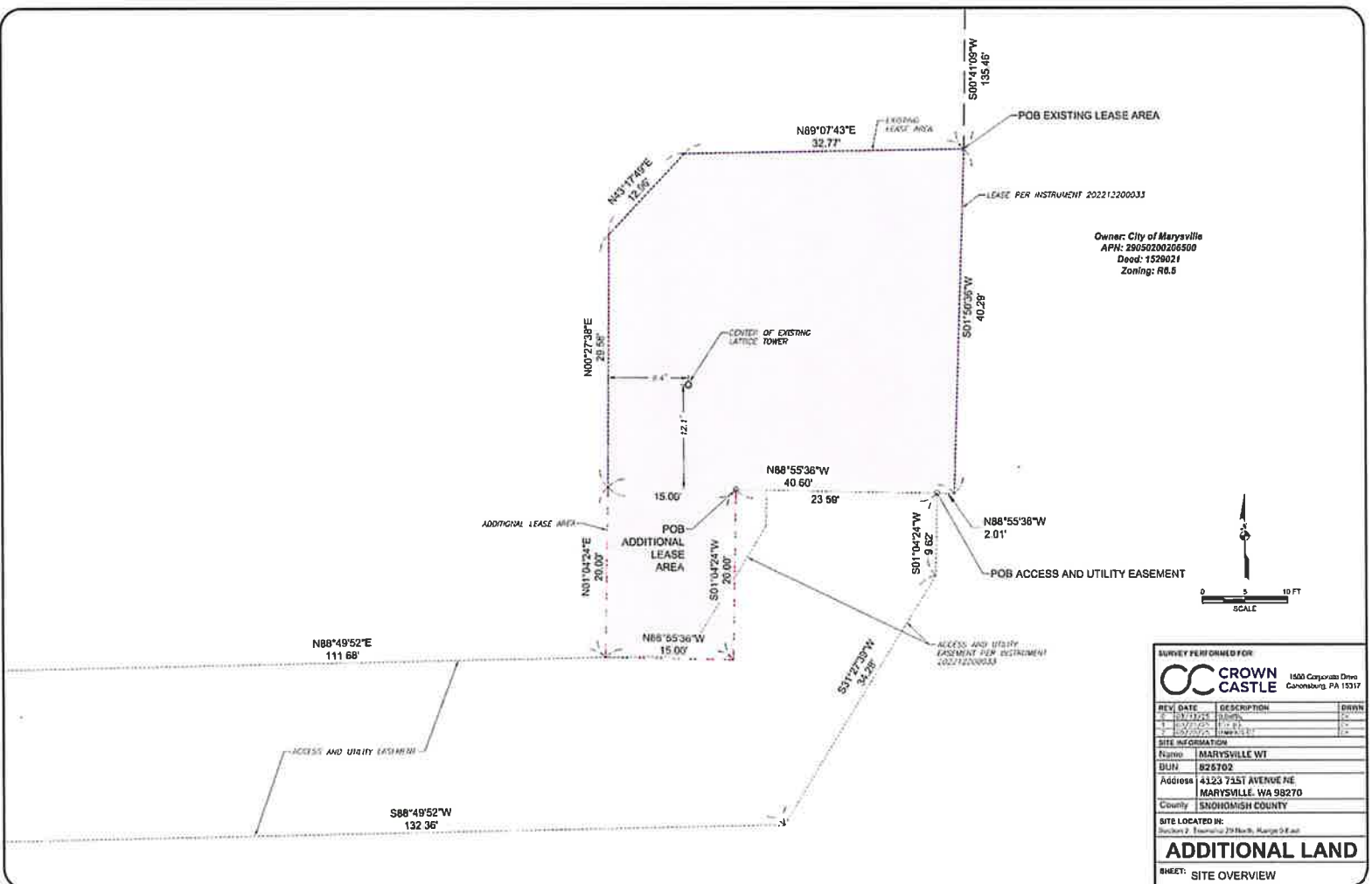
CONTAINING 3,192 SQ. FT. OR 0.073 ACRES, MORE OR LESS.

Site Name: Marysville WT
Business Unit #: 825702

8

Exhibit B





Site Name: Marysville WI
 Business Unit #: 825702

Site Name: Marysville WT
Business Unit #: 825702

11

Exhibit B

PARENT PARCEL DESCRIPTION THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SNOHOMISH STATE OF WASHINGTON: LOT 1 OF CITY OF MARYSVILLE SHORT PLAT #FN ASP 01004, RECORDED UNDER RECORDING NUMBER 200803205001 BEING A PORTION OF GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 29 NORTH RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON. PARCELS #010 - 140522020600 THIS BEING THE SAME PROPERTY CONVEYED TO THE CITY OF MARYSVILLE FROM GORDON W. STEELE AND MABEL C. STEELE, HIS WIFE, IN A STATUTORY WARRANTY DEED DATED APRIL 17, 1902 AND RECORDED APRIL 27, 1902 AS INSTRUMENT NO. 152931 IN SNOHOMISH COUNTY, WASHINGTON. THIS FURTHER BEING THE SAME PROPERTY CONVEYED TO TOWN OF MARYSVILLE, MARYSVILLE, WASHINGTON FROM CARL HUBER, A PERSONAL AS HIS SPOUSE, PROSPERITY III IN A STATUTORY WARRANTY DEED DATED AUGUST 5, 1963 AND RECORDED AUGUST 18, 1963 AS INSTRUMENT NO. 1165678 IN SNOHOMISH COUNTY, WASHINGTON.	EXISTING LEASE AREA AS CREATED BY THIS OFFICE A PORTION OF LOT 1 AS SHOWN ON SHORT PLAT SP-07004 RECORDED AS AUDITOR'S FILE NO. 200803205001, OFFICIAL RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 1, FROM WHICH AN INTERIOR ANGLE POINT OF SAID LOT 1 BEARS SOUTH 89°18'51" EAST, 601.29 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°18'51" EAST ALONG THE BOUNDARY LINE OF SAID LOT 1, 197.58 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 00°11'09" WEST, 135.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°30'28" WEST, 49.29 FEET; THENCE NORTH 88°35'38" WEST, 49.80 FEET; THENCE NORTH 00°27'38" EAST, 20.38 FEET; THENCE NORTH 43°17'49" EAST, 12.80 FEET; THENCE NORTH 83°07'43" EAST, 32.77 FEET TO THE POINT OF BEGINNING. CONTAINING 1.545 SQ. FT. OR 0.004 ACRES, MORE OR LESS.	ACCESS & UTILITY EASEMENT: NON-EXCLUSIVE AS CREATED BY THIS OFFICE A PORTION OF LOT 1 AS SHOWN ON SHORT PLAT SP-07004 RECORDED AS AUDITOR'S FILE NO. 200803205001, OFFICIAL RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 1, FROM WHICH AN INTERIOR ANGLE POINT OF SAID LOT 1 BEARS SOUTH 89°18'51" EAST, 601.29 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°18'51" EAST ALONG THE BOUNDARY LINE OF SAID LOT 1, 197.58 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 00°11'09" WEST, 135.48 FEET; THENCE SOUTH 01°30'28" WEST, 49.29 FEET; THENCE NORTH 88°35'38" WEST, 49.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°04'24" WEST, 9.80 FEET; THENCE SOUTH 31°27'38" WEST, 34.28 FEET; THENCE SOUTH 88°49'52" WEST, 132.38 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF 71ST AVENUE NE; THENCE NORTH 60°36'17" WEST ALONG SAID RIGHT OF WAY, 28.83 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 88°49'52" EAST, 111.88 FEET; THENCE SOUTH 88°55'38" EAST, 15.00 FEET; THENCE NORTH 01°04'24" EAST, 20.00 FEET; THENCE SOUTH 88°55'38" EAST, 15.55 FEET TO THE POINT OF BEGINNING. CONTAINING 3,192 SQ. FT. OR 0.073 ACRES, MORE OR LESS.
	ADDITIONAL LEASE AREA AS CREATED BY THIS OFFICE A PORTION OF LOT 1 AS SHOWN ON SHORT PLAT SP-07004 RECORDED AS AUDITOR'S FILE NO. 200803205001, OFFICIAL RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 1, FROM WHICH AN INTERIOR ANGLE POINT OF SAID LOT 1 BEARS SOUTH 89°18'51" EAST, 601.29 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°18'51" EAST ALONG THE BOUNDARY LINE OF SAID LOT 1, 197.58 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 00°11'09" WEST, 135.48 FEET; THENCE SOUTH 01°30'28" WEST, 49.29 FEET; THENCE NORTH 88°35'38" WEST, 49.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°04'24" WEST, 20.00 FEET; THENCE NORTH 88°55'38" WEST, 15.00 FEET; THENCE NORTH 01°04'24" EAST, 20.00 FEET; THENCE SOUTH 88°55'38" EAST, 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 209.50 SQ. FT. OR 0.007 ACRES, MORE OR LESS.	

SURVEY PERFORMED FOR:



1500 Corporate Drive
Cranbury, PA 18017

REV.	DATE	DESCRIPTION	BY
1	12/13/24	Final	CC
2	05/27/25	Final	CC
3	05/27/25	Final	CC

SITE INFORMATION

Name	MARYSVILLE WT
BUN	825702
Address	4123 71ST AVENUE NE MARYSVILLE, WA 98270
County	SNOHOMISH COUNTY

SITE LOCATED IN:
Section 2, Township 29 North, Range 5 East

ADDITIONAL LAND

SHEET: LEGAL DESCRIPTIONS



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	July 28, 2025
SUBMITTED BY:	Laurie Barbosa, Engineering
ITEM TYPE:	Resolution
AGENDA SECTION:	New Business
SUBJECT:	A Resolution to Schedule a Public Hearing on September 8, 2025, to Consider the Vacation of an Unopened Street Adjacent to 1301 4th Street
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to adopt Resolution No. ____.
SUMMARY:	Matheus Lumber has filed a petition to have a portion of 5th Street vacated. The vacation area includes approximately 4,181 sq.ft. of area between Cedar Ave and the BNSF tracks. Matheus Lumber currently owns the adjacent parcel to the north and is effectively using the area already. This is currently an unutilized portion of right-of-way (ROW) with no roadway, pedestrian facilities, or utilities. The railroad tracks, the recently constructed City Civic Campus building, and Comeford Park currently block any ability for the alley to be extended any further to the east. This small portion of remaining ROW between Cedar Ave and the BNSF railroad tracks serve no immediate or anticipated use for the City. This area has been part of a dedicated public right-of-way for more than 25 years, and as such, MMC 12.32.030 would typically require the applicant to compensate the City for the full appraised value of that area. The applicant has provided an appraisal which included both 5th St. & 5th St Alley. Council has already approved the vacation of 5th St Alley. Based on that appraisal, the pro-rated value of 5th Street would be \$53,431.31. The City's Legal Department has reviewed the appraisal and agrees with the appraised amount. Per MMC 12.32, a public hearing is required to consider the vacation of the existing public right-of-way. Staff recommends that the Council consider adopting the Resolution by setting a public hearing date of September 8, 2025, to consider the vacation of the unutilized portion of the 5th Street.

ATTACHMENTS:

[Matheus 5th Street - Vacation Resolution.pdf](#)

[Matheus 5th Street - Vacation Vicinity Map.pdf](#)

[Matheus 5th Street - Vacation_Appraisal.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ESTABLISHING SEPTEMBER 8, 2025 AS THE DATE UPON WHICH A PUBLIC HEARING SHALL BE HELD BEFORE THE MARYSVILLE CITY COUNCIL TO CONSIDER THE VACATION OF AN UNOPENED STREET ADJACENT TO 1301 4th STREET.

WHEREAS, MMC 12.32.010 and RCW 35.79.010 allow the owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, to petition the city council for the vacation of such street or alley, or any part thereof; and

WHEREAS, on January 21, 2025, the City of Marysville received a petition to vacate a portion of a street adjacent to 1301 4th Street, a copy of which is attached as **Exhibit 1**; and

WHEREAS, the portion of alleyway requested to be vacated (hereafter referred to as the “Subject Right-of-Way”) is currently unopened and not in use, and is not needed for city operations; and

WHEREAS, the Subject Right-of-Way comprises 4,181 square feet; and

WHEREAS, MMC 12.32.020 and MMC 12.32.060 provide that the city council may require petitioners to compensate the City of Marysville, which amount shall not exceed one-half of the appraised value of the area to be vacated (unless the subject property or portions thereof were acquired at public expense or were part of dedicated right-of-way for more than 25 years, in which case the required compensation shall not exceed the full appraised value of the area vacated); and

WHEREAS, the City Council desires to establish a date upon which a public hearing will be held to consider the vacation of the Subject Right-of-Way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, AS FOLLOWS:

Section 1. Pursuant to MMC 12.32.020, September 8, 2025 at 7:00 PM is established as the time at which the City Council of the City of Marysville will hold a public hearing to consider the vacation of the existing public right-of-way which is legally described and depicted in **Exhibit 1** (specifically, legally described in Exhibits A and B to **Exhibit 1**, and depicted in Exhibit C to **Exhibit 1**), attached hereto.

Section 2. The Council, having considered the recommendation of the City Engineer, have determined that compensation shall be required for the vacation of the right-of-way as contemplated herein, in amount as determined by MMC 12.32.050(2).

Section 3. The Council has determined that vacation of the right-of-way as contemplated herein would satisfy the criteria contained in MMC 12.32.060, specifically:

- (a) The vacation will provide a public benefit, by allowing for utilization of property that is currently unused for right-of-way purposes;
- (b) The vacation will not adversely affect the street pattern or circulation of the immediate area of the community as a whole;
- (c) The public need will not be adversely affected;
- (d) The right-of-way intended to be vacated is not contemplated or needed for future public use; and
- (e) No abutting owner will become landlocked or have their access substantially impaired.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2025.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
CHARI TABER, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY



MARYSVILLE
PUBLIC WORKS
Development Services

RIGHT-OF-WAY VACATION PETITION

To: The City Council of Marysville, WA
From: Petitioners listed below

The parties listed below hereby petitions the City of Marysville for the vacation of a public right-of-way pursuant to RCW 35.79 and Chapter 12.32 MMC, *Vacation of Streets and Alleys*, and in support of said petition, states as follows:

1. Said vacation is described in Exhibit 'A' and depicted in Exhibit 'B', both attached hereto.
2. The parties listed below are the owners of at least two-thirds of the property abutting the area sought to be vacated.
3. The parties listed below agree to pay all fees and charges required by Chapter 12.32 MMC relating to vacation of streets.
4. The requested vacation satisfies the vacation criteria outlined in 12.32.060 MMC, as follows:
 - a. *The vacation will provide a public benefit, and/or will be for a public purpose:*
The City will not be responsible for maintenance of this small, unutilized area.
 - b. *The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole:*
This right-of-way is small, and currently unutilized as a public street. Further extension of this street is blocked by both the adjacent BNSF tracks, City Municipal Campus, and Comeford Park. No city-owned utilities exist in this corridor.
 - c. *The public need shall not be adversely affected:*
This small portion of right-of-way has not historically been used as a street and cannot be extended due to its proximity to the adjacent BNSF tracks, City Municipal Campus, and Comeford Park.

(360) 363-8100

Civic Center
501 Delta Ave.
Marysville, WA 98270



MARYSVILLE
PUBLIC WORKS
Development Services

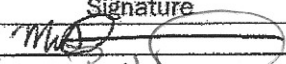
- d. *The right-of-way is not contemplated or needed for future public use:*
No future use by the City is anticipated.

- e. *No abutting owner will become landlocked or have his/her access substantially impaired:*

This right-of-way only currently provides access to the petitioner, and the Slumber-Ease building on the south side of this right-of-way.

5. The parties listed below agree to pay all fees and charges required by Chapter 12.32 MMC relating to vacation of streets.

Dated this 21 day of January, 2025

LIST OF PETITIONERS			
Tax Parcel Number	Property Address	Property Owner Name	Property Owner Signature
00576200600700	Unassigned	MLC Reload, LLC	
00576200700700	1301 4th St.	Probe, LLC	
BNSF Right-of-Way	Unassigned	BNSF	

(Additional petitioners may be listed on an attached sheet.)

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270

EXHIBIT "A"

PORTION OF FIFTH STREET

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF FIFTH STREET OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTH HALF OF THAT PORTION OF FIFTH STREET, ADJOINING BLOCK 6 OF SAID PLAT, LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY BEING 37.50 FEET WIDE.

SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 2,161 SQ.FT. +/-

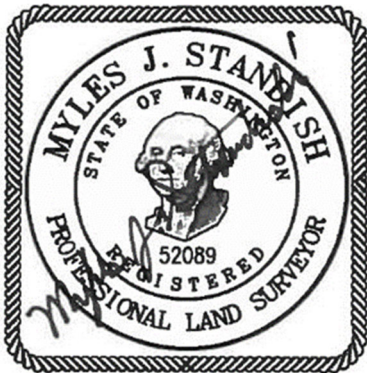


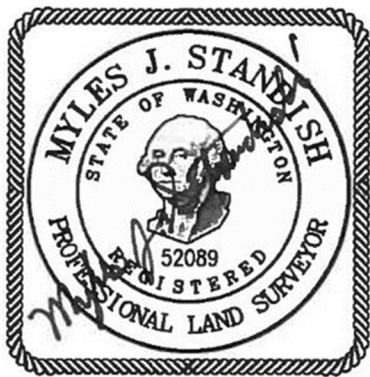
EXHIBIT "B"

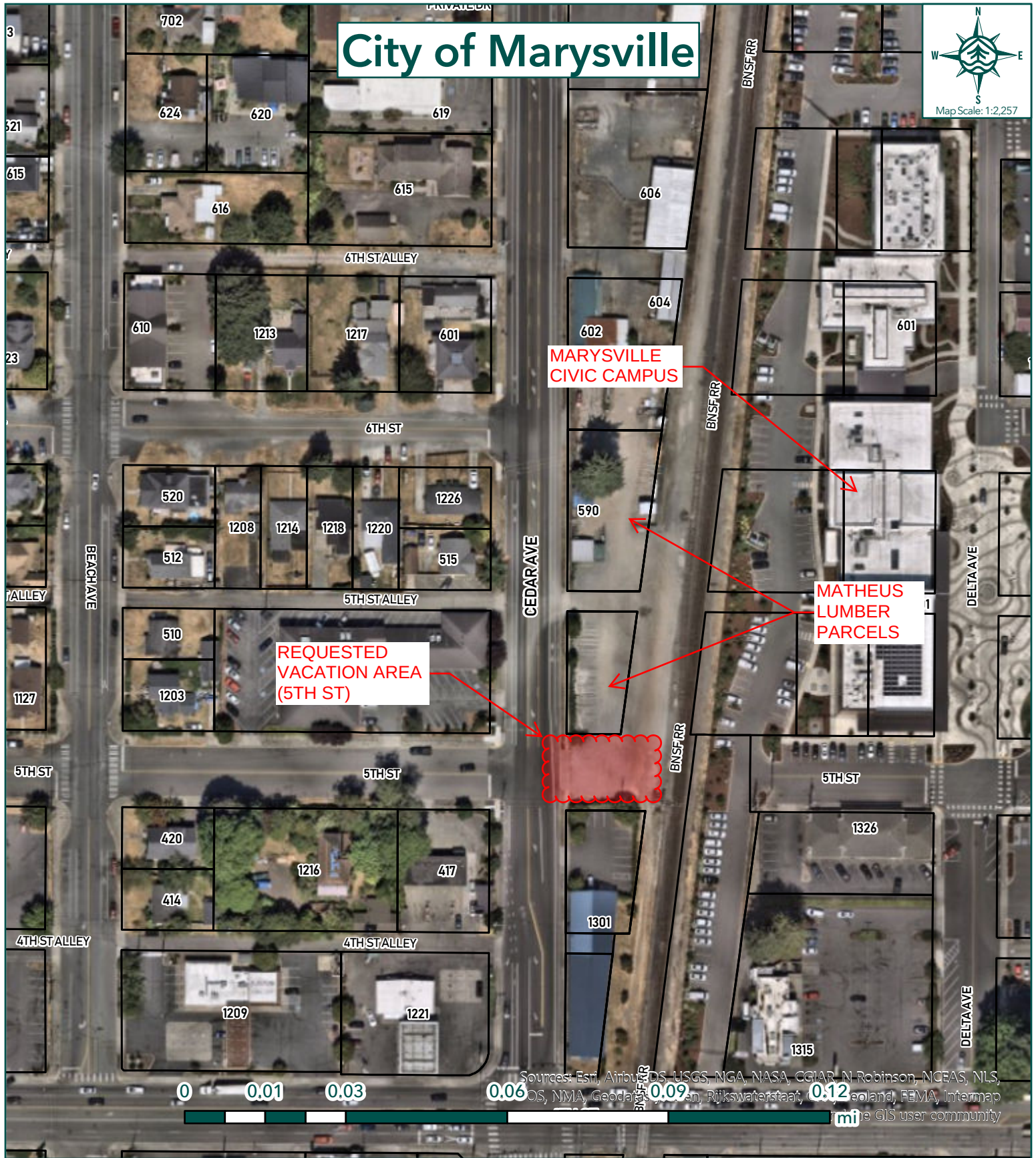
A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF FIFTH STREET OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE SOUTH HALF OF THAT PORTION OF FIFTH STREET, ADJOINING THE NORTH HALF OF FIFTH STREET OF SAID PLAT, LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY BEING 37.50 FEET WIDE.

SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 2,020 SQ.FT. +/-





- Legend**
- MSVL Parcels
 - City of Marysville

The City of Marysville provides the information on this web GIS "AS IS" and makes no warranties of any kind, express or implied, regarding the accuracy, currency, completeness, or quality of this map. Users assume all responsibility for its use and hold the City harmless from any damages arising from its use.

Property Description	Area (sq.ft.)	Pro-rated Value
5th Alley (North Half)	732	\$9,354.63
5th Alley (South Half)	721	\$9,214.06
5th Alley (combined)	1,453	\$18,568.69
5th Street (North Half)	2,161	\$27,616.61
5th Street (South Half)	2,020	\$25,814.70
5th Street (combined)	4,181	\$53,431.31
Total	5,634	\$72,000.00

This summary added by City Staff to determine the pro-rated value of 5th Alley vs. 5th St.

**APPRAISAL
REPORT**

**OF THE EXISTING
ALLEY AND STREET RIGHT OF WAY**

KNOWN AS THE

CITY OF MARYSVILLE SURPLUS LAND

LOCATED AT

5xx Cedar Ave (approximate addresses)
Marysville, WA 98270

PREPARED FOR

Ben Powell
15800 Woodinville-Redmond Rd NE
Woodinville, WA 98072

DATE OF VALUE

June 4, 2024

PREPARED BY

Marcos Campos, MAI, SRA
CAMPOS APPRAISALS, INC.
3425 228th St SW
Brier, WA 98036-8270
Campos File No. C24-0402R

CAMPOS APPRAISALS, INC.

I N D E P E N D E N T R E A L E S T A T E A P P R A I S A L S

R E S I D E N T I A L , M U L T I F A M I L Y A N D C O M M E R C I A L

3425 228th St SW
Brier, WA 98036-8270
www.camposabb.com

OFFICE: (425) 775-1750
FAX: (425) 670-2553
CELL: (206) 992-7761

June 25, 2024

Ben Powell
15800 Woodinville-Redmond Rd NE
Woodinville, WA 98072

RE: Alley and street right of way with approximate addresses of 5xx Cedar Ave, Marysville,
WA 98270
Campos File No. C24-0402R

Dear Ben Powell:

Per your request, I have completed the attached appraisal report of the above referenced property. The objective of this appraisal is to provide a current opinion of market value. Property rights appraised are fee simple.

On June 4, 2024, I viewed the subject property from the public streets and my client's property. No one accompanied me while I looked at the property. I proceeded to complete the appraisal and the report.

All three typical approaches to value were considered. The sales comparison approach is deemed necessary and is used in this report. The cost and income approaches were considered but not applied. The analyses used are adequate to produce credible assignment results. Assumptions, limiting conditions and certifications contained in this report are an integral part of both this letter and the appraisal report. This letter must remain attached to the report, which has 60 pages, in order for the value opinions set forth to be considered valid.

Based on my investigation and analysis, as presented in this report, I have formed the following opinion of the fee simple market value on June 4, 2024, of \$72,000.

This revised appraisal takes the original June 10, 2024, appraisal with file # C24-0402 and adds the south half of 5th St to the subject property. This increased my opinion of market value. If you have any questions or require further investigation, please call Marc at 425-775-1750.

Respectfully submitted,



Marcos E. Campos, MAI, SRA
State Certified General Real Estate Appraiser
1100850

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Certification

I certify that, to the best of my knowledge and belief:

1. the statements of fact contained in this report are true and correct.
2. the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. my engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. my analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*, and all applicable state regulatory requirements.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Marcos E. Campos has completed the continuing education program for Designated Members of the Appraisal Institute.
14. Marcos E. Campos is a State-Certified General Real Estate Appraiser
1100850, Expiration Date: 4-30-25.
15. Per USPAP SR 2-1 c – No hypothetical condition or extraordinary assumption was used.

Marcos E Campos

Appraiser: Marcos E. Campos, MAI, SRA,
Effective Date of Value Opinion: June 4, 2024
Date Signed: June 25, 2024

Summary of Important Facts and Conclusions

Location: 5xx Cedar Ave, Marysville, WA 98270

Owner of Record: City of Marysville

Client: Ben Powell

Property Description: *Site-* Property is comprised of a portion of an alley with 1,453 square feet west of the Burlington Northern Railroad property, and the portion of 5th St with 4,181 square feet west of the Burlington Northern Railroad property. The total added site size is 5,634 SF.

Both the alley and street are unimproved with a gravel surface. They are used for ingress and egress by my client's company MLC Reload, LLC at the property they recently purchased at 606 Cedar Ave.

Improvements- There are no improvements.

Existing Zoning: Flex, City of Marysville

Highest & Best Use: As vacant: Continue to use as access roads. As improved: Does not apply. Conclusion: Continue to use as access road or parking area. Given that the City of Marysville retains easement rights for utilities through the alley and 5th Street, building improvements on these subject properties is not likely. The timing for this use is now.

Assessor's Tax #s: No tax parcel numbers. The subject is an alley and part of a public road.

Date of Inspection: June 4, 2024

Date of Value Opinion: June 4, 2024

Date of Report: June 25, 2024

Value by Sales Comparison Approach: \$72,000

Cost Approach: not applicable

Income Approach: not applicable

Final Opinion of Market Value: \$72,000

Estimate of Exposure Time: 5 months

Estimate of Marketing Time: 3 months

Appraiser: Marcos E. Campos, MAI, SRA

Campos File No.: C24-0402R

SUBJECT PHOTOGRAPHS



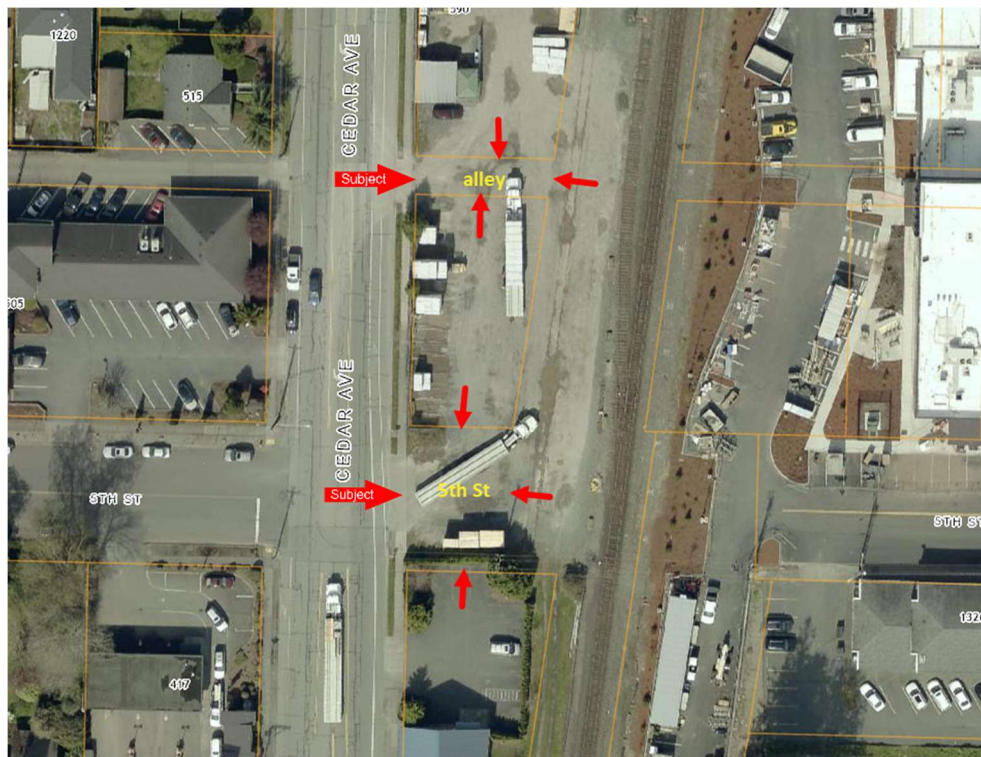
Looking east along 5th Street over Cedar Ave. Subject property includes 5th Street between Cedar Ave and the Burlington Northern Railroad property. New Marysville Civic Center is east of the Burlington Northern Railroad property. I took all photos on 6/4/2024.



Cropped portion of top photo with arrows to show the approximate north, west and south boundaries of 5th Street being appraised.



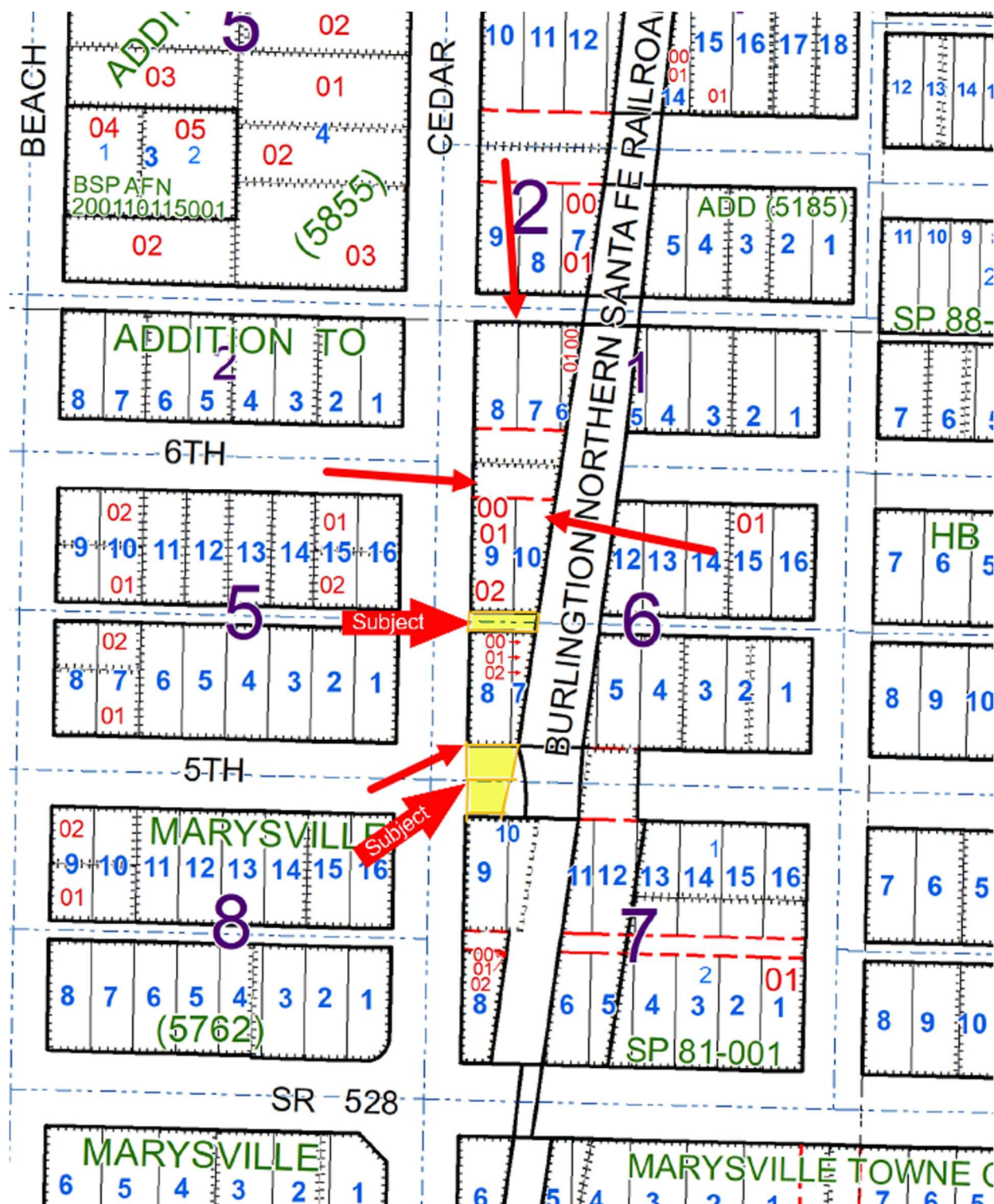
Looking east from Cedar Ave at subject alley. Arrows show the approximate north, west and south boundaries of this alley.



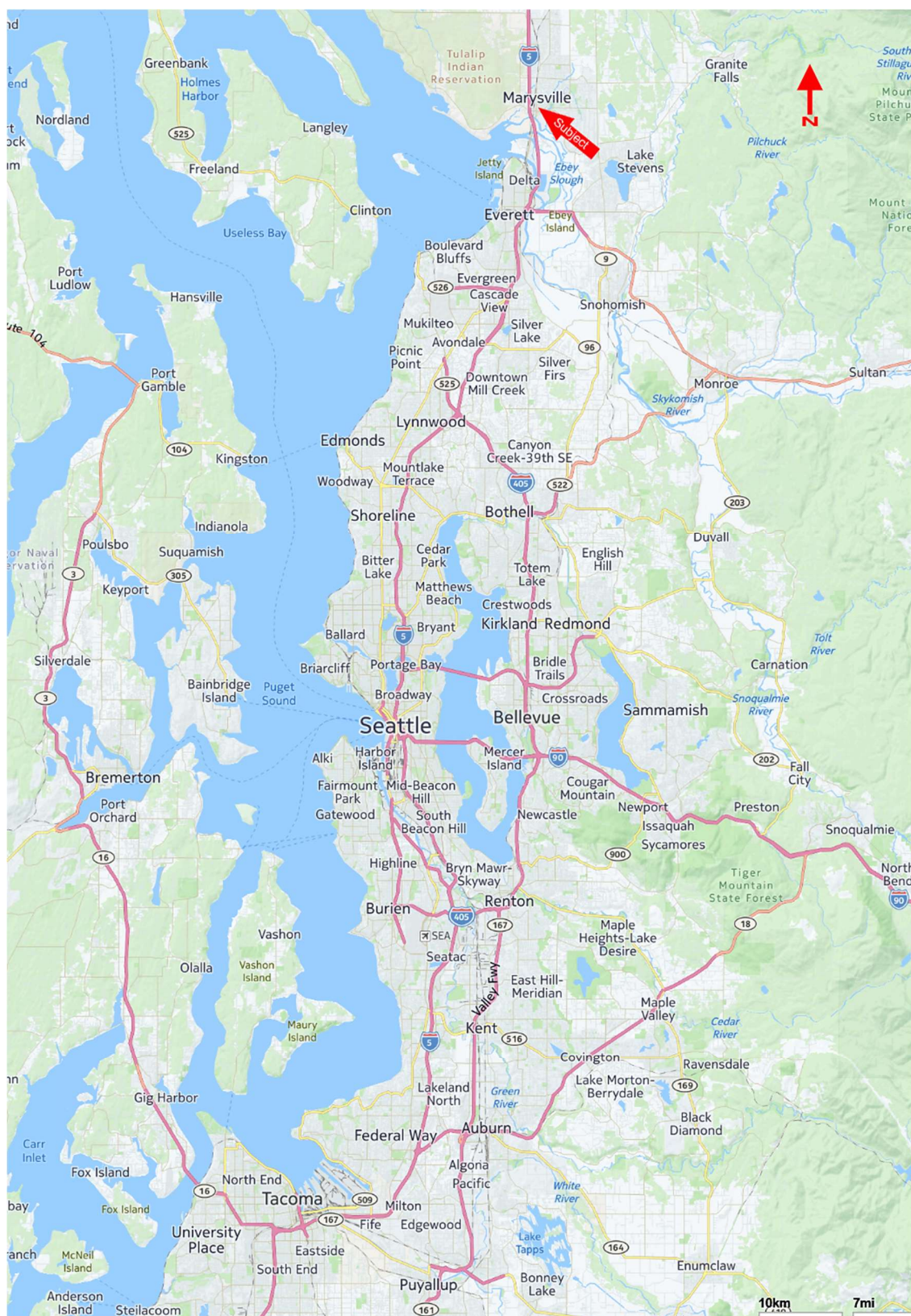
Snohomish County PDS aerial photo. Subject is the alley and 5th Street as outlined with arrows.

SUBJECT ASSESSOR MAP

Subject property includes the yellow alley and the yellow portion of 5th Street. The other arrows point to the boundaries of the MLC Reload, LLC property that are next to the alley and 5th Street.



SUBJECT LOCATION MAP



IDENTIFICATION OF THE APPRAISAL PROBLEM AND SCOPE OF WORK

Problem to be Solved

To provide the appraiser's opinion of value.

Type of Report

This written appraisal report complies with Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* (USPAP).

Identification of the Client

The client is Ben Powell.

Identification of any Intended User(s) other than the Client

Ben Powell may select the City of Marysville as an intended user. Use of this report by others beyond the client and the City of Marysville, is not intended by the appraiser.

Statement of Intended Use

This appraisal will be used for decision making purposes and negotiations with the City of Marysville.

Identification of the Subject Property

North subject property is the public alley in Block 6, S.W. Sisco's Addition to Marysville, Snohomish County Washington, located west of the adjoining Burlington Northern Railroad property. There is no tax parcel number. Site size is 1,453 square feet. It is between tax parcels 00576200600900 and 00576200600700.

South subject property is the north half and the south half of 5th Street adjoining tax parcel 00576200600700 and located west of the adjoining Burlington Northern Railroad property. There is no tax parcel number. Site size is 4,181 square feet.

I am using the approximate address of 5xx Cedar Ave to represent both properties.

Identification of Property Rights Appraised

Value estimated is fee simple.

Type and Definition of Value

Market Value is defined in WAC 458-07-030.

"True and fair value" means market value and is the amount of money a buyer of property willing but not obligated to buy would pay a seller of property willing but not obligated to sell, taking into consideration all uses to which the property is adapted and might in reason be applied.

Effective Date of Opinion of Value

June 4, 2024

Date of Inspection

June 4, 2024

Date of Report

June 25, 2024

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. As agreed upon with the client prior to the preparation of this appraisal, the scope of work for this appraisal resulted in credible assignment results.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniformed Standards of Professional Appraisal Practice for an Appraisal Report. As such, it may not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
3. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable.
4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the properties.
8. It is assumed that there are no hidden or unapparent conditions of the properties, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the properties. Maps and exhibits found in this report are provided for

- reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
13. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
 14. The appraiser is not qualified to detect environmental contamination and/or toxic materials. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them.
 15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
 16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
 17. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the properties in question, unless arrangements have previously been agreed to.
 18. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute, USPAP, and the Gramm-Leach-Bliley privacy Act of 1999.
 19. The appraiser assumes the client, owner, and/or purchaser are aware that the estimate for repairs, or work of any kind, (if provided) is a non-warranted opinion of the appraiser unless otherwise stated.
 20. The appraisal assumes the real estate market will be relatively stable in the next few months after the date of valuation. The appraised value is as of the date stated in the report. The appraiser assumes no responsibility for future changes in the marketplace that may make the property more or less valuable.

Scope of Work

In preparing this appraisal, the appraiser:

- Gathered information about the subject property from Ben Powell, online Snohomish County websites, and online City of Marysville websites.
- Gathered information for the subject market area to determine trends with population, employment, property values, demand and supply of housing, etc., that affect the subject property.
- investigated easements and/or restrictions, zoning, wetlands, and environmental conditions as applicable.
- viewed the subject and took photographs from the public street on June 4, 2024. No one accompanied me while I viewed the properties. I did not walk on the properties. Note: I am not

a soils expert, building inspector, or pest inspector. My main purpose is to provide a supported opinion of market value.

- gathered and confirmed information on comparables that were in close proximity.
- applied the sales comparison approach to estimate market value of the subject property. The cost and income approaches were considered but not applied. Subject alley and 5th Street do not have any improvements.
- reconciled the indicated value from the approach used into the final opinion of value.

Approximately 30 potential sold properties with similar zoning near the subject were analyzed on a cursory basis from the Northwest Multiple Listing Service (NWMLS), Realist data service, Commercial Brokers Association (CBA), Costar commercial data service, and Snohomish County online documents. I looked at 9 comparables in the field. When necessary, phone calls and emails were used to contact parties involved with the comparables to verify sale and property details. Comparables used are considered adequate to produce credible assignment results for the marginal value for the subject's added 5,634 SF.

This appraisal report is a recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file. The written report was completed and delivered. Any errors in the appraisal that I am requested to address will be corrected in a timely manner, thus concluding this assignment.

PRESENTATION OF DATA

Identification of Any Personal Property or Other Items that are Not Real Property

No personal property is included in my valuation.

History, Including Prior Sales and Current Offers or Listings

To my knowledge the subject alley and 5th street, have not been listed for sale and have never sold. My client noted the City of Marysville would like then to purchase these properties.

Legal Description

Following legal descriptions created by Sound Development Group for the subject properties were provided by my client. Legal description for the alley is comprised of one for the north half and one for the south half. Similarly, there is a legal description for the north half of 5th Street and another for the south half of 5th Street.

NORTH HALF OF ALLEY

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF THE ALLEY OF BLOCK 6 OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THAT PORTION OF THE NORTH HALF OF THE ALLEY OF BLOCK 6 LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY.

SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 732 SQ.FT. +\-

SOUTH HALF OF ALLEY

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF THE ALLEY OF BLOCK 6 OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THAT PORTION OF THE SOUTH HALF OF THE ALLEY OF BLOCK 6 LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY.

SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 721 SQ.FT. +/-

NORTH HALF OF FIFTH STREET

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF FIFTH STREET OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTH HALF OF THAT PORTION OF FIFTH STREET, ADJOINING BLOCK 6 OF SAID PLAT, LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY BEING 37.50 FEET WIDE.

SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 2,161 SQ.FT. +/-

SOUTH HALF OF FIFTH STREET

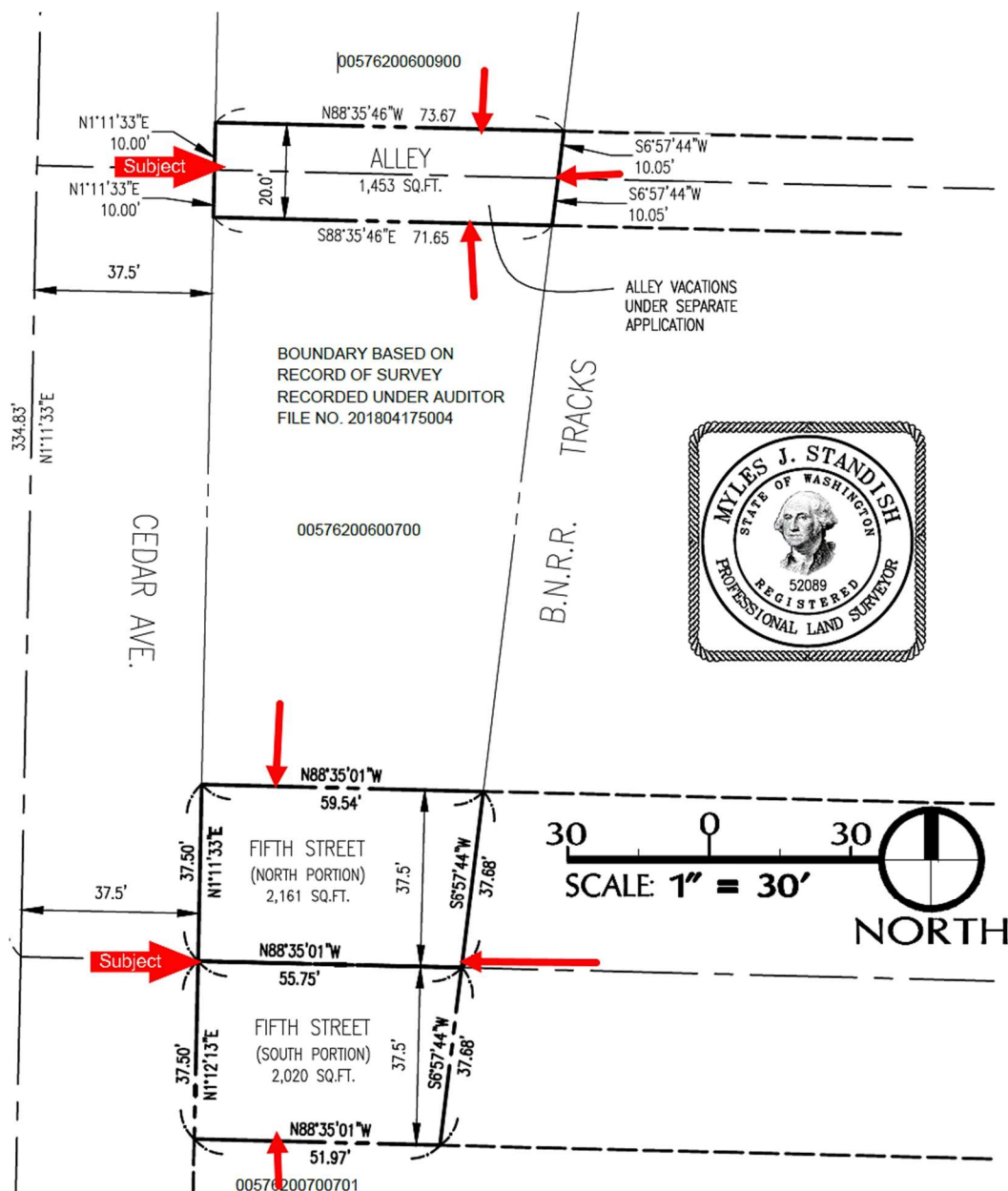
A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF FIFTH STREET OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE SOUTH HALF OF THAT PORTION OF FIFTH STREET, ADJOINING THE NORTH HALF OF FIFTH STREET OF SAID PLAT, LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY BEING 37.50 FEET WIDE.

SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 2,020 SQ.FT. +/-

Surveyors site map for these properties is on the next page.



Market Area Analysis – County, City and Neighborhood data

Subject is located in the southern original portion of the city of Marysville. Recent zoning overlays shows it is in the Downtown Master Plan area. Approximate neighborhood boundaries are the Grove Street or 72nd St NE to the north, 51st Ave NE and 47th Ave NE on the east, Eby Slough or 1st St on the south, and I-5 to the west. Downtown Seattle is ~31 miles southwest, downtown Bellevue is ~30 miles south, and the Everett Boeing facility with the largest building in world is ~10 miles southwest.

COUNTY DATA AND TRENDS

The market forces described in the following table have influenced the subject property and the comparables used in this report. Population, employment, and unemployment information is from

State of Washington's website. Median household income comes from the Washington State Office of Financial Management; 2022 is their estimate and 2023 is their projection. Median house and condominium price data is from the NWMLS. Single family and multifamily building permits are from the socds.huduser.org website. Commercial information comes primarily from Costar.

After county data is provided and discussed, data for the city is included. Subject's value is as added driveways or parking area on commercial land.

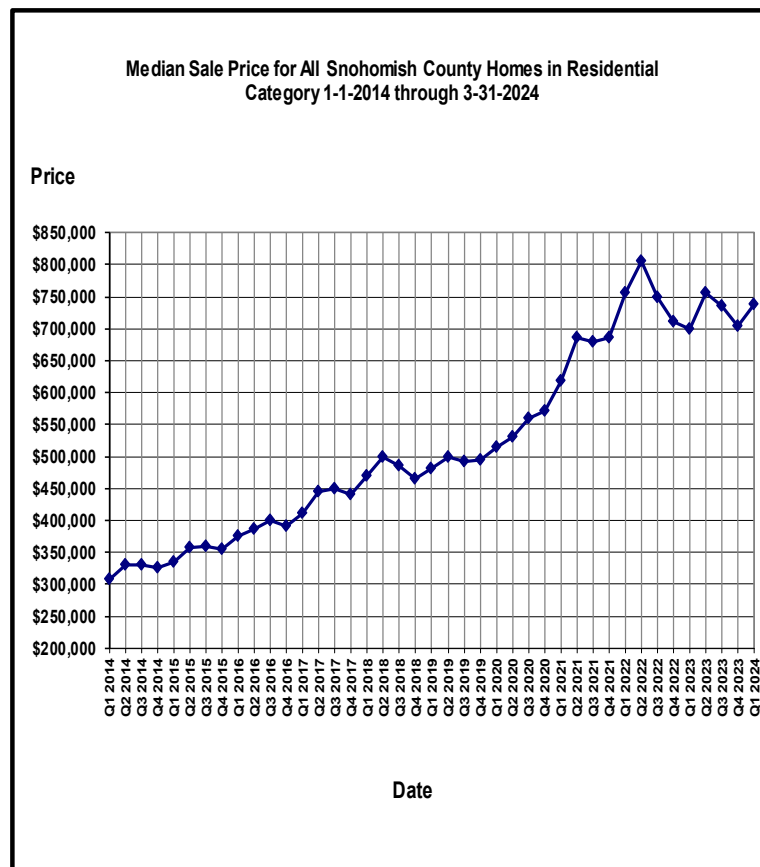
- **Population:** Growing population increases the demand for housing and for additional commercial and cultural services.

SNOHOMISH COUNTY						
	2020	2021	2022	2023	2024	Forecast or Current
Population	827,957	837,800	847,300	859,800	n/a	official 2023
change	9,257	9,843	9,500	12,500	n/a	increasing
Employed	406,330	424,273	437,207	446,348	438,050	thru Apr 2024
change	-20,596	17,943	12,934	9,141	-8,298	stable
Unemployed	28,284	13,918	14,642	18,146	17,712	thru Apr 2024
change	16,556	-14,366	724	3,504	-434	stable
Unemployment Rate	6.5%	3.2%	3.2%	3.9%	3.9%	stable
Med. household income	\$93,589	\$99,650	\$101,440	\$104,833	n/a	increasing
Median house price	\$549,950	\$672,500	\$757,000	\$725,000	\$765,000	thru May 2024
change	56,450	122,550	84,500	-32,000	40,000	increasing
Median condo price	\$374,250	\$450,000	\$510,000	\$485,650	\$515,000	thru May 2024
change	24,250	75,750	60,000	-24,350	29,350	increasing
S.Family bldg permits	2,684	2,507	2,075	2,061	885	thru Apr 2024
M.Family bldg permits	3,217	3,078	1,455	1,455	502	thru Apr 2024
Apartment units occupied	62,289	65,380	66,674	67,726	68,385	thru May 2024
Apartment units vacant	3,742	3,131	4,065	4,855	4,410	stable
Apartment vacancy	5.7%	4.6%	5.7%	6.7%	6.1%	stable
Office space occupied	16,163,558	15,986,872	16,050,992	15,807,935	15,847,050	thru May 2024
Office space vacant	1,050,758	1,270,336	1,300,208	1,543,265	1,504,150	stable
Office space vacancy	6.1%	7.4%	7.5%	8.9%	8.7%	stable
Retail space occupied	35,565,821	35,771,156	36,136,031	36,005,562	35,840,858	thru May 2024
Retail space vacant	1,038,962	1,009,826	866,980	1,058,987	1,252,639	increasing
Retail space vacancy	2.8%	2.7%	2.3%	2.9%	3.4%	increasing
Industrial space occupied	48,753,502	49,799,141	53,553,806	54,005,058	53,664,580	thru May 2024
Industrial space vacant	2,149,739	1,767,161	1,458,744	3,134,583	4,031,645	increasing
Industrial space vacancy	4.2%	3.4%	2.7%	5.5%	7.0%	increasing

- **Employment:** Recent reduction in the number of people employed is likely the result of problems at Boeing, the largest employer in the County. What matters to the economy is the number of people employed. They are the ones who can spend money for mortgages,

rent/lease payments, and goods and services. The recent decrease in the number of people employed puts downward pressure on new development.

- Median Household Income: The increases in median household income are positive, however, household budget items such as food, fuel, borrowing money, and healthcare costs have risen. This is putting downward pressure on effective buying power. Stable incomes are needed to provide confidence that people will be able to spend money on goods and services.
- Building Permits: The number of single family and multifamily building permits have been relatively stable in 2022 and 2023. High mortgage interest rates may delay building starts in the future.
- Apartment Units: The number of occupied units continues to increase at a steady rate. Typically, 5% vacancy is considered to represent a stable market with allowance for tenants to move and time for maintenance of their units. Current vacancy rate is considered to represent a stable market as new units are absorbed.
- Office Space: The relatively high county vacancy rate is a reflection of office workers wanting to work from home. Builder's appear cautious to not over supply the market.
- Retail Space: Retail occupied space has been stable for several years. Vacancy rates show this property type still has good demand.
- Industrial Space: Vacancy rate is higher than in the past four years as the market adjusts to higher lending costs and Boeing continues to have problems.
- Housing: Quarter-by-quarter graph on the next page shows the median prices of all houses in Snohomish County listed in the Residential category of the NWMLS. Prices have stabilized since the impact of 6% to 7% mortgage interest rates started to negatively affect house prices in the middle of 2022.



Calculations for average monthly change due to changing market conditions.

1st time period	2nd time period	# of months		total change	monthly change
Q1 2014 \$308,500	Q2 2022 \$805,000	99	=	160.9%	1.6%
Q2 2022 \$805,000	Q1 2024 \$737,305	21	=	-8.4%	-0.4%
Q4 2021 \$685,000	Q4 2022 \$710,000	12	=	3.6%	0.3%
Q4 2022 \$710,000	Q4 2023 \$704,293	12	=	-0.8%	-0.1%
Q3 2023 \$735,000	Q1 2024 \$737,305	6	=	0.3%	0.1%

Snohomish County - All Homes in Residential Category 1-1-2014 to 3-31-2024

Time Period	Median Sale Price	Average Sale Price	# of Sales	Change % per Quarter	Change \$ per Quarter
Q1 2014	\$308,500	\$332,869	1700		
Q2 2014	\$329,950	\$354,656	2600	7.0%	\$21,450
Q3 2014	\$330,000	\$357,596	2800	0.0%	\$50
Q4 2014	\$325,050	\$354,614	2300	-1.5%	-\$4,950
Q1 2015	\$335,000	\$370,863	2000	3.1%	\$9,950
Q2 2015	\$357,500	\$386,035	3200	6.7%	\$22,500
Q3 2015	\$360,000	\$389,272	3200	0.7%	\$2,500
Q4 2015	\$355,000	\$386,368	2500	-1.4%	-\$5,000
Q1 2016	\$375,000	\$402,894	2200	5.6%	\$20,000
Q2 2016	\$387,106	\$424,420	3400	3.2%	\$12,106
Q3 2016	\$400,000	\$430,530	3700	3.3%	\$12,894
Q4 2016	\$392,000	\$429,512	3000	-2.0%	-\$8,000
Q1 2017	\$411,250	\$447,267	2400	4.9%	\$19,250
Q2 2017	\$444,000	\$480,763	3300	8.0%	\$32,750
Q3 2017	\$450,000	\$487,694	3800	1.4%	\$6,000
Q4 2017	\$440,000	\$483,706	3100	-2.2%	-\$10,000
Q1 2018	\$469,000	\$508,570	2200	6.6%	\$29,000
Q2 2018	\$500,000	\$541,455	3400	6.6%	\$31,000
Q3 2018	\$485,000	\$527,397	3200	-3.0%	-\$15,000
Q4 2018	\$465,000	\$523,877	2600	-4.1%	-\$20,000
Q1 2019	\$479,950	\$521,019	2100	3.2%	\$14,950
Q2 2019	\$500,000	\$546,455	3300	4.2%	\$20,050
Q3 2019	\$493,000	\$537,563	3300	-1.4%	-\$7,000
Q4 2019	\$495,000	\$544,846	2800	0.4%	\$2,000
Q1 2020	\$515,000	\$557,206	2200	4.0%	\$20,000
Q2 2020	\$529,950	\$573,529	2700	2.9%	\$14,950
Q3 2020	\$560,000	\$611,617	3800	5.7%	\$30,050
Q4 2020	\$571,711	\$624,271	3600	2.1%	\$11,711
Q1 2021	\$617,500	\$669,356	2300	8.0%	\$45,789
Q2 2021	\$685,000	\$740,730	3600	10.9%	\$67,500
Q3 2021	\$680,000	\$739,225	4000	-0.7%	-\$5,000
Q4 2021	\$685,000	\$759,879	3300	0.7%	\$5,000
Q1 2022	\$756,000	\$853,278	2200	10.4%	\$71,000
Q2 2022	\$805,000	\$893,924	3400	6.5%	\$49,000
Q3 2022	\$749,925	\$822,229	2700	-6.8%	-\$55,075
Q4 2022	\$710,000	\$784,755	2000	-5.3%	-\$39,925
Q1 2023	\$700,000	\$781,648	1600	-1.4%	-\$10,000
Q2 2023	\$756,000	\$831,583	2100	8.0%	\$56,000
Q3 2023	\$735,000	\$816,576	2300	-2.8%	-\$21,000
Q4 2023	\$704,293	\$780,186	1700	-4.2%	-\$30,707
Q1 2024	\$737,305	\$833,198	1600	4.7%	\$33,012

County Summary and Conclusion:

Median house values have declined since the peak in 2022 and appear to have stabilized. The apartment and retail markets are all doing well with slightly higher vacancy figures as new units and new space is being absorbed. Office market occupancy at 91.3% made a slight improvement

in the first five months of 2024. Industrial properties got over supplied and will take time to absorb approximately 500,000 SF of new space. Economic indicators are stable overall with high mortgage interest rates putting minor downward pressure on businesses and property values.

City Data and Trends

CITY OF MARYSVILLE						
	2020	2021	2022	2023	2024	Forecast
Population	70,714	71,250	72,380	73,780	n/a	official 2023
change	1,531	536	1,130	n/a	n/a	similar
Office, Retail, Industrial SF	7,366,211	7,687,727	8,181,973	8,351,916	8,295,078	thru 5/24
Office, Retail, Industrial Vac.	7.1%	6.4%	3.8%	8.3%	11.5%	thru 5/24
Median House Price	\$454,950	\$550,000	\$629,725	\$625,000	\$652,100	thru 5/24
change	\$44,950	\$95,050	\$79,725	-\$4,725	\$27,100	increasing
S.Family bldg permits	361	298	197	476	157	4/24,stable
M.Family bldg permits	62	318	169	292	226	4/24,stable
Retail sales tax (mil)	\$1,528.0	\$1,788.9	\$1,944.8	\$2,032.4	n/a	increasing

Subject is inside the southern city limits of Marysville. It is influenced by what occurs in the city. Population data for the above table is from Washington State websites for people living inside the city limits.

Office, retail and industrial occupied square feet had significant yearly increases up through 2023. In the first five months of 2024, vacancy increased while 365,000+ SF of new space is being absorbed. Some of the new space was likely encouraged by Amazon constructing a 2,623,172 SF warehouse building in 2022 at 4620/5002 172nd St NE, Arlington; the building is responsible for more than half of the new space for the entire county in 2022 and is just north of Marysville's city limit.

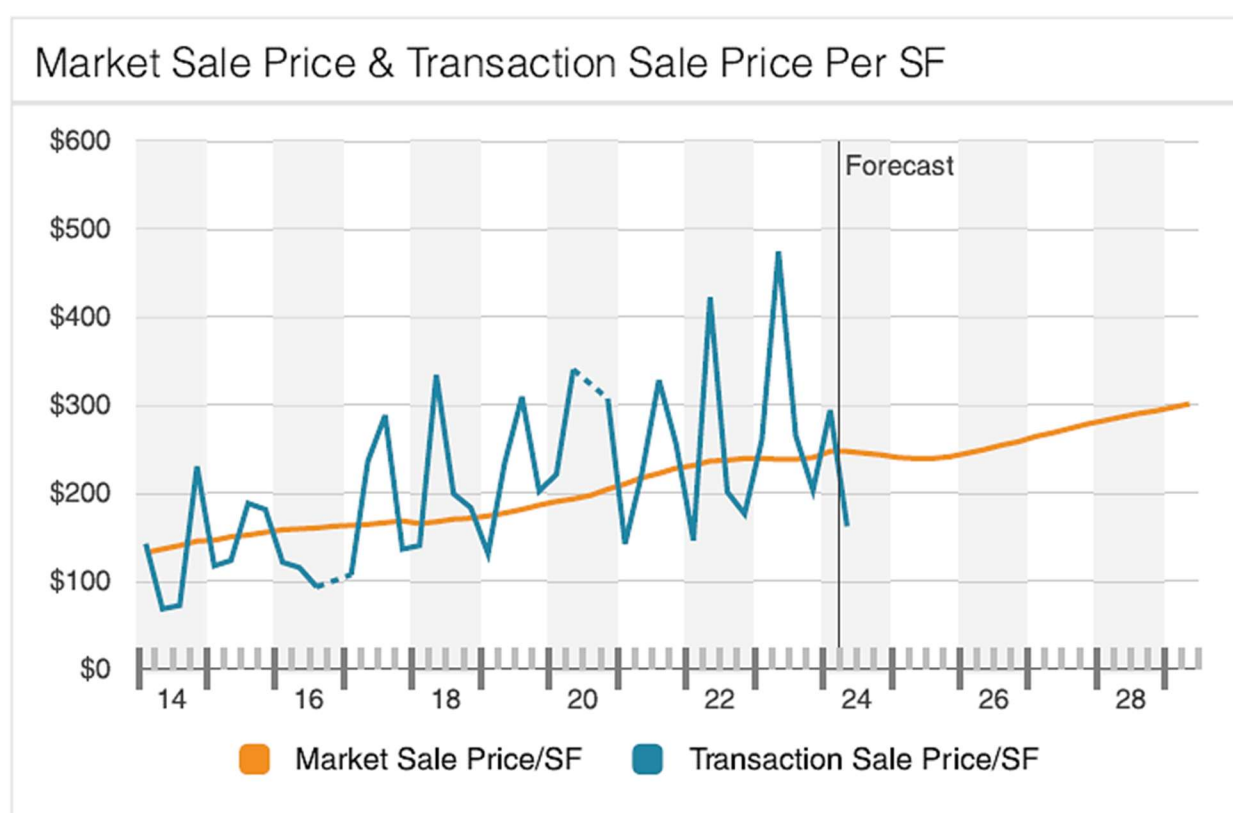
Median house price figures are from the NWMLS and contain properties with a Marysville address that are inside the city limits and in adjoining unincorporated Snohomish County that have the same 98270 zip code. The downward pressure from higher mortgage interest rates in mid-2022 is being countered by the limited supply of housing available for sale.

Building permit data is limited to properties within the city limits. The city has a growing population with housing supported by a good mix of single family and multifamily buildings. Many of the multifamily permits end up being attached townhomes sold on individual narrow lots for single family use.

Retail sales figures increased each year and show a growing economy.

COSTAR DATA AND PRICE TRENDS

The subject is commercial zoned vacant land comprised of an alley and 5th Street west of the adjoining Burlington Northern Railroad property. To get a sense of the trend in commercial property values in Marysville I did a search in Costar for office, retail and industrial properties with a Marysville address. The chart below shows a blue line which graphs sale prices per square foot. Due to the variety of property types, the blue line varies significantly from highs to lows. Since the peak in the second quarter of 2023, sale prices per square foot appear to be heading downward. In the past year there were 28 sold properties. The orange line is provided by Costar and is a regression trendline placed through the midpoints of the peaks and valleys of the sale prices. When the orange line goes from mid-2022 through the first quarter of 2024, it is relatively flat with a slight increase in the first quarter of 2024. This data is reconciled to a 0% adjustment for changing market conditions in the past 18+ months.



MARKET AREA – SUMMARY AND CONCLUSION

Commercial real estate in Marysville that is the highest and best used of its land, was increasing in value into 2022 and appears to have stabilized since then. The economy and population are growing. Median house prices are stabilizing. Overall market is stable. Marketability of the subject's location is average overall.

Subject Land Description

Property is comprised of a portion of an alley with 1,453 square feet west of the Burlington Northern Railroad property, and a portion of 5th St with 4,181 square feet west of the Burlington Northern Railroad property. The total land size is 5,634 SF.

Both the alley and street are unimproved with gravel surfaces. They are used for ingress and egress by my client's company MLC Reload, LLC at the property 606 Cedar Ave. Per my client, the City of Marysville wants to sell these portions of land to my client.

Since these portions of roads were not developed to have improvements on them, they have utility easements in them the city has the right to access in the future. The market value of these sites is best derived by determining how much marginal value they add to the client's existing property. Below is a table that describes the reconciled site size of the client's property purchased in June 2023. It is larger than what the assessor tax parcels add up to. Four tax parcels were included in the sale as noted below. I ranked them north to south. Assessor's acre site size with only two decimal places is very inaccurate. Assessor's north two tax parcels do not include 7th Street, which was included in the sale. To get a relatively accurate estimate of the total site size purchased:

- ♦ First - I measured the four tax parcels on the Snohomish County PDS map using the area tool,
- ♦ Second - I used the site dimensions on the survey map my client provided to hand calculate the size of the top three tax parcels and the size of the bottom tax parcel,
- ♦ Third - I entered the site dimensions and survey calls into an online deed plotter program call Tract Plotter.

My best estimate of the actual site size is 57,259 SF or 1.3145 acres. The subject additional 5,634 SF is added to this to arrive at what my client's size will be after they purchase the alley and 5th Street. Total site size would increase to 62,893 SF.

Property Client purchased: showing Total property size for valuation purposes				
Tax Parcel	Assessor size Acres	Assessor size Square Feet	Measured size On PDS map Square Feet	Reconciled size From Site Survey Square Feet
31051000402100	0.44	19,166	19,877	19,700
31051000404200	0.32	13,939	16,941	16,890
31051000404100	0.32	13,939	12,865	12,801
31051000400900	0.21	9,148	7,868	7,868
Total	1.29	56,192	57,551	57,259

PHYSICAL CHARACTERISTICS

The alley is rectangular in shape with 20 feet of frontage on Cedar Ave. 5th Street has a wedge shape with 75 feet of frontage on Cedar Ave. Both portions of land have sidewalks, curbs and gutters. They back up to railroad tracks on the east which apparently allows adjoining property

owners to load and unload rail box cars. Due to potential noise, odor and air pollution from the railroad operations and Interstate-5, the subject's FLEX zoning does not allow housing and certain other residential centric uses.

Both portions of land are on grade with level topography. No drainage problems or critical areas are noted. Public water, electricity, and sewer are available. I am not aware of an environmental study of the soil for contaminants.

LEGAL CHARACTERISTICS

City provides fire protection, public services and schools. I am not aware of any encroachments on these portions of land. Legal descriptions for the alley and 5th Street note that the Town of Marysville retains easement rights to access any existing utilities in these portions of land.

Zoning	Flex, City of Marysville
Comprehensive Plan Map	Same as current zoning
Off-site common areas	None known
Surrounding properties	Commercial, new City of Marysville Civic Center
Access	From one public street

Site Summary and Conclusion

Since the alley and 5th Street were designed to allow for car traffic, utility easements run through them. These portions of land were not developed to accommodate buildings. Once purchased by my client they will continue to be used as access driveways. The additional 5,634 square feet will have a marginal increase in the total site value.

Zoning

According to the City of Marysville, the subject properties are zoned Flex (F), now and in the comprehensive plan. Per MMC 22C.080.105 (3), "This zone encourages a mix of uses, including artisan, workshops, small light manufacturing/manufacturing (indoors), and commercial. New residential, schools, daycares, and other sensitive uses are not allowed due to air quality, noise, and odor impacts from I-5 and the BNSF railroad corridor."

Per the Downtown Master Plan, prior zoning was General Commercial and Downtown Commercial.

Following is additional information from the Downtown Master Plan for Flex zoning.

Building Form

Expected Building Types	Development Standards	Parking
- Workshops - Single-story flexible buildings - Small footprint retail/services	Maximum height 45 feet	Standard parking code

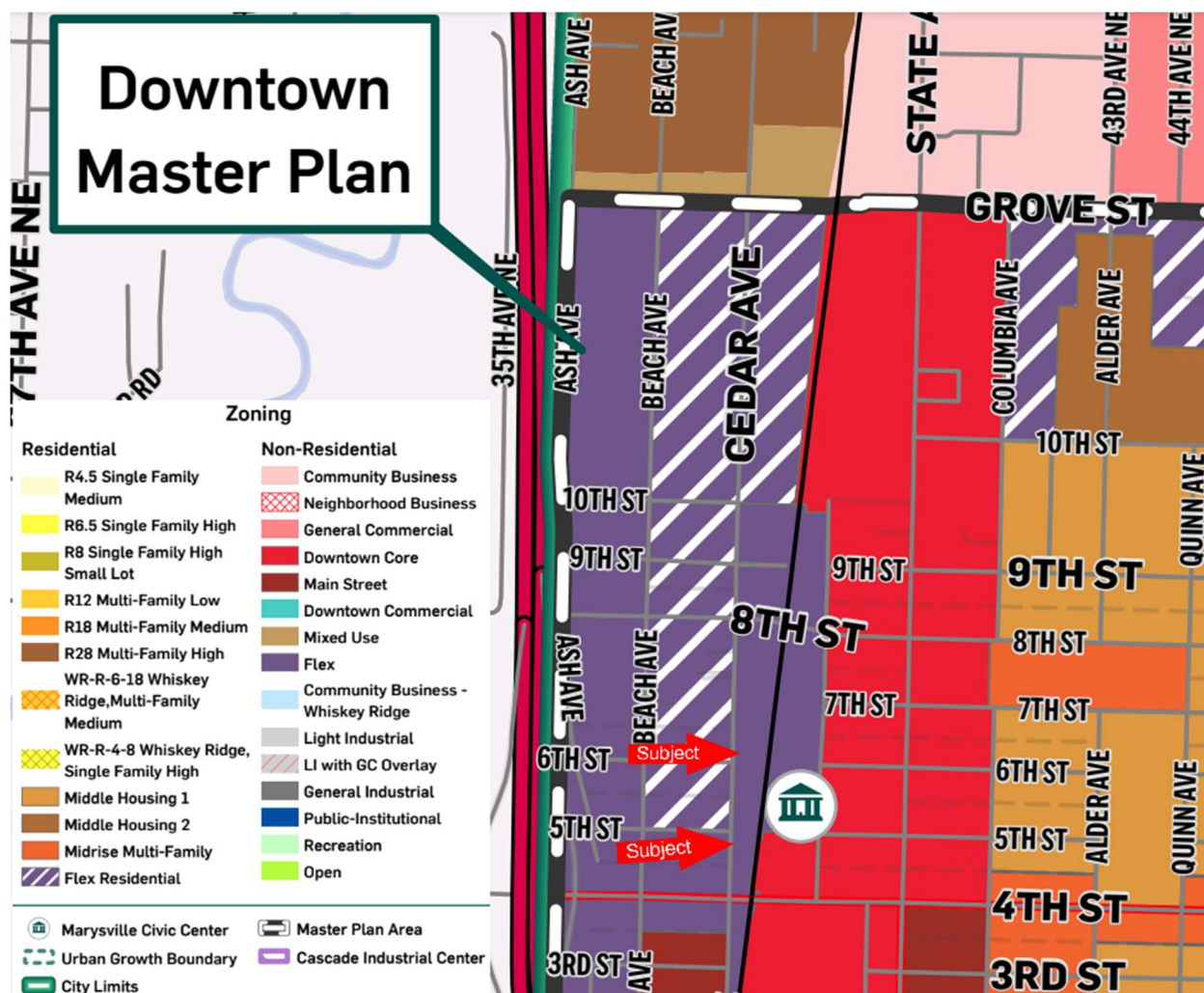
Land Use

Allowed Uses	Prohibited Uses
- Light industrial/manufacturing (indoors) - Retail - Office - Commercial - Artisan manufacturing/small work shops	- Residential with limited exceptions - Outdoor storage and sales - Industrial - Drive-throughs

Development Examples



Figure 12.L-R: flexible building in Bozeman, MT; small retail/office building in Seattle, WA; retail shop in converted industrial building in Bozeman, MT



Subject property has a total of 5,634 SF with all of its surface site area usable.

Per MMC Table 22C.080.120 following are uses permitted outright. Other uses may be permitted as conditional uses if certain additional conditions are met.

Residential

Adult family home, Residential care facilities, Enhanced services facilities, Transitional housing facilities, Permanent supportive housing, Emergency housing, Emergency shelters - indoor

Residential Accessory

Home occupations, Other residential accessory uses

Nonresidential

Amusement and entertainment, Cultural all building sizes, Dancing, music and art center, Education services, Electric vehicular charging station, Electric vehicular battery exchange, General services uses (except small boat sales, rental and repair, equipment rentals, vehicle repair, commercial vehicle repair, car wash, self storage), Government services (except Public safety facilities, including police and fire),

Health services (except hospital), Light industrial/ manufacturing, Artisan manufacturing, Nursery, Park or community center, Parking lot, Personal services use, Professional office, Retail all building sizes, Special retail sales: Eating and drinking, gas station, temporary lodging.

Regional

College, Transit Park and pool lot, Opiate substitution treatment program facilities, wireless communication facility.

MMC Table 22C.080.140 Density and Dimensional Standards

Minimum lot size	0 SF	Maximum building height	45 ft
Minimum front setback	0-10 ft	Minimum rear setback	0-15 ft
Minimum side setback	0-15 ft	Minimum lot width	N/A
Maximum lot coverage	100 %		

Summary of zoning

Comprehensive plan has the same zoning for the subject: Flex. This zoning does not allow residential dwelling units. Subject alley with 1,453 SF and street with 4,181 SF, are small but could be used for some of uses noted above such as a parking lot. Buildings likely would be restricted due to utility easements. Once combined with my client's other four tax parcels they might have a few more uses available.

Property Improvement Description

Subject is an undeveloped alley and an undeveloped public street. There are no improvements.

Taxes and Assessment Data

City owned alley and 5th Street do not have tax parcel numbers and are not assessed for tax purposes.

Hazardous Waste

I am not aware of any environmental contamination on the subject property. I am not an environmental expert and recommend one be contacted if the client has any concerns regarding potential hazardous waste problems on this property.

Income and Expenses

I am not aware of any income or expenses related to the subject alley or 5th Street.

ANALYSIS OF DATA AND CONCLUSIONS

Highest and Best Use of the Land as Though Vacant

The existing zoning in the subject's immediate area is Flex. Prior zoning was General Commercial and Downtown Commercial. Subject land was designed for car traffic and not designed to accommodate buildings.

Legally permissible

There are a few uses that are legally permissible. A parking lot or access driveway would be a legal use.

Physically possible

Most of the allowed legal uses are physically possible as long as they do not interfere with the city accessing pipes or wiring in utility easements.

Financially feasible

Out of the legal and physically possible uses allowed by the zoning, a parking lot or access driveway appear financially feasible. I have not consulted with a development professional with regards to the ability to develop the alley land or 5th Street land.

Maximally productive

As vacant, the maximally productive best use is a parking lot or access driveway. The timing for these uses is now.

Highest and Best Use of the Property as Improved

The land is not improved.

Highest and Best Use Conclusion

The maximally productive use of the property is a parking lot or access driveway.

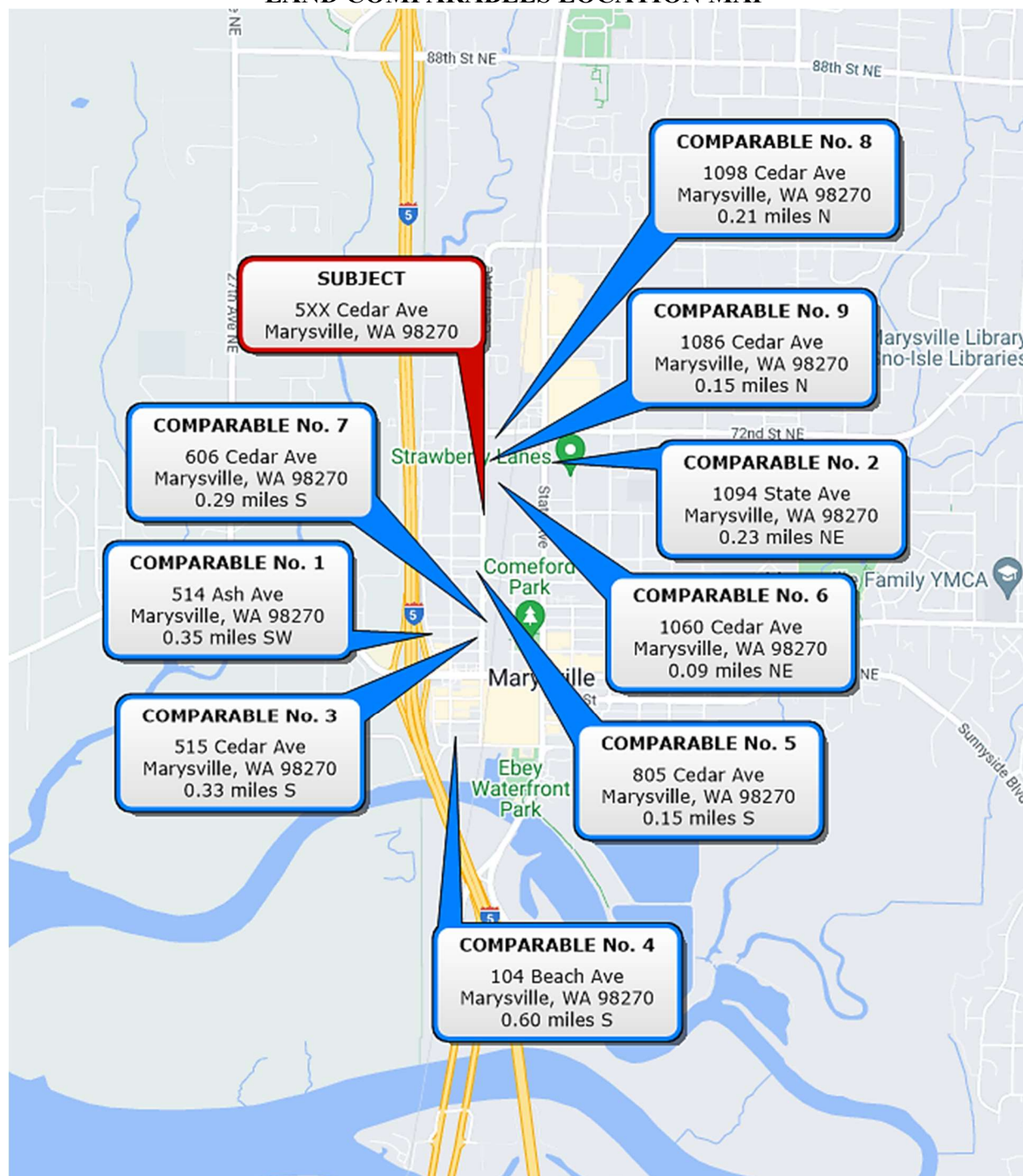
Based on this highest and best use conclusion, one approach to value is considered adequate to provide credible assignment results: sales comparison approach. Within this approach, different quantitative or qualitative methods can be used to support a value for the subject property. The cost approach was not included in this report. There are no improvements. Income approach is not included. I am not aware of any rental income for these portions of land. It is not necessary to complete the cost approach or income approach to arrive at credible assignment results. A summary of the data and analysis for the comparables is provided on the next pages.

Sales Comparison Approach

In this approach commercial properties that have sold recently with site sizes that bracket my client's existing 57,259 SF site and the proposed 62,893 SF site with the alley and 5th Street, are analyzed using an adjustment grid that arrives at a subtotal price per square foot. It is a subtotal because it does not make an adjustment for differences in site size. Regression is used as the final step to value the marginal contributory value of the added subject 5,634 SF. Data from commercial zoned properties near the subject are used, and comparisons are made, to demonstrate two probable prices at which the subject property would sell if offered on the market in keeping with the definition of value.

A search in Marysville found sales of vacant commercial land as well as improved sales on commercial land close to the subject. Search was conducted using the NWMLS, Realist, Commercial Brokers Association (CBA), and Costar. Comparables were selected that bracketed the subject's site size. Nine of the best indicators are presented in some detail; they were viewed in the field from public streets on the same day the subject was viewed. These closed sales have been sufficiently confirmed and are included in the following analysis.

LAND COMPARABLES LOCATION MAP



In the table below each improved property was adjusted to remove the contributory value of the improvements. For example, Comparable 1's assessed land value at the time of sale was \$175,200. Its total assessed value was \$637,000. Therefore, the land represented 27.504% of the total assessed value. This same ratio was applied to the sale price to arrive at a supported estimate of the contributory market value of the land. Sale price of \$749,000 multiplied by 0.27504 = \$206,004; this is the contributory market value of the land.

SUMMARY OF LAND COMPARABLES						
Comp No.	Address	Sale Price Assessed Value when sold	Sale Date Assessed Land Value	Contributory Land Value Percent Assessed Land	Site Size Sq. Feet Front Feet	Price /Sq.Foot /Front Foot
1 - sold	514 Ash Ave, Marysville	\$749,000	04/08/22	\$206,004	2,178	\$94.58
		\$637,000	\$175,200	27.504%	154	\$1,338
2 - sold	1094 State Ave, Marysville	\$570,000	07/17/23	\$243,455	3,348	\$72.72
		\$431,500	\$184,300	42.711%	26	\$9,364
3 - sold	515 Cedar Ave, Marysville	\$410,000	10/27/23	\$317,172	5,227	\$60.68
		\$310,500	\$240,200	77.359%	60	\$5,286
4 - sold	104 Beach Ave, Marysville	\$190,000	12/30/22	\$176,565	7,200	\$24.52
		\$199,400	\$185,300	92.929%	180	\$981
5 - sold	805 Cedar Ave, Marysville	\$1,100,000	09/13/23	\$364,093	10,454	\$34.83
		\$926,000	\$306,500	33.099%	205	\$1,776
6 - sold	1060 Cedar Ave, Marysville	\$1,430,000	01/13/24	\$391,453	16,988	\$23.04
		\$1,404,600	\$384,500	27.374%	55	\$7,117
7 - sold	606 Cedar Ave, Marysville	\$2,000,000	06/20/23	\$1,784,858	57,259	\$31.17
		\$1,384,200	\$1,235,300	89.243%	615	\$2,902
8 - sold	1098 Cedar Ave, Marysville	\$1,500,000	02/16/24	\$1,500,000	72,387	\$20.72
		\$898,100	\$898,100	100.0%	543	\$2,762
9 - sold	1086 Cedar Ave, Marysville	\$1,500,000	02/15/24	\$1,500,000	76,766	\$19.54
		\$1,340,700	\$1,340,700	100.0%	180	\$8,333
Subject	5xx Cedar Ave, Marysville	n/a	n/a	n/a	add 5,634	n/a
		n/a			add 95	

Following pages include descriptions of the comparables with photographs and maps, followed by 'subtotal' adjustment grids, comments and regression analysis used to value the subject property.

Sold, Comparable 1 – 514 Ash Ave, Marysville, WA

Left: My photos taken 6/4/2024.

Right: Images from 2021 NWMLS



Looking south



Looking SE



Looking north



Looking SE

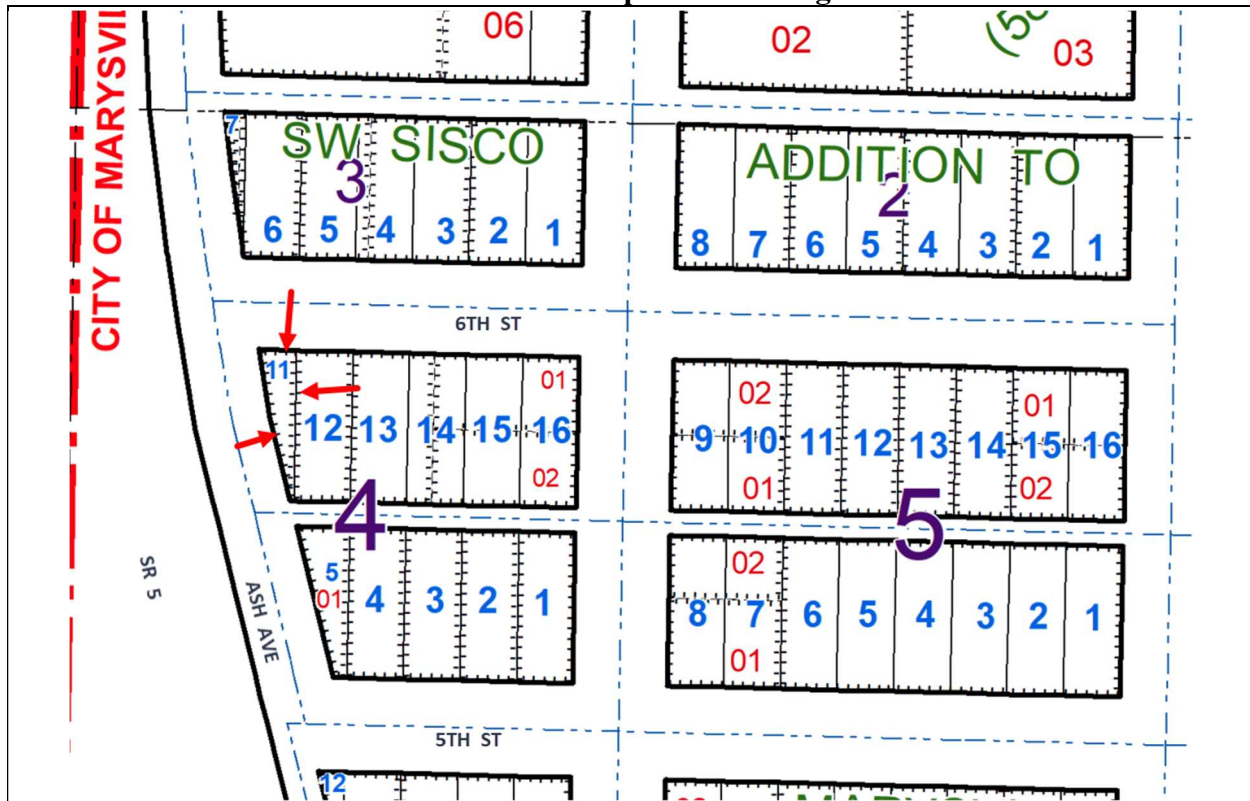
Buyer	Don Hafenscher and Lisa Hafenscher
Seller	Kevin Mauro and Debbie Mauro
List Price	\$799,000, 7/13/2021, cancelled listing #1754791 on 10/5/2021
Sale Price & Date, Deed	\$749,000, 4/8/2022, Statutory Warranty Deed
Site Size	2,178 SF
Buildings	One building with two office spaces
Building age, total size	2003, 3,100 SF includes two offices each with a garage
Financing	90% loan from seller
Auditor's File # Parcel #	202204080402 00576100401100
Zoning, features	Was GC now Flex, triangular site

Comments: All public utilities are available to this property. Site is level on grade with sidewalks. Costar notes a daily traffic count of 7,820 in 2021 on Ash Ave. Additional traffic is on 6th St. I reconciled this to a daily traffic count of 8,000.

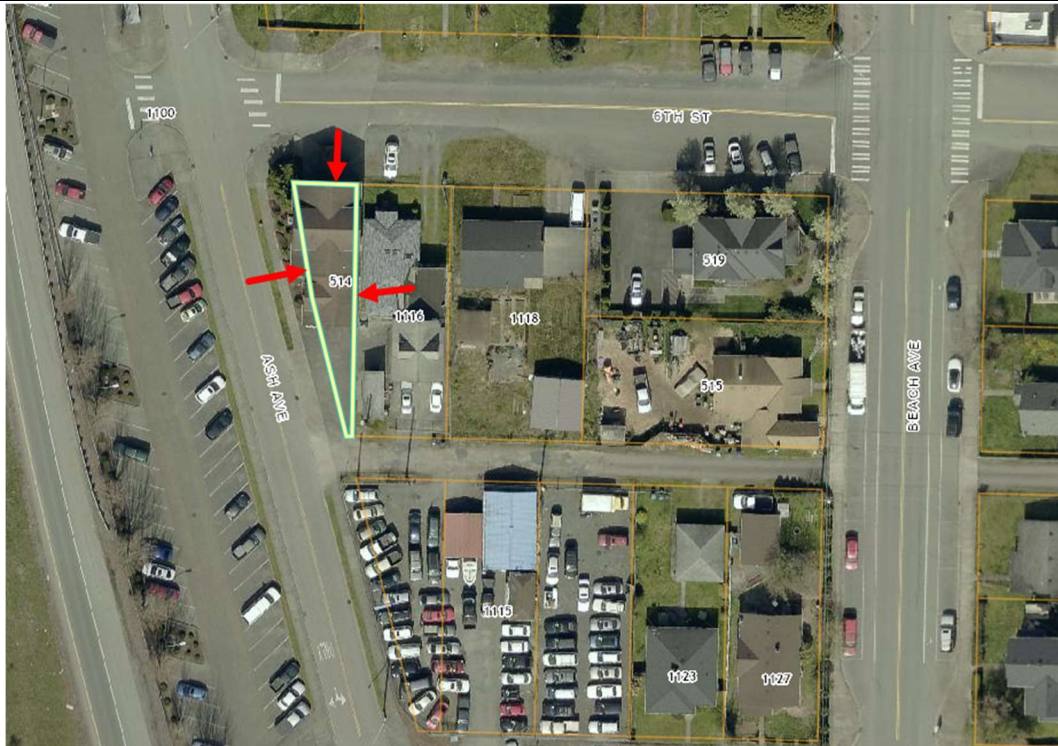
Cancelled listing broker was Michael Sylte, 425-754-8960. Confirmed with NWMLS, Costar, Re-list, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 1 Images



Current Sno. Co. assessor map



Snohomish County PDS aerial photo

Sold, Comparable 2 – 1094 State Ave, Marysville, WA

Left: My photo taken 6/4/2024.

Right: Images from Costar



Looking E from State Ave



Looking E from State Ave



Looking SW at rear of property



Looking E from State Ave

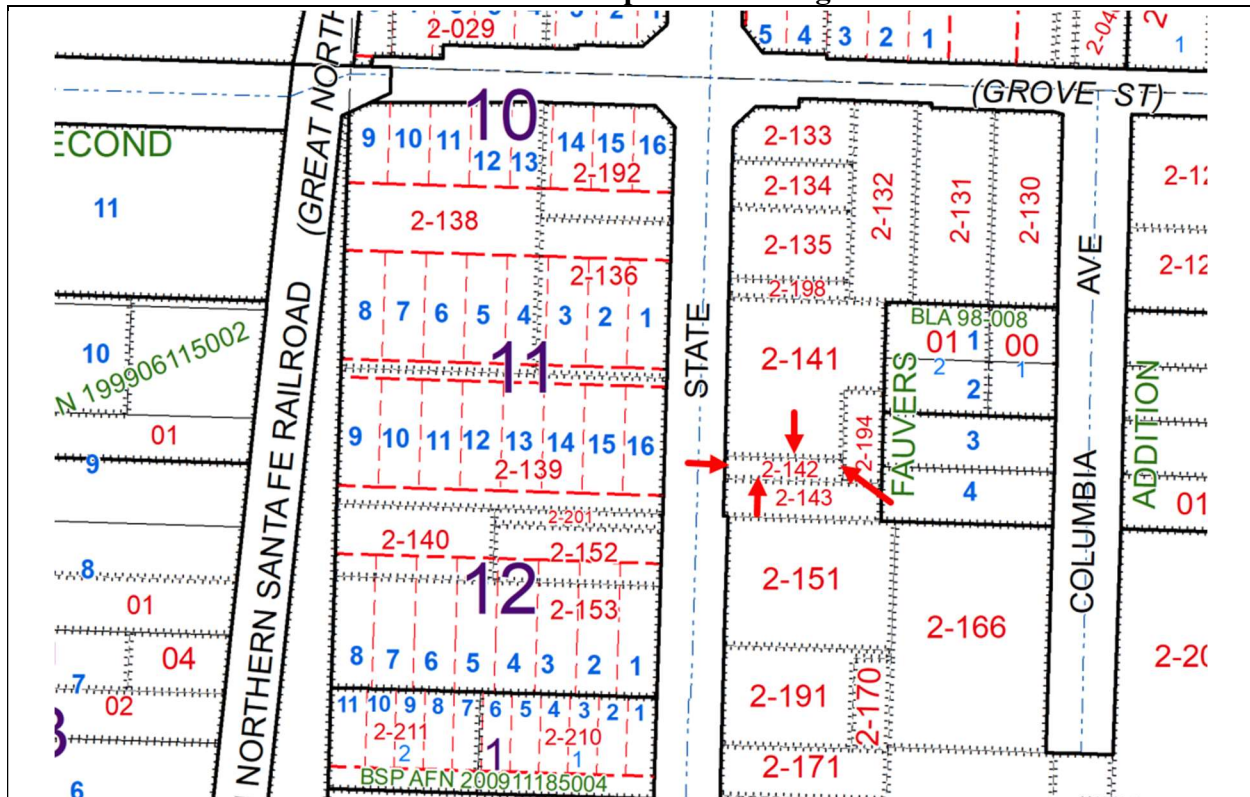
Buyer	1094 64th Dr NE
Seller	James Seaver and Pamela Seaver, Vicki Russell
List Price	Not listed
Sale Price & Date, Deed	\$570,000, 7/17/2023, Statutory Warranty Deed
Site Size	3,348 SF
Buildings	Apartment over retail
Building age, total size	1951, 3,000 SF plus detached 375 SF garage
Financing	\$456,000 Conventional loan
Auditor's File # Parcel #	202307170373 30052800214200
Zoning, features	CB now Downtown Core, State Ave is being widened

Comments: All public utilities are available to this property. Site is level on grade with sidewalks. Costar notes a daily traffic count of 16,976 in 2022. I reconciled this to a daily traffic count of 17,000.

Not listed. Confirmed with NWMLS, Costar, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 2 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Sold, Comparable 3 – 515 Cedar Ave, Marysville, WA

Left: My photo taken 6/4/2024.

Right & below: NWMLS photos 3/2/2023



Looking SW from Cedar Ave



Looking SW from Cedar Ave



Looking west from Cedar Ave



Looking NW from Cedar Ave

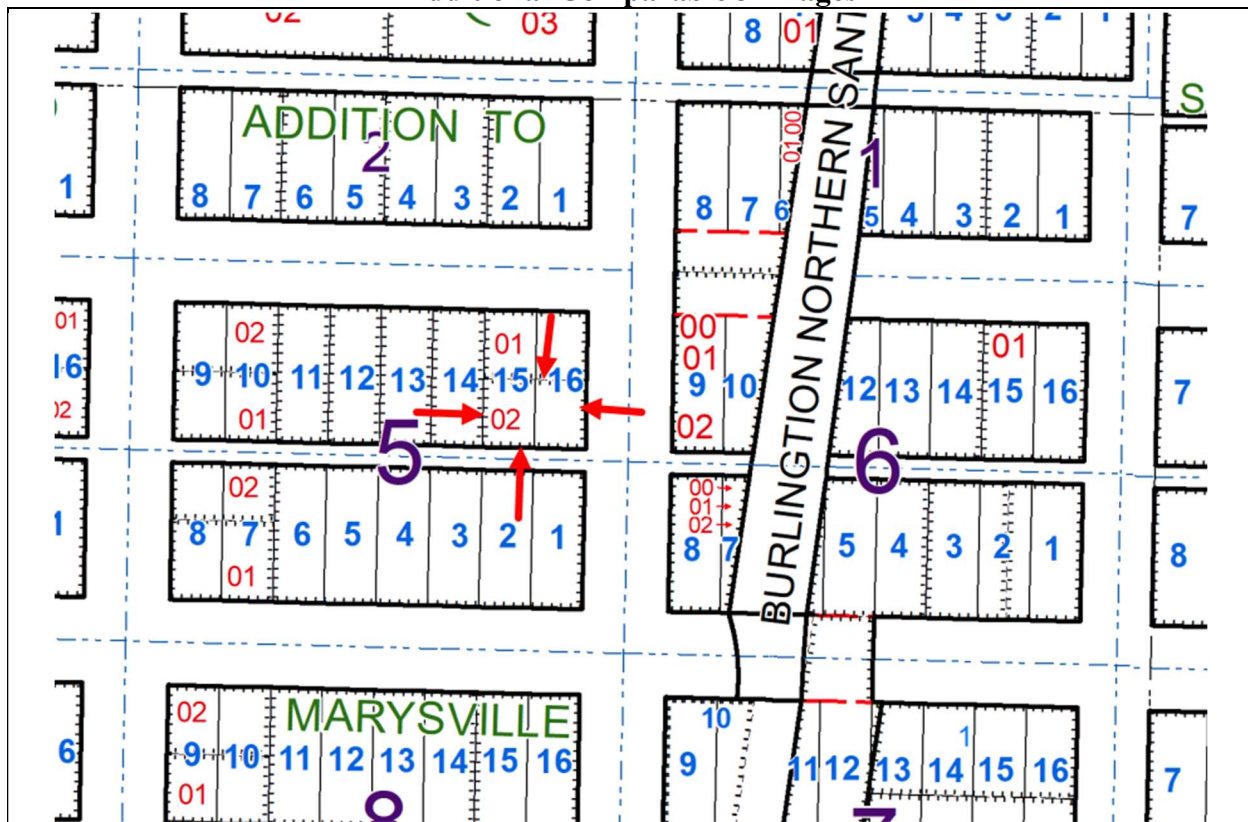
Buyer	Manuel Michel and Claudia Chavez
Seller	Tayna Parry
List Price	\$450,000 on 3/2/2023, down to \$400,000 on 7/24/2023
Sale Price & Date, Deed	\$410,000, 10/27/2023, Statutory Warranty Deed
Site Size	5,227 SF
Buildings	One story office. Detached 1-car garage of unknown size
Building age, total size	1952, 1,003 SF
Financing	FHA
Auditor's File # Parcel #	202310270374 00576200501502
Zoning, features	Was MU, now Flex residential

Comments: All public utilities are available to this property. Topography starts on grade then slopes up to the west a few feet. Site has sidewalks and fronts an alley. Costar notes a daily traffic count of 9,838 in 2022.

Listing # 2040227 in the NWMLS. Confirmed with NWMLS, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 3 Images



Snohomish County assessor map. Subject alley is directly east of this property across Cedar Ave.



Snohomish County PDS map aerial photo

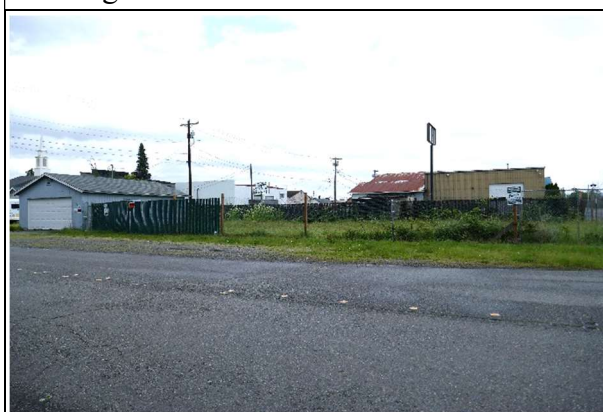
Sold, Comparable 4 – 104 Beach Ave, Marysville, WA

Left: My photos taken 6/4/2024.

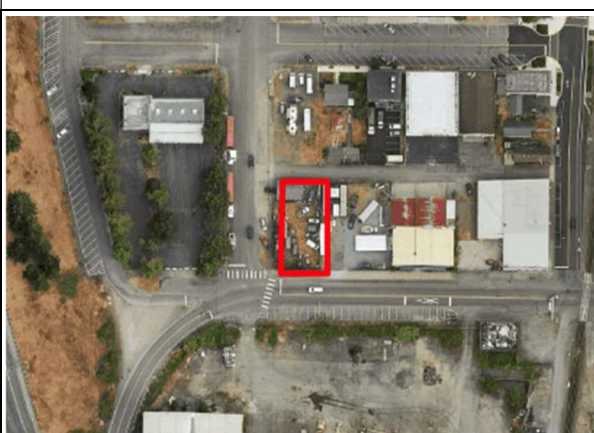
Right: NWMLS & CBA photos 12/30/2022



Looking SE from Beach Ave



Looking N from 1st St



Buyer	Dysake LLC
Seller	James Schoentrup, Ina Schoentrup, Heather Hafner, Trustees
List Price	Not listed when Sold-Unlisted
Sale Price & Date, Deed	\$190,000, 12/30/2022, Statutory Warranty Deed
Site Size	7,200 SF
Buildings	Detached 1-car garage/shop
Building age, total size	1929, 660 SF
Financing	\$142,500 private party lender
Auditor's File # Parcel #	202212300071 00510700800700
Zoning, features	Was FR, now Flex residential

Comments: All public utilities are available to this corner site. Topography is level on grade. Side-walks on 1st St. Site fronts an alley. Costar did not have a daily traffic count at this location. There was a stream of cars on 1st St while I viewed the site. Daily traffic count is estimated at 2,000.

Sold-Unlisted report # 2025070 in the NWMLS showed Broker Joel Jenkins, Realty One Group 425-309-3564, helped the seller. Broker Dave Nelson, Dave Nelson RE 425-319-3100, helped the buyer. Confirmed with NWMLS, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 4 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Sold, Comparable 5 – 805 Cedar Ave, Marysville, WA

Left: My photos taken 6/4/2024.

Right: CBA photos



Looking NW from Cedar Ave



Looking W along alley from Cedar Ave



Buyer	805 Cedar Ave LLC
Seller	F. W. Thompson LLC
List Price	Not listed, Buyer was the long-term tenant in the property
Sale Price & Date, Deed	\$1,100,000, 9/13/2023, Bargain and Sale Deed
Site Size	10,454 SF
Buildings	One story industrial with mezzanine
Building age, total size	1987, 6,492 SF (5700 1st floor + 792 mezzanine)
Financing	\$825,000 conventional loan
Auditor's File # Parcel #	202309130310 00549700302500
Zoning, features	Was MU, now Flex residential

Comments: All public utilities are available to this corner property. Topography is level on grade. Site has sidewalks and fronts an alley. Costar notes a daily traffic count of 9,838 in 2022.

Confirmed with CBA, Costar, Realist, deed, excise tax, city and county websites.

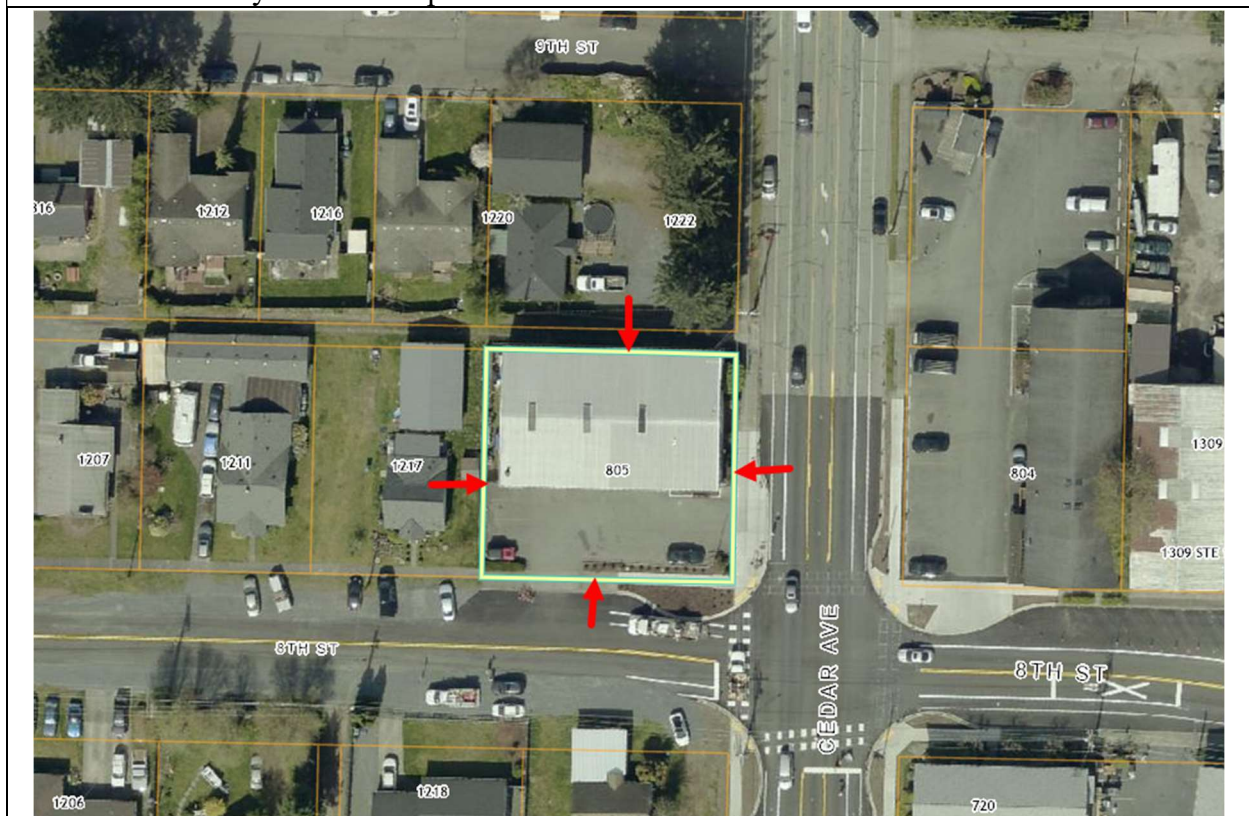
No other market sale found in the past 10 years and no listing.

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Additional Comparable 5 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Sold, Comparable 6 – 1060 Cedar Ave, Marysville, WA

Left: My photos taken 6/4/2024.

Right: CBA photo, Costar photo below



Looking E from Cedar Ave



Looking E from Cedar Ave



Buyer	Ten Sixty Cedar LLC, Laura Butner, Registered Agent
Seller	Bernardus Van Dam
List Price	Not listed
Sale Price & Date, Deed	\$1,430,000, 1/13/2024, Statutory Warranty Deed
Site Size	16,988 SF
Buildings	1.5 story retail store
Building age, total size	1996, 6,868 SF
Financing	\$1,420,000 seller financing
Auditor's File # Parcel #	202401310318 00585600300702
Zoning, features	Was MU, now Flex residential, backs up to same railroad tracks

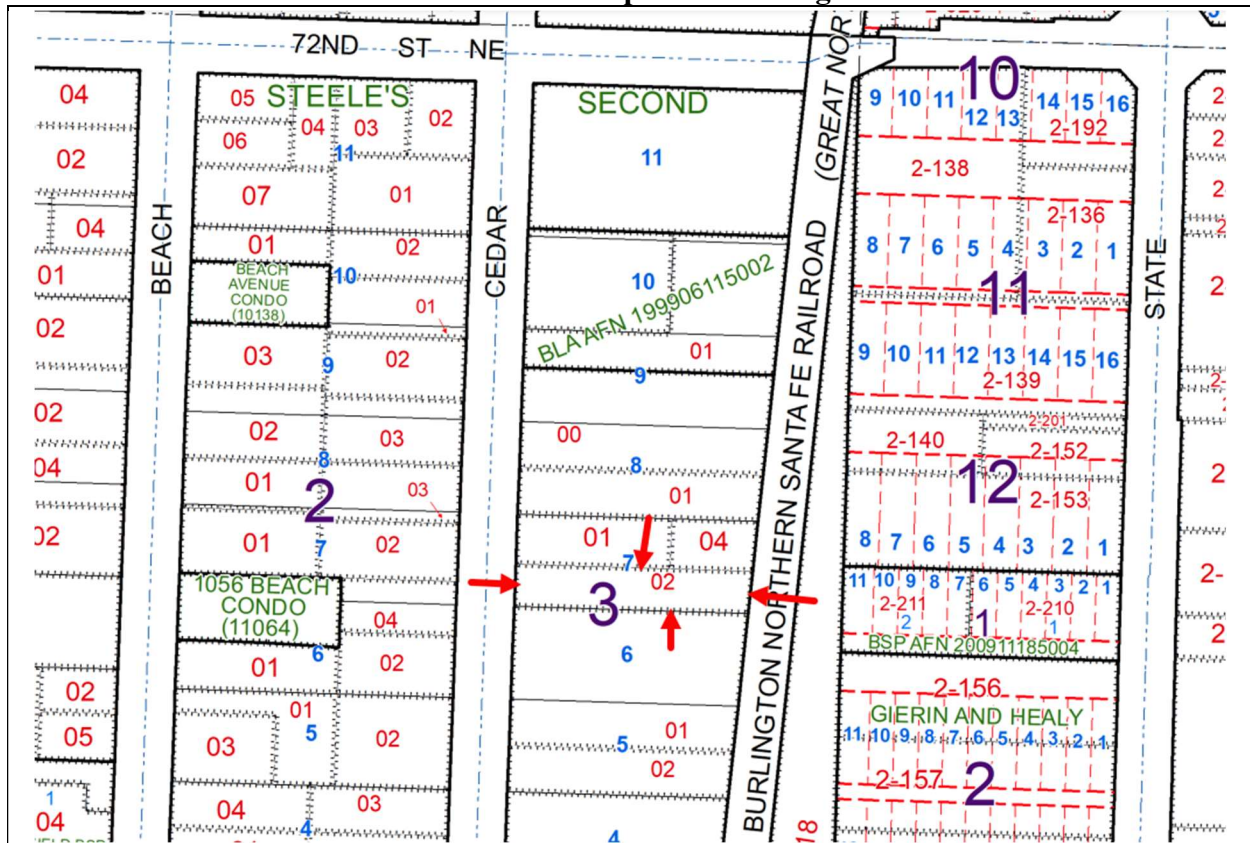
Comments: All public utilities are available to this property. Topography is level on grade. Narrow site with sidewalks has asphalt parking and driveway to rear of the building. Costar notes a daily traffic count of 9,838 in 2022.

Confirmed with Costar, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

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Additional Comparable 6 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

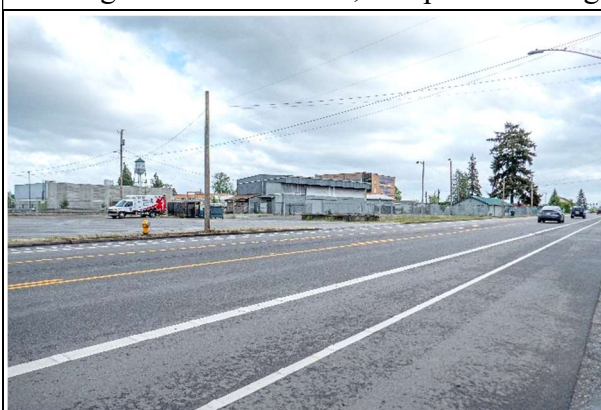
Sold, Comparable 7 – 606 Cedar Ave, Marysville, WA

Left: My photos taken 6/4/2024.

Right: CBA photos



Looking NE on Cedar Ave, comp is on the right



Looking SE on Cedar Ave, comp is on the left



Buyer	MLC Reload LLC
Seller	Buse Lumber Reload LLC
List Price	No listing found
Sale Price & Date, Deed	\$2,000,000, 6/16/2023, Special Warranty Deed
Site Size	57,259 SF
Buildings	Retail building close to the sidewalk, pole building, industrial
Building age, total size	1930, 1,746SF retail/office& 754 SF pole. 1965, 2,844 SF warehouse
Financing	Likely cash
Auditor's File # Parcel #	202306160117 00518500200700, 00576200(100600, 600900, 600700)
Zoning, features	Was GC, now Flex

Comments: This is the property my client purchased. The subject alley and 5th Street adjoin this property. All public utilities are available to this property. Topography starts on grade and is mostly level. Site has sidewalks and fronts an alley. Costar notes a daily traffic count of 9,838 in 2022.

Confirmed with Costar, CBA, Realist, deed, excise tax, city and county websites. Two northerly tax parcels (00518500200700 and 00576200100600) had a prior sale for \$1,045,000 in April 2018. No other market sale found in the past 10 years and no listing.

Additional Comparable 7 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Sold, Comparable 8 – 1098 Cedar Ave, Marysville, WA

Left: My photos taken 6/4/2024.

Right: NWMLS photos 9/15/2023



Looking SE, this property is the far corner



Looking E from Cedar Ave



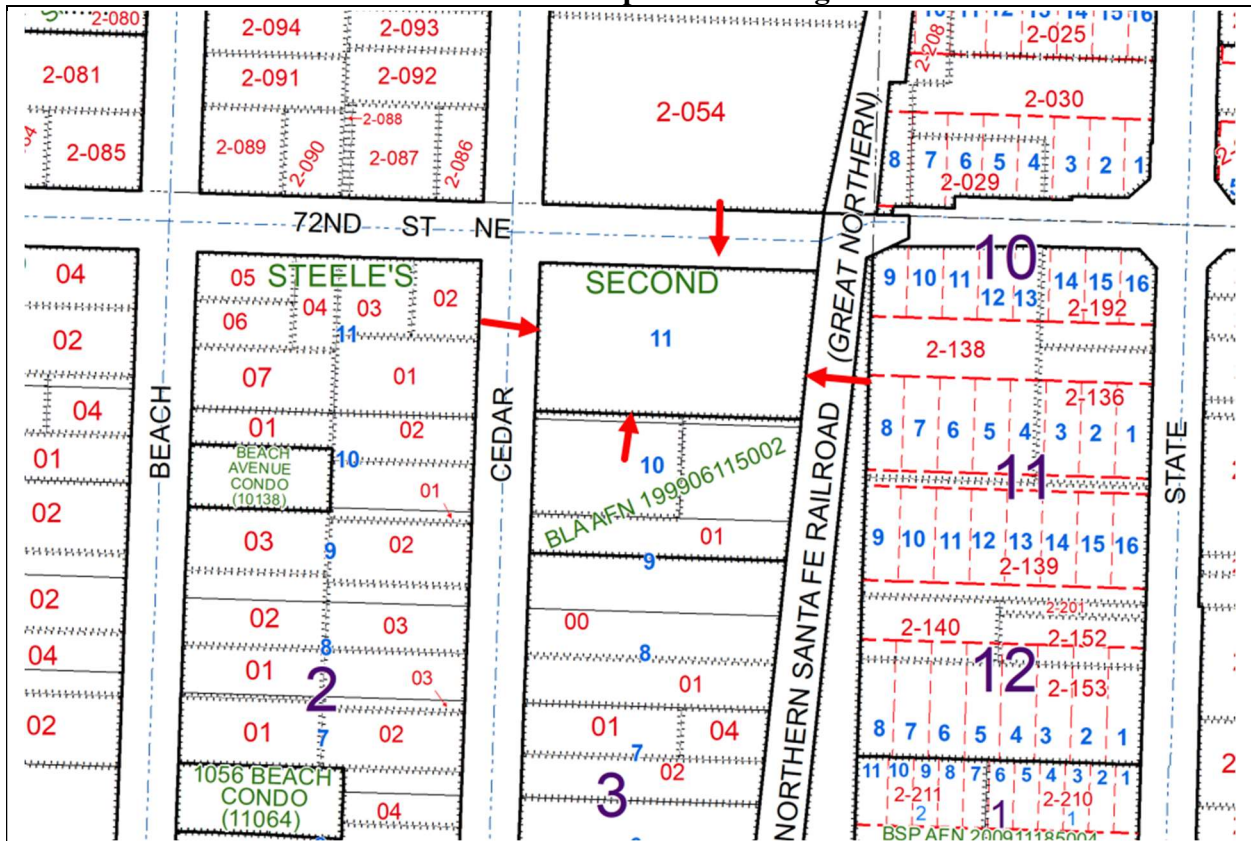
Buyer	Housing Authority of Snohomish County
Seller	Nelson Partners LLC
List Price	\$1,995,000 on 9/15/2023
Sale Price & Date, Deed	\$1,500,000, 2/16/2024, Statutory Warranty Deed
Site Size	72,387 SF
Buildings	None
Building age, total size	N/A
Financing	Cash
Auditor's File # Parcel #	202402160180 00585600301100
Zoning, features	Flex residential, backs up to the same railroad tracks

Comments: All public utilities are available to this property. Topography starts on grade then slopes up to the east a few feet. Corner site has sidewalks. Costar notes a daily traffic count of 9,838 in 2022 on Cedar Ave. Traffic on 72nd St NE was reported as 6,201 in 2022. Total daily traffic is 16,039.

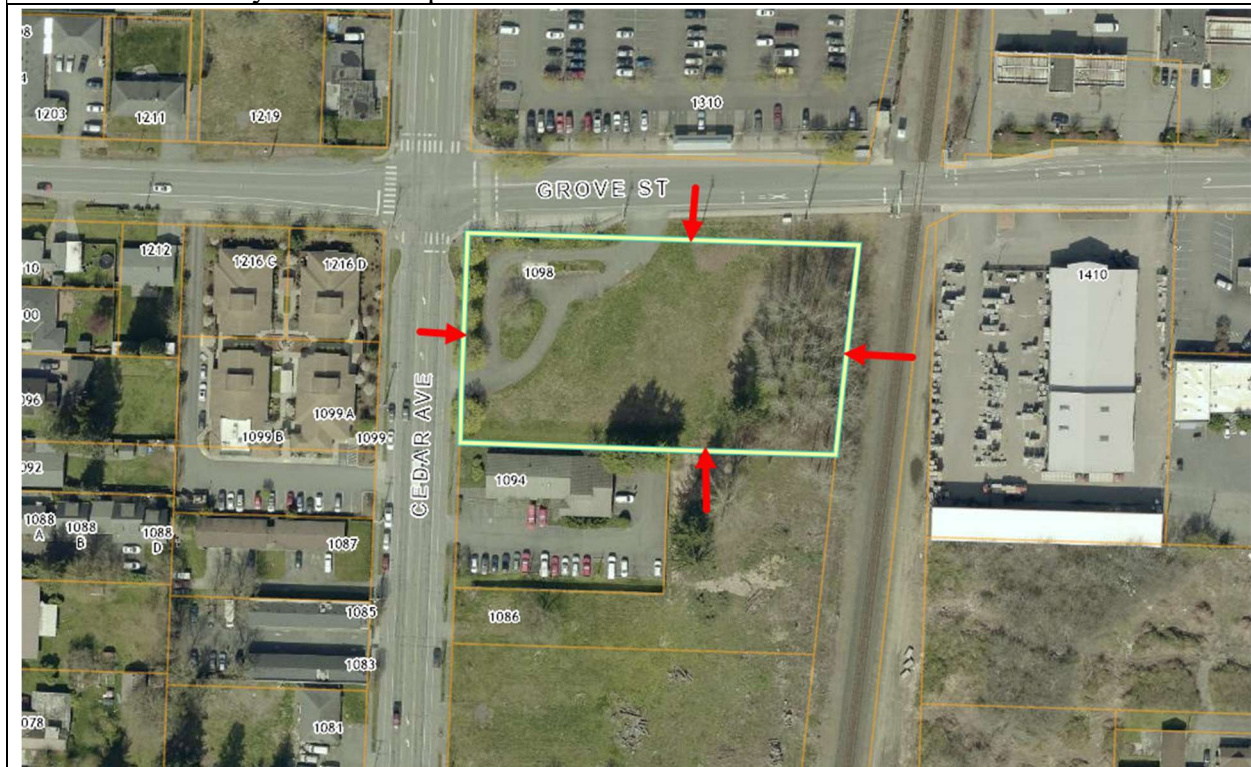
Listing # 2162623 in the NWMLS. Listing brokers Debbie Barger Smith, Windermere RE 425-356-9177 and James Rowley, Windermere RE 360-653-2509. Confirmed with NWMLS, Costar, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 8 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Sold, Comparable 9 – 1086 Cedar Ave, Marysville, WA

Left: My photos taken 6/4/2024.

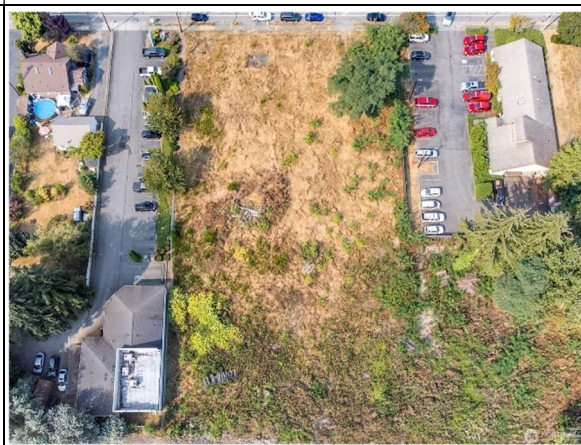
Right: NWMLS photos 7/20/2023



Looking SE from Cedar Ave



Looking E from Cedar Ave



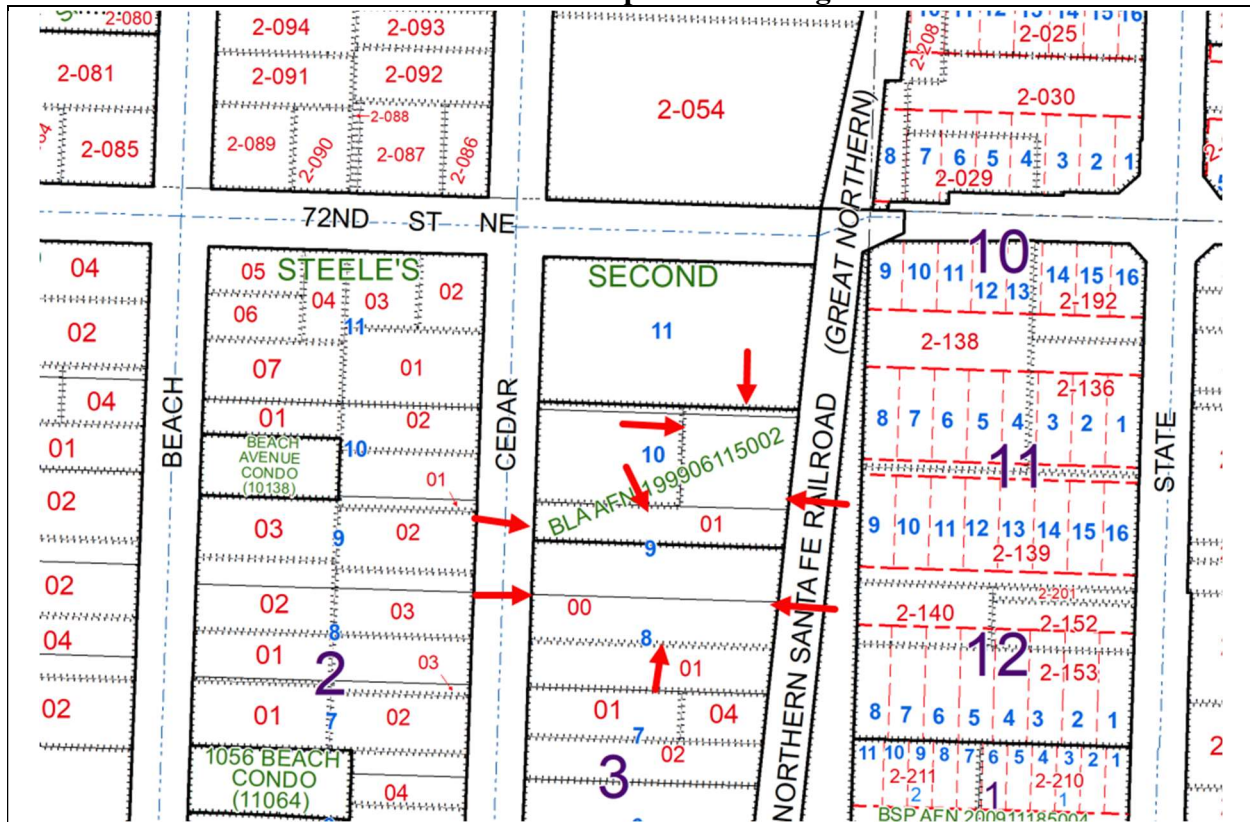
Buyer	Housing Authority of Snohomish County
Seller	Mark Robertson and Terry Robertson
List Price	\$1,898,000 on 7/20/2023
Sale Price & Date, Deed	\$1,500,000, 2/15/2024, Bargain and Sale Deed
Site Size	76,766 SF
Buildings	None.
Building age, total size	N/A
Financing	Cash
Auditor's File # Parcel #	202402150165 00585600300901 and 00585600300800
Zoning, features	Was MU, now Flex residential, backs up to the same railroad tracks

Comments: All public utilities are available to this property. Topography starts on grade then slopes up to the east a few feet. Mid-block site has sidewalks. Costar notes a daily traffic count of 9,838 in 2022.

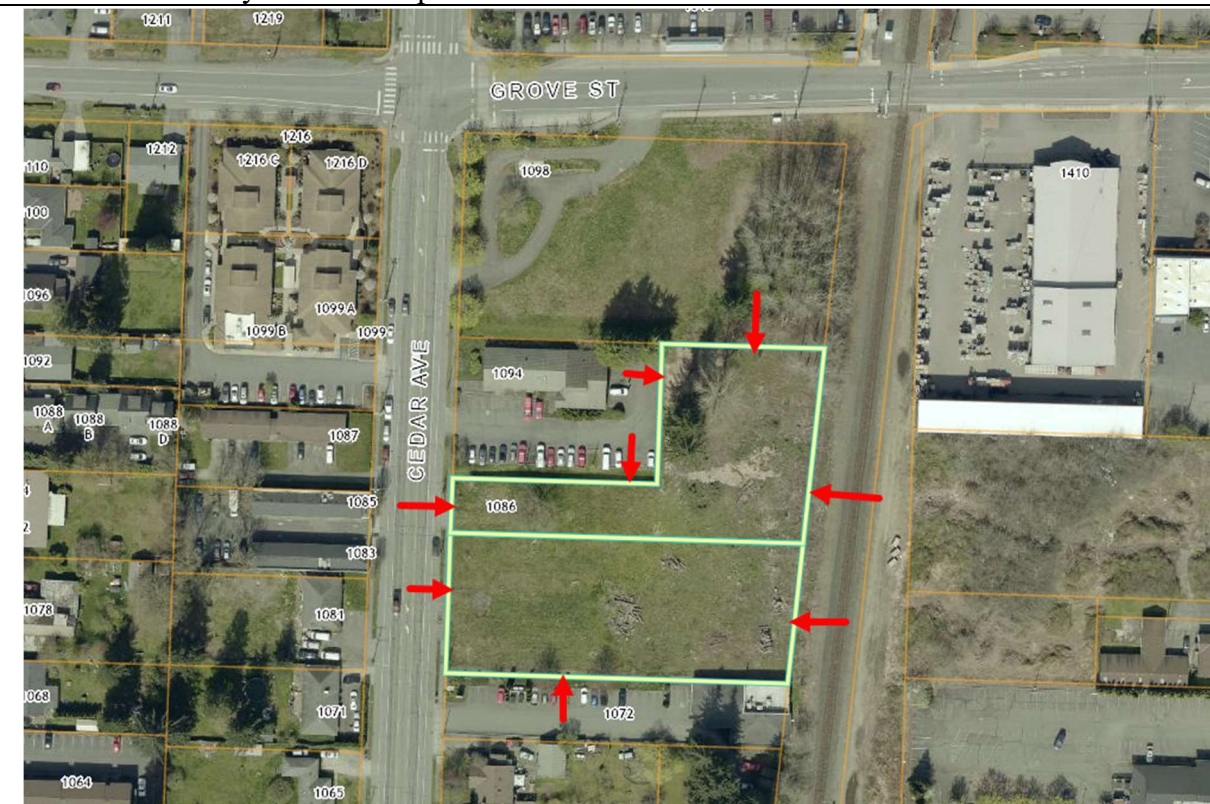
Listing # 2141344 in the NWMLS. Listing brokers David Maider, Windermere RE 206-227-9493 and Lauren Hendricks, Windermere RE 206-999-9161. Confirmed with NWMLS, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 9 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Subtotal* Adjustment grid for Comparables 1 to 5

SUBTOTAL ADJUSTMENT GRID FOR LAND COMPARABLES USING PRICE PER SF - 1 to 5, of 9											
	Subject 5XX Cedar Ave Marysville	Comp. No. 1 SOLD 514 Ash Ave Marysville	Comp. No. 2, SOLD 1094 State Ave Marysville	Comp. No. 3 SOLD 515 Cedar Ave Marysville	Comp. No. 4 SOLD 104 Beach Ave Marysville	Comp. No. 5, SOLD 805 Cedar Ave Marysville					
List Price per SF of usable site			\$100.88	not listed			\$59.23	not listed		not listed	
List Price to Sale Price Discount		-6%	\$6.30			2%	(\$1.45)				
Sale Price per SF of usable site			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
		Description	Adjust- ment	Description	Adjust- ment	Description	Adjust- ment	Description	Adjust- ment	Description	Adjust- ment
Real Property rights conveyed	Fee Simple	Fee simple	\$0.00	Fee simple	\$0.00	Fee simple	\$0.00	Fee simple	\$0.00	Fee simple	\$0.00
Adjusted price			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
Financing		seller financing	\$0.00	Conventional	\$0.00	FHA	\$0.00	private party	\$0.00	Conventional	\$0.00
Adjusted price			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
Conditions of sale		Typical	\$0.00	Not listed	\$0.00	Typical	\$0.00	Not listed	\$0.00	Not listed	\$0.00
Adjusted price			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
Expenditures after purchase		none known	\$0.00	none known	\$0.00	none known	\$0.00	none known	\$0.00	none known	\$0.00
Adjusted price			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
Recorded Sale Date	6/4/2024	4/8/2022,		7/17/2023		10/27/2023,		12/30/2022,		9/13/2023,	
adjustment months x %	date of value	26 x 0%=0%	\$0.00	11x 0%=0%	\$0.00	8x 0%=0%	\$0.00	18x 0%=0%	\$0.00	9x 0%=0%	\$0.00
SubTotal Adjusted Price			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
Location, daily traffic count (000s)	Urban/Avg, 10K	Urban/ Avg, 8K		Urban/ Avg, 17K		Urban/ Avg, 10K		Urban/ Avg, 2K		Urban/ Avg, 12K	
adjustment %		0%	\$0.00	-1%~	(\$1.00)	0%	\$0.00	+5%~	\$1.00	0%	\$0.00
View	no significant	no significant	\$0.00	no significant	\$0.00	no significant	\$0.00	no significant	\$0.00	no significant	\$0.00
Shape adjustment %	modified rectangles	irregular, ~ +1%	\$1.00	rectangle 0%	\$0.00	rectangle 0%	\$0.00	rectangle 0%	\$0.00	rectangle 0%	\$0.00
Topography, corner or alley adjustment %	level, no	level, corner	\$0.00	level, no	\$0.00	gentle, alley	\$0.00	level, both	\$0.00	level, both	\$0.00
Utilities	all public	all public	\$0.00	all public	\$0.00	all public	\$0.00	all public	\$0.00	all public	\$0.00
Zoning	Flex	Flex	\$0.00	Downtown core	\$0.00	Flex Res.	\$0.00	Flex Res.	\$0.00	Flex Res.	\$0.00
Site size (SF)	add 5,634	2,178		3,348		5,227		7,200		10,454	
Site front feet	add 75'	154'	(\$0.50)	26'	\$1.00	60'	\$0.00	180'	(\$0.50)	205'	(\$0.50)
Improvements -	none	building value already removed from sale price	\$0.00	building value already removed from sale price	\$0.00	building value already removed from sale price	\$0.00	building value already removed from sale price	\$0.00	building value already removed from sale price	\$0.00
Remaining adjustment			\$0.50		\$0.00		\$0.00		\$0.50		(\$0.50)
Indicated price per SF of usable			\$95.08		\$72.72		\$60.68		\$25.02		\$34.33
% Overall Net Adjustment			1%		0%		0%		2%		-1%
% Overall Gross Adjustment			2%		3%		0%		6%		1%

Subtotal Adjustment grid for Comparables 6 to 9

SUBTOTAL ADJUSTMENT GRID FOR LAND COMPARABLES USING PRICE PER SF - 6 to 9, of 9									
	Subject 5XX Cedar Ave Marysville	Comp. No. 6 SOLD 1060 Cedar Ave Marysville	Comp. No. 7, SOLD 606 Cedar Ave Marysville	Comp. No. 8 SOLD 1098 Cedar Ave Marysville	Comp. No. 9 SOLD 1086 Cedar Ave Marysville				
List Price per SF of usable site		not listed		not listed		\$27.56		\$24.72	
List Price to Sale Price Discount					-25%	\$6.84	-21%	\$5.18	
Sale Price per SF of usable site			\$23.04	\$31.17		\$20.72		\$19.54	
		Description	Adjust- ment	Description	Adjust- ment	Description	Adjust- ment	Description	Adjust- ment
Real Property rights conveyed	Fee Simple	Fee simple	\$0.00	Fee simple	\$0.00	Fee simple	\$0.00	Fee simple	\$0.00
Adjusted price			\$23.04		\$31.17		\$20.72		\$19.54
Financing		seller financing	\$0.00	Cash	\$0.00	Cash	\$0.00	Cash	\$0.00
Adjusted price			\$23.04		\$31.17		\$20.72		\$19.54
Conditions of sale		Not listed	\$0.00	Not listed	\$0.00	Typical	\$0.00	Typical	\$0.00
Adjusted price			\$23.04		\$31.17		\$20.72		\$19.54
Expenditures after purchase		none known	\$0.00	none known	\$0.00	none known	\$0.00	none known	\$0.00
Adjusted price			\$23.04		\$31.17		\$20.72		\$19.54
Recorded Sale Date	6/4/2024	1/13/2024		6/20/2023		2/16/2024		2/15/2024	
adjustment months x %	date of value	5 x 0%=0%	\$0.00	12x 0%=0%	\$0.00	4x 0%=0%	\$0.00	4x 0%=0%	\$0.00
SubTotal Adjusted Price			\$23.04		\$31.17		\$20.72		\$19.54
Location, daily traffic count (000s) adjustment %	Urban/Avg, 10K	Urban/ Avg, 10K 0%	\$0.00	Urban/ Avg, 10K 0%	\$0.00	Urban/ Avg, 16K 0%	\$0.00	Urban/ Avg, 10K 0%	\$0.00
View	no significant	no significant	\$0.00	no significant	\$0.00	no significant	\$0.00	no significant	\$0.00
Shape adjustment %	modified rectangles	rectangle 0%	\$0.00	irregular 0%	\$0.50	rectangle 0%	\$0.00	irregular 0%	\$0.00
Topography, corner or alley adjustment %	level, no	level, no	\$0.00	level, alley	\$0.00	gentle, corner	\$0.00	level, no	\$0.00
Utilities	all public	all public	\$0.00	all public	\$0.00	all public	\$0.00	all public	\$0.00
Zoning	Flex	Flex Res.	\$0.00	Flex	\$0.00	Flex Res.	\$0.00	Flex Res.	\$0.00
Site size (SF)	add 5,634	16,988		57,259		72,766		76,766	
Site front feet	add 75'	55'	\$0.00	615'	(\$1.00)	543'	(\$1.00)	180'	(\$0.50)
Improvements -	none	building value already removed from sale price	\$0.00	building value already removed from sale price	\$0.00	none	\$0.00	none	\$0.00
Remaining adjustment			\$0.00		(\$0.50)		(\$1.00)		(\$0.50)
Indicated price per SF of usable			\$23.04		\$30.67		\$19.72		\$19.04
% Overall Net Adjustment			0%		-2%		-5%		-3%
% Overall Gross Adjustment			0%		5%		5%		3%

Preceding grids show the adjustments made to each comparable's price per SF of site. The comparables are compared to the subject by making adjustments for variations in transaction features and various physical characteristics. Adjustments should not be interpreted as being absolute, but rather are included for illustrative purposes, and reflect an attempt to systematize the comparison of the subject and comparables.

When the comparable has a superior feature, as compared to the subject, a negative adjustment is made to the comparable's price per square foot. When the comparable has an inferior feature as compared to the subject, a positive adjustment is made to the comparable's sale price per square foot. Market conditions adjustment brings the comparables up to the date of valuation for the subject. After adjustments, each of the comparables provide an indicated subtotal price per SF of site area, with no site size adjustments made, to be used to value the subject using regression analysis.

SUPPORT FOR ADJUSTMENTS

Transactional Adjustments

- ◆ Sales appear to represent the fee simple estate. No adjustments for differing property rights are necessary.
- ◆ Closed comparables were purchased with cash, conventional, or private financing. Sometimes favorable private or seller financing can inflate the sale price. I have no evidence this occurred with these comparables. No adjustments are needed for untypical financing.
- ◆ Comparables involved typical buyers and sellers in this market. To my knowledge the sales were arm's length transactions. The data does not show that listed properties sold for a premium over those not listed. No adjustments were made for unusual sale conditions.
- ◆ Sale prices were not lowered to reflect repairs to be made by the buyer immediately after the purchase.
- ◆ The adjustment for changing market conditions is made for at the rate of 0% per month. A detailed analysis was made earlier in the report that showed minimal price per SF changes occurred for commercial properties in Marysville over the past 18+- months.

Property Adjustments

Remaining adjustments consider differences in location, physical characteristics, economic characteristics, use, and non-realty components (if any).

- ◆ Location adjustments were based on average daily traffic counts, and are only made to Comparable 2 with the highest traffic count on State Ave, and to Comparable 4 with the lowest traffic count on Beach Ave/ 1st St.
- ◆ Small shape adjustment of ~ +1% was made for Comparable 1, due to its narrow triangular shape. It is easier to place buildings efficiently on a more rectangular site.
- ◆ Corner sites and sites with alleys often sell at a higher price per square foot. The comparables used in this appraisal did not show this effect and no corner or alley adjustments were made. All of the properties had similar topography.
- ◆ No adjustment was made for variations in site sizes. Instead, the adjustment grid results in a subtotal price per SF of usable site area from each comparable. I left the influence of site size differences to a more precise process using regression analysis. Small sites have many potential

buyers and bid up the price paid per SF. Large sites have few potential buyers, buyers know this and offer to buy at lower prices per SF. Another reason large sites sell for less per SF is they have longer construction times due to larger buildings. This added carrying costs is factored in by paying less per SF for the site.

- ♦ Minor adjustments for comparables with smaller or larger relative amounts of front feet were made. Larger frontages allow for more visibility of any commercial building on the site.

SUBTOTAL SUMMARY AND ANALYSIS USING REGRESSION

Without making an adjustment for site size, the nine sold comparables support the following prices per SF: \$95.58, \$72.72, \$60.68, \$25.02, \$34.33, \$23.04, \$30.67, \$19.72 and \$19.04. These subtotal figures are for useable sites that do not have easements with street utilities running through their lots. The value of the subject's added 5,634 SF is the difference of my client's property at 57,259 SF and my client's property with 62,893 SF that includes the added 5,634 SF for the alley and 5th street.

On the next page I created an Excel chart using these nine adjusted subtotal prices per SF and their site sizes. After the chart was created, I had Excel add a regression trendline.

Site size	Price/ Square Foot
2,178	\$95.02
3,348	\$72.72
5,227	\$60.68
7,200	\$25.02
10,454	\$34.33
16,988	\$23.04
57,259	\$30.67
72,387	\$19.72
76,766	\$19.04

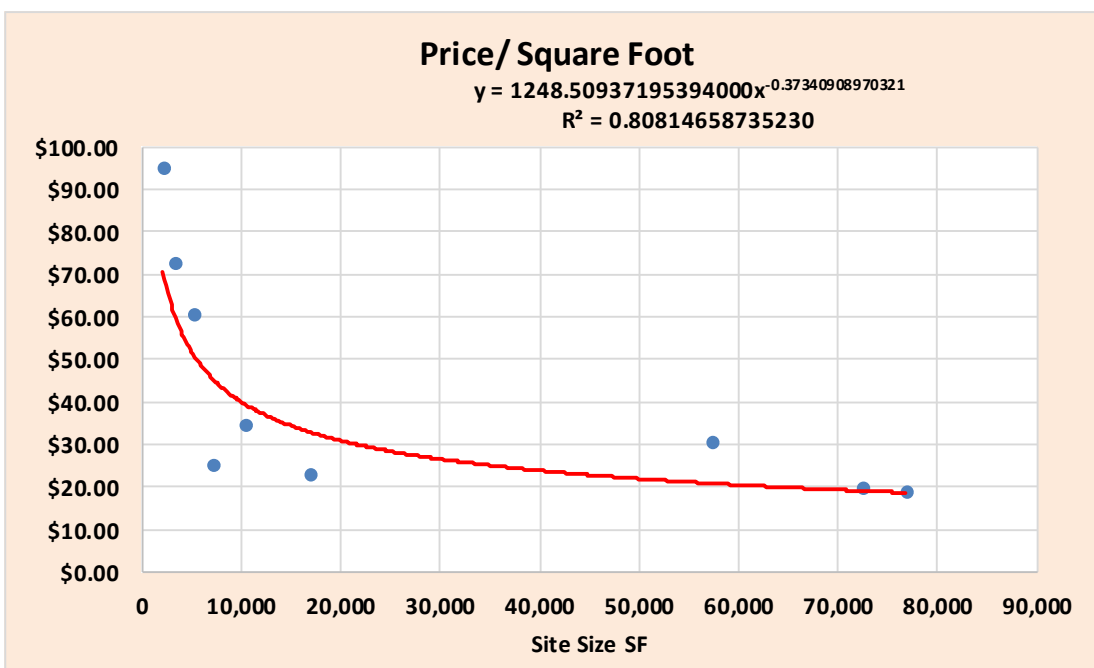
I typically use the regression equation that results in the best fit of the trendline to the data points. In this case, the power equation resulted in a strong fit with R^2 (the coefficient of determination) being 0.8081+. The trendline equation predicts the sale price per SF for a given site size with 80.81% accuracy.

Below the chart I show the regression formula and insert the subject's two site sizes of 57,259 SF (as purchased by my client) and 62,893 (as purchased plus the alley and 5th Street) in for x in the equation.

The equation predicts a market price per SF for the subject's as purchased site size at \$20.88189 and a total market value of \$1,195,676.

The equation predicts a market price per SF for the subject's as purchased site size plus the alley and 5th Street at \$20.16276 and a total market value of \$1,268,097.

The difference between these two is \$72,421, rounded to \$72,000, the contributory value of the subject property: the alley and 5th Street.



Site SF $y = 1248.50937195394000x^{-0.37340908970321}$
 57,259 \$20.88189
 62,893 \$20.16276

Value
\$1,195,676 as purchased
\$1,268,097 with alley & 5th Street
\$72,421 Value of alley & 5th Street
\$72,000 Rounded

SUMMARY AND CONCLUSION OF THE SALES COMPARISON APPROACH

Estimated values are derived from nine nearby sales of similar zoned land with a variety of site sizes. Several back up to the same railroad tracks as the subject. For the improved properties I subtracted the contributory value of the improvements using a ratio derived from the assessor's ratio of land to total assessed value. Multiplying this land ratio to the sale price effectively removes the improvement value for analysis purposes. Based on the above analysis and discussion, fee simple value of the subject alley and 5th Street is \$72,000 by the sales comparison approach.

Comparable 7 is the recent purchase by my client of the property adjoining the alley and 5th Street. In the table titled Summary of Land Comparables, the contributory value of the land was estimated using assessor's land to total assessed value ratio. It estimated a contributory land value of \$1,784,858. This is considerably higher than the \$1,195,676 predicted by the regression equation. A likely reason for some of this discrepancy is that my client considered the improvements to have more value than the assessor's improvement value of \$148,900 or the \$215,142 portion of the sales price estimated as the contributory value of the improvements. My client noted they will continue using the property as a lumber yard.

On the above excel chart, Comparable 7's subtotal price per square foot is above the regression line. Comparables 4 and 6 prices per square foot are a similar distance below the regression line.

Using 9 sales of commercial land helps to support a trendline with good market support. The subject alley and 5th Street are being valued as the difference between the two predicted prices to extract the marginal value from adding 5,634 SF on to my client's existing property.

Reconciliation and Final Opinion of Value

The final value for the subject property is arrived at by weighting each of the indicated values from the approaches used.

The cost approach was considered but not applied. The subject alley and 5th Street are vacant. Completing this approach is not needed to arrive at credible assignment results.

The sales comparison approach is used exclusively to value the subject. Perfect comparables would have been what other property owners paid for adjoining alleys and streets. I did not find any recent sales of portions of alleys or streets. It could incorrectly be argued that the sale of small commercial sites could be used directly to value the subject. Small commercial sites are part of existing subdivided lots that were designed to support buildings. Lots in a subdivision placed utility easements outside the building envelope, typically along a street frontage or along another lot line. Subject alley and 5th Street have city owned utility easements running through them; improvements built over these easements would be at risk of removal if the city needed to dig up an easement for repairs or enhancements. The analysis used in this appraisal calculates market value as the marginal contributory value of \$72,000 of the subject alley and 5th street, to the site purchased by my client.

The comparables bracket various features of the subject property. Comparables are considered reliable value indicators to extract the marginal contributory value for the subject alley and 5th street. In this report the sales comparison approach was given all the weight in arriving at the final opinion of value.

The income approach was considered but not applied. Subject alley and 5th Street do not have a rental history. Completing this approach is not needed to arrive at credible assignment results.

Final opinion of market value for the subject added 5,634 SF, on June 4, 2024, is:

\$72,000

Estimated Exposure Time

The subject is expected to have had a 5-month exposure time. This is the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Four comparables were listed and had the following exposure times: 185, 239, 154, and 210 days, or 6.2, 8.0, 5.1, and 7.0 months. These were properties located on typical buildable land without easements running through them. I used the lower end of this range as it allows for an adequate negotiation time frame and closing period for the subject alley and 5th Street.

Estimated Marketing Time

Marketing time from the four comparables that were listed ranged from 87 days to 194 days. These were properties located on typical buildable land without easements running through them; potential buyers were extensive. Subject alley and 5th Street would normally be offered for purchase to

the adjoining property owner(s). This is not a typical property as it has a limited number of users. A marketing time of 3 months for the subject is reasonable. This is the marketing time considered to take place going forward from the appraisal date to negotiate with the most likely buyer.

Deductions and Discounts

No deductions or discounts are necessary for this property. The value provided is an ‘as is’ value for the fee simple interest.

Privacy Policy

I do not release any personal confidential information to third parties, other than required by law.

Addenda Items

APPRAISAL CONTRACT – 1 page

APPRAISER'S QUALIFICATIONS – 5 pages

APPRAISAL CONTRACT – 1 PAGE

PROFESSIONAL SERVICES AGREEMENT

This agreement is between Ben Powell (client), and Campos Appraisals, Inc. (appraiser).

Client and Appraiser agree on an appraisal of real estate as follows:

1. The subject property is comprised of two halves of an alley north of tax parcel 00576200600700, and the north half of 5th Street south of the same tax parcel. It is portions of public rights-of-way adjoining your property that you are purchasing from the City of Marysville. There are no tax parcel numbers and no addresses for these portions of land. There are no assessor records for these vacant portions of public rights-of-way. Legal descriptions for these land areas, provided by the client, are included with this contract.

2. The problem to be solved is to provide an opinion of market value for the subject property. Market Value is defined in Washington Administrative Code WAC 458-07-030. Appraisal will be used by the client for decision making purposes and negotiations with the City of Marysville. Any increase in the scope of the assignment, such as reviewing another appraiser's report or providing additional values as of another date, will require an additional fee.

3. Appraiser agrees to exercise independent judgment and to complete the assignment in accordance with the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute and Washington State laws.

4. The estimated completion time for the report will be May 3, 2024. The client will be notified at completion and final payment will be made. Once the final payment is received a PDF electronic copy will be provided. Paper copies are available at \$25 a copy.

5. The fee for professional services of \$4,800 USD will include a written Appraisal Report.

*This is a fixed fee with no additional cost unless the scope of the assignment is increased.

*Payment for appraisal services will require a retainer of at least \$2,400 paid in advance and the remaining balance, if any, upon completion. Court testimony, depositions, or appearance at any mediation, arbitration or tax appeal hearing will be charged separately at the rate of \$350 per hour with a two-hour minimum plus travel and parking expenses.

Payment of the fee is not contingent upon client agreeing with the opinion of value. Appraiser will consider and respond quickly to any new information revealed during the review process.

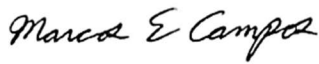
6. The client and appraiser agree that the above sets forth fairly the agreement between them this 23rd day of April, 2024. With receipt of a copy of this agreement signed by the client and payment of the retainer, work will be authorized to proceed.

Thank you for the opportunity to be of service.

CLIENT: 

4/29/24

Campos Appraisals, Inc.
3425 228th St SW, Brier, WA 98036-8270



Marcos E. Campos, MAI, SRA
General Certified Real Estate Appraiser
#1100850, marc@camposabb.com, TID 91-1478048
work 425-775-1750, fax 425-670-2553, cell 206-992-7761

APPRAISER'S QUALIFICATIONS – 5 PAGES

Page 1 of 5

MARCOS E. CAMPOS

EDUCATION:

Graduate of Stanford University in California with a Bachelor of Science degree in Industrial Engineering. (1983)
Stanford University Honorary Alumni of the Department of Management Science and Engineering. (2003)

EXPERIENCE:

-Co-Owner and now owner of Campos Appraisals from January 1, 1989 to present. Incorporated in 1990.
-Full time real estate appraiser associated with Cascade West Appraisal Service, Inc. from 7-1983 to 12-31-1988.
-Related work experience during college years included: Residential and commercial construction, remodeling, plumbing & heating.

PROFESSIONAL DESIGNATIONS:

Since December 1992 - MAI, commercial designation issued by the Appraisal Institute.
Since December 1990 - Senior Real Property Appraiser (SRPA) supported by the Appraisal Institute.
Since August 1987 - SRA, residential designation issued by the Appraisal Institute.
I have completed the requirements for Designated Members of the continuing education program of the Appraisal Institute until 12-31-2027.

STATE CERTIFICATION:

I am a State-Certified General Real Estate Appraiser. # 1100850. Issue Date is 5-31-91. Expiration Date is 4-30-25.

PROFESSIONAL TRAINING AND AFFILIATIONS:

* Appraisal Institute (AI) - SREA and AIREA merged in 1991

Education:

Advanced Land Valuation: Sound Solutions to Perplexing Problems – took course and passed 6-8-2021, 7 hours
Comparative Analysis – took course and passed 4-12-2021, 7 hours
Advanced Concepts & Case Studies – took course and passed 7-23 to 7-30-2014, 38 hours
Advanced Market Analysis and Highest and Best Use – took course and passed 4-28 to 5-14-2014, 35 hours
General Appraiser Market Analysis and Highest & Best Use – took course and passed 3-10 to 13-2014, 30 hours
Advanced Income Capitalization – took course and passed 3-3 to 7-2014, 33 hours
Quantitative Analysis – took course and passed 12-3 to 9-2013, 35 hours
Course 430BDM - Appraisal Curriculum Overview (2-day general), 11-4 & 5- 2010, 15 hours
USPAP by AI 3-05, 3-07, 4-09; taught the class ~26 times through 5-20, 7 hours each
Course 430 - Standards of Professional Practice, Part C - 9-97 & 11-00, 15 hrs, 6-07, 8 hrs
Course 330 - Apartment Appraisals: Concepts and Applications- took course and passed 11/99, 16 hours
Organized the RM - SRA Sample Residential Appraisal Notebook - summer 1992
Passed the MAI Experience Review Process - July 1992
Passed Standards of Professional Practice, Part B - April 1992
Passed the MAI Comprehensive Exam - February 1992
Organized the "Appraisal Regulation" seminar by the Seattle Chapter - February 1992
Organized RM - SRA Designated Members Meetings for the Seattle Chapter.

Region & National:

Region 1 National Nominating Committee for 2017
Chair of local investigative committee 2012
Region 1 nominating committee Chair in 2008
Chair and Vice Chair Region 1 and member of national Board of Directors, 2005 through 12-31-2007
One of five people that ran for the national Vice President position during 2007
Committees: Finance, Chapter National Region Project Team, Education Macro Vision Topic Work Group, 2005-2007
National experience review screener
Region 1 representative on the national AI Residential Council (set SRA designation standards), 2003-2004
Member Region 1 Nomination Committee

Leadership in the Seattle Chapter:

2016 and 2012- Member of Nomination Committee
2009- Chair of Technology Committee, Member of Nomination Committee
2005- Chair Residential Associate Member Guidance committee
2004- Appraiser of the Year, Chair residential Associate Member Guidance committee
2003- Served on ethics case, chair of endowment fund, developed & presented a 7 hour seminar
2002- Chair Nomination & Long Range Planning Committees, served on an Ethics Committee
2001- President, 2000- Vice President, 1999- Treasurer
1998- Regional Representative

– Continued –

1997- Chairman of the YAC Committee, worked on a seminar, served on Ethics & Experience Review Committees
 1996- Director, Conducted MAI Experience Reviews, Regional Ethics and Counseling Panel
 1995- Director, Membership Services, Experience Review Committees
 1994- Director, Nomination, Endowment, Education, Membership Services, & Experience Review Committees
 1993- Nominating Committee, Chairman of the Young Advisory Council (YAC) Selection Committee
 1992- Nominating Committee, Regional Representative, Residential Coordinator, YAC in New Orleans, LA 3-1992
 1991- Regional Representative, Residential Coordinator
 Served on Chapter Trial Committees for Ethics Violations Cases
 National Committee Member of the Residential and General Experience Review Panel

Publications:

"Significant Changes to Cost Handbook" article published in Working RE Magazine - summer 2008
 "Rising Prices in a Declining Market" article published in online Premium Content of Working RE Magazine – 3-2008
 "No, I Won't Back Down" article published in Working RE Magazine - October 2002
 Contributor to the local chapter newsletter

*** SOCIETY OF REAL ESTATE APPRAISERS (SREA) PRE 1991:**

Passing grade on Income Property Demonstration Report 1990 & Residential Demonstration Report in 1987, member
Education:

Course 202 - Applied Income Property Valuation - challenged & passed
 Course 201 - Appraising Income Property - passed
 Course 102 - Applied Residential Property Valuation
 Course 101- Intro to Appraising Real Property - took courses & passed
 Professional Practice and Code of Ethics by the SREA - 15 hour with test - passed (1990).

Leadership:

Elected Treasurer for 1991, Committee member on first joint SREA-AIREA local seminar
 Committee member and secretary of local SREA-AIREA unification steering committee
 Attended the SREA 1990 Young Advisory Council meeting in Florida - March 1990
 Member of the Board of Directors for Seattle Chapter # 20 - 3 years

Publications:

Appraisal Tools Article published in SREA National Magazine - 1990
 Newsletter Editor for Seattle Chapter # 20 - 3 years

*** AMERICAN INSTITUTE OF REAL ESTATE APPRAISERS (AIREA) PRE 1991:**

Education: Capitalization Theory and Technique Part A and Part B - challenged courses and passed.

*** TEACHING**

Appraisal Institute, 7 Hour National USPAP, 11-07; 2,3,10,12-08; 2-09; 2,10-10; 5-11; 3-12; 1,4-16; 1,6,10-17; 1x3,3,5,6-18;
 2x2-19; 1x2-20; 2-23, 1x2; 2-24, 7 hours each
 Appraisal Institute, Appraisal Institute Business Practices & Ethics, 10-08; 2-10; 1-12; 2-13; 1-14; 1-15; 1-17; 1-18; 6-19; 1-20;
 12-22, 1-24, 7 to 6 hours each
 Appraisal Institute, General Appraiser Sales Comparison Approach, 2 & 10-08, 4 & 10-09, 4-11, 3-13, 10-13, 30 hrs each
 Appraisal Institute, General Appraiser Site Valuation and Cost Approach, 9-2009, 3-2011, 30 hours each
 Appraisal Institute, The New Residential Market Conditions Form, 3-18-2009, 3-20-2009, 3-24-2009, 3 hours each
 Appraisal Institute, General Appraiser Income Approach Part II, 8-2008, 30 hours
 AQB Awareness Training for Appraisal Institute Instructors, 5-2007, 2 hours
 Appraisal Institute, Basic Appraisal Procedures, 4-2006 & 2-2007, 30 hours each
 Appraisal Institute, Residential Market Analysis & Highest and Best Use, 4-2007, 15 hours
 Attended AI Instructor Leadership & Development Conferences 10 & 11-04 (16 hrs), 7-06 (17 hrs), and 12-07 (21 hrs)
 North Seattle Community College, 2003 through Fall 2015, RES 125 Real Estate Math, 20 hours each
 North Seattle Community College, spring 2006, RES 185 Residential Site Valuation & Cost Approach, 15 hours
 Passed 15-hour Instructor course, Approved instructor by WA State DOL for real estate agents, from mid 2005 to 2009
 Appraisal Institute approved national instructor, Basic Appraisal Principles, 1-2005 & 9-2005, 30 hours each
 North Seattle Community College, spring 2002, RES 180 Principles of Real Estate Appraisal, 30 hours

*** APPRAISER STATE POLITICS**

Served on Appraisal Instructor Qualifications subcommittee of the WA DOL Real Estate Appraiser Commission
 Attend some Appraisers' Coalition of WA meetings. It represents all WA appraisers concerning legislative matters.
 Have testified at state legislature hearings on bills affecting appraisers
 Attended Washington Dept. of Licensing Real Estate Appraiser Commission meetings
 Served on the Washington Real Estate Appraiser Commission Education Work-group

– Continued –

*** PUBLIC SPEAKING**

Developed & presented 'Appraisals for non-lending assignments', 1.5 hrs, AI Bellevue, 6-2023
 Developed & presented 'Detailed Support for Various Adjustments in Appraisal Reports', 3 hrs, ACOW Tacoma, 8-2018
 Developed & presented 'Analyzing the Highest and Best Use is FUN, Isn't it?', 1.5 hours, AI Tukwila & Mt. Vernon, 4-2017
 Developed & presented 'Valuing partially built properties & fixers', 1.5 hours, AI Seattle, 3-2014
 Developed & presented 'Using Excel to Support Adjustments', 1.5 hours, AI Seattle, 10-2013
 Developed & presented 'How to Determine Difficult Adjustment Factors using Regression', 1 hr, ACOW Tacoma, 8-2013
 Developed & presented 'How to Determine Difficult Adjustment Factors using Regression', 1.5 hours, AI Seattle, 3-2013
 Developed & presented 'Using Excel to Create a Better Appraisal Report', 3 hours, AI Seattle, 11-2012
 Developed & presented 'Market Conditions: Researching, Recognizing, Reporting, Using Excel', 45 min, AI Seattle, 3-12
 Developed & presented Residential Appraising in the USA to a Japanese government delegation, 1.5 hrs, Seattle KC Realtors, 3-2012
 Developed & presented 'Residential: Supporting the Adjustment', 1 hour, AI Seattle, 12-2009
 Developed & presented 'Writing narrative reports', 1 hour seminar, AI Seattle, 3-2008
 Developed & presented Appraising for Dissolution, Residential Trends, Meet the Client, Technology for Appraisers, 6 hrs, AI Seattle, 11-2007
 Developed & presented 'How to measure a house', 45 minute talk, AI Seattle, 4-2007
 Developed & presented part of 'What is a Backyard Worth?', 7 hour seminar, AI Seattle, 4-2006
 Developed & presented 'Case Studies and the Cost Approach- NW Properties', 7 hour seminar, AI Seattle, 4-2006
 Developed & presented part of 'Appraising High Value Homes' 1 & 2, 4 hour seminar, AI Seattle, 10-2005 & 10-2006
 Developed & presented part of 'Appraising High Value Homes', 7 hour seminar, AI national Convention, 7-2005
 Developed & presented a 12 hour seminar on 'Narrative Residential Appraisals', AI Seattle, 9-11 & 25-2004
 1-hour presentation on 'The Income Capitalization Approach Made Simple', AI Seattle, 10-1-2003
 Moderator at ACOW at the Summit V 6 hour seminar, ACOW, 8-22-2003
 Developed & presented a 7 hour seminar on 'What is a Backyard Worth?', AI Seattle, 1-24-2003
 1-hour presentation on 'Sending Appraisals Electronically', ACOW at the Summit seminar, 8-17-2001
 Elected president of the Lynnwood Lunchmasters Toastmasters club for 2001, I am an ATM Bronze
 Moderator & panelist for 'How to Pass A Tough Reviewer When Completing Residential Properties', 2 hrs, AI Seattle, 4-19-00
 Co-speaker for 'Unusual Residential Properties' 2 hour Forum, AI Seattle, 1-19-00
 Moderator at Appraising Complex NW Properties, presented appraising a million+ dollar residential property, AI Seattle, 11-10-98
 1/2 hour presentation on computers, digital cameras & color laser printers at AI seminar, 11-13-97
 3/4 hour presentation on appraising a multi-million dollar residential property at AI seminar, 5-21-97
 Moderator at the April 30, 1997 AI residential seminar in Bellevue, WA titled 'Meet The Clients'
 1/2 hour presentation about 'The Appraisers' Monthly' in Lynnwood, WA, at the Snohomish County NAIFA meeting, 6-95
 1/2 hour seminars on appraising residences from the sellers perspective, John L. Scott Real Estate, Kirkland, 3-7-1994+.
 1/2 hour presentation on Construction Appraising, Seattle Chapter of Professional Mortgage Women, Seattle, 4-15-1993.
 1/2 hour seminar on enhancing computers for appraisers at Regional Conference, Seattle, 7-10-92

*** SEMINARS AND MEETINGS**

Fall Conference by AI (11/2/23, 7 hrs), ASA RP130 Transforming Appraisals with ChatGPT: A Practical Guide, (5/9/23, 1.2 hrs), ACOW 2022 Summer Conference by ACOW (6-16,17-22, 14 hrs), 2019 Annual Conference, by AI (7-23,24-19, 10 hrs), Fall Conference by AI (10/5/18, 7 hrs), 2018 Annual Conference, by AI (7-30,31-18, 9 hrs), Environmental Issues and the Appraisal, by AI (6/21/17, 2 hrs), 2017 Annual Conference, by AI & AI Canada (6-9,10,11-17, 10.5 hrs), Introduction of the Uniform Appraisal Dataset by McKissock (4/10/17, 2 hrs), Fall Conference by AI (10/18/16, 7 hrs), Summer Conference 2016: Day 1, by ACOW (8/18/16, 7hrs), Environmental Risk Management Updates and Best Practices for Lenders and Appraisers, by AI (10-20-15, 2 hrs), The Emerging Marijuana Industry and its Impact on Real Estate, by AI (4-1-15, 7 hrs), Perspectives on Tax Appeals, by AI (10-23-14, 2 hrs), Fall Real Estate Conference 2014, by AI (10-2-14, 7 hrs), Subdivision Seminar, by AI (9-10-14, 4 hrs), Defining Micro Apartments: Projects & Policies, by AI (5-7-14, 2 hrs), All Residential, All Day, by AI (3-25-14, 7 hrs), Fall Real Estate Conference, by AI (10-10-13, 7 hrs), Law and the Appraiser, by AI (5-15-13, 2 hrs), All Residential, All Day, by AI (3-26-13, 7 hrs), The Future of Real Estate Appraisal, by AI (3-6-13, 2 hrs), Fall Real Estate Conference, by AI (11-14-12, 7 hrs), Appraising for Lenders in the New Economy, by AI (10-17-12, 2 hrs), All Residential, All Day, by AI (3-16-12, 7 hrs), State of the Multi-Family Market, by AI (2-15-12, 2 hrs), Fall Real Estate Conference, by AI (10-27-11, 7 hrs), Sustainability & Green Building Trends, by AI (10-19-11, 2 hrs), The Universal Appraisal Dataset from Fannie Mae and Freddie Mac, by AI (7-27-11, 7 hrs), Appraising Vacant Land, by AI (5-17-11, 2 hrs), Chief Appraiser Roundtable, by AI (2-16-11, 2 hrs), 2010 Fall Real Estate Conference, by AI (11-30-10, 7 hrs), Land Leases, by AI (10-20-10, 2 hrs), Single- and Multi-Family Housing Update, by AI (5-18-10, 2 hrs), Auction Price = Market Value?, by AI (2/23/10, 2 hrs), 2009 Fall Real Estate Conference, by AI (12-1-09, 7 hrs), Changes Facing Residential Appraisers, by AI (5-20-09, 2 hrs), All Residential All Day, by AI (3-24-09, 4 hrs), Appraisers "Only" Locator, by NWMLS (2-27-09, 3.5 hrs), Fall Real Estate Conference, by AI (11-5-08, 7 hrs), Build-a-house construction cost seminar, by AI (10-15-08, 2 hrs), Residential Appraising - How to handle a changing market, by AI (3-28-08, 7 hrs),

– Continued –

What do Lenders Really Want?, by AI (2-20-08, 2 hrs), Residential Appraising- Planning for Success, by AI (3-9-07, 7 hrs), Commercial Real Estate Forecast, by AI (11-3-06, 7 hrs), High Value Homes - Part 2, by AI (10-20-06, 4 hrs), What is a backyard worth?, by AI (4-7-06, 7 hrs), Hypothetical Conditions & Extraordinary Assumption Seminar, by AI (2-15-06, 2 hrs), Subdivision Seminar, by AI (9-21-05, 4 hrs), Proposed Trainee Regs & State Update, by ACOW (8-18,19-05, 9 hrs), Five AI Convention seminars: Professional's Guide to URAR, Mathematical Modeling, Residential Hot Buttons, How Capital Markets are Influencing Real Estate, Valuing High End Homes (7-8,9-05, 20 hrs), CCIM Site to do Business, by AI (4-20-05, 2 hrs), Mortgage Fraud Case Studies, by AI (2-18-05, 6 hrs), Appraisal Technology Applications, by AI (2-16-05, 2 hrs), Residential Retrofit, Tired of Appraising Commercial Properties, Residential Consulting, Who Gives You The Authority: Reviewer, by AI (10-22-04, 6 hrs), Fannie Mae Forms Workshop, State RE Appraiser Program, If only the Appraiser had said No, by ACOW (8-19,20-05, 9 hrs), RE Appraiser Commission Meeting, by DOL (3-10-05, 2 hrs), Out of Recession, by ACOW (3-1-04, 3 hrs), Appraisal Independence, by AI (2-24-04, 2 hrs), What is Legally Permissible?, by AI (2-18-04, 2 hrs), Current topics in RE finance & land use planning, by AI (10-15-03, 2 hrs), Small income property appraising for residential appraisers, by AI (10-1-03, 6 hrs), ACOW at the Summit V, ACOW (8-22-03, 9 hrs), RE Appraiser commission meeting (8-21-03, 2 hrs), Washington State Appraisal Issues Update by AI (5-21-03, 2 hrs), Real Estate Outlook by AI (2-19-03, 2 hrs), What is a backyard worth? by AI (1-24-03, 7 hrs), Understanding Mold Claims & Managing Risk by AI (9-18-02, 2 hrs), Mortgage Lending Regulations & Legislation, Loss Prevention for RE Appraisers, Contamination Issues in Appraising- ACOW at the Summit IV (8-15,16-02, 12 hrs), RE Appraiser Commission meeting (8-15-02, 2 hrs), Puget Sound Office Market by AI (6-7-02, 7 hrs), Fannie Mae - An Appraisal Issue Update by AI (5-31-02, 2 hrs), RE Appraiser Commission meeting (5-17-02, 2 hrs), Master Planned Community Development by AI (4-17-02, 2 hrs), Mark to Market by AI (2-20-02, 2 hrs), Easements and Their Effect on Value by AI (11-29-01, 4 hrs), Partial Interest Valuation - Divided & Undivided by AI (10-4,5-01, 14 hrs), ACOW at the Summit III by ACOW (8-17-01, 6 hrs), Tax Appeals: Real & Personal Property Values by AI (6-23-01, 3 hrs), Appraiser Regulators: Panel by AI (6-23-01, 2.5 hrs), Office Space Odyssey 2001 by AI (4-5-01, 2 hrs), Fee Collection Strategies for Appraisers by AI (4-6-01, 2 hrs), State of the Valuation Profession Seminar by AI (2-21-01, 2 hrs), Current Trends in the Multi-Family Housing Market by AI (1-26-01, 7 hrs), The High Tech Tenant by AI (11-15-00, 2 hrs), Appraisal Industry Change, AIRD- CMDC- FNC Data Delivery, & FBI- Appraisal Fraud & How to Avoid it by ACOW (8-18-00, 6 hrs), How to Pass a Tough Reviewer by AI (4-19-2000, 2 hrs), Appraisal of Unusual Residential Properties by AI (1-19-00, 2 hrs), Appraiser's Legal Liability by AI (10-27-99, 4 hrs), Waterfront Properties Forum by AI (2-24-99, 2 hrs), Office & Multifamily Market Updates Forum by AI (2-17-99, 2 hrs), 1998 Revisions to the NWMLS forms by WAR (1-4-99, 3 hrs), Environmental Influences On Valuation by AI (10-21-98, 7 hrs), High Density Housing Dynamics Seminar by AI (5-8-98, 7 hrs), Appraising High-Value & Historic Homes by AI (4-17-98, 7 hrs), The High-Tech Appraisal Office Seminar by AI (11-14-97, 7 hrs), Technology Expo by AI (11-13-97, 4 hrs), Appraising Special Purpose NW Properties by AI and Appraising Complex NW Properties by AI (5-21-97, 8 hrs), Meet the Client by AI (4-30-97, 8 hrs), Tomorrow's Appraiser- satellite videoconference by AI (10-18-96, 4 hrs), The Appraiser in Cyberspace - Using the Internet by AI (2-21-96, 4 hrs), Legal Liabilities and Responsibilities of Appraisers by Appraisers' Coalition of WA (1-29-96, 4 hrs), FANNIE MAE Limited one-family Residential Appraisal and Summary Report by AI (11-15-95, 4 hrs), Appraisal of Retail Properties by Appraisal Institute (10/1995, 7 hrs), Appraisal Reporting of Complex Residential Properties by Appraisal Institute (5/1995, 7 hrs), 1995 Spring Conference covering appraisal trends, EDI, and right-of-way acquisition and valuation by Appraisal Institute (5/1995, 8 hrs), Mark Ramsey from FNMA covered the new Condo and 1-4 family forms by Appraisal Institute (4/1995, 7 hrs), Appraising for FHA (11/1994, 8 hrs), Tax Deferred Exchanging & Tax Implications of Owning Real Estate (9/1994, 8 hrs), How to Manage Projects, Priorities & Deadlines by National Seminars Group (7/1994, 7 hrs), Understanding Limited Appraisals and Appraisal Reporting Options Seminar by Appraisal Institute (7/1994, 7 hrs), Financing Commercial Real Estate Seminar by Appraisal Institute (4/1994, 4 hrs), Appraising Residential Properties by Bank of California (11/1993, 6 hrs), New URAR and FIRREA by Appraisal Institute (10/1993, 7 hrs), Apartment Valuation Seminar by Appraisal Institute (5/1993, 5 hrs), Residential Appraisal Review by Appraisal Institute (10/1992, 4 hrs), Regional Conference Education Program by Appraisal Institute (7/1992, 7 hrs), Spelling, Grammar and Punctuation Skills by Skill Path, Inc. (6/92), Appraising Manufactured Housing by Washington Mutual Savings Bank (5/1992), How to Value Income Property by Palmer Groth & Pietka (5/1992, 7 hrs), Appraisal Regulations by the Appraisal Institute (2/1992, 4 hrs), 'Fair Value/ What it is & How to Estimate' by Appraisal Institute (8/1991), Improving Appraisal Skills by Appraisal Institute- included state licensing, FNMA and OTS/FIRREA speakers (1991), PHH Homeequity seminar on Relocation Appraising (1991), Reviewing Appraisals seminar by AIREA (1990), Office of Thrift Supervision seminar on Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) - Title XI (1990), Port of Seattle seminar by AIREA & SREA (1990), Easement seminar by AIREA (1990), Easement seminar by AIREA (1990), 2-4 Family Appraisal Report Form by SREA and FNMA (1989), 2-4 Family Appraisal Report Form by SREA and FNMA (1989), Mock Trial seminar by SREA (1989), Winter seminar, commercial division by SREA & AIREA (1989), Professional Practice and Code of Ethics by the SREA (1988), Subdivision Analysis by AIREA (1987), Attended a Cash Equivalence & Structural Engineer Seminar offered by the SREA (1986), Completed the Uniform Energy Rating course offered by Western Resources Institute, Attended seminars for the FHLBB Regulation 563.17-1A, the Uniform Residential Appraisal Report & several other professional meetings by the SREA & the AIREA.

* THE APPRAISAL FOUNDATION

AQB Certified USPAP Instructor ID # 44987, 11-13-2023 to 12-31-2025, continuously certified since 2007
The Appraisal Foundation Instructor Training, Dallas, TX, 5-2007, 18+- hours

* JUDICIAL SYSTEM

Qualified as an Expert Witness in Snohomish, Island & King County Superior Courts, See www.camposabb.com for list of cases.
Expert Witness Volunteer at the U.W. Law School - 9 years

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ASSIGNMENTS:

Over 4,700 appraisal reports for residential, condominiums, manufactured homes, building sites and multi-family properties, which include 2-119 unit apartments and rooming houses. Narrative reports include proposed residential plats (both lots and houses), proposed condominium projects, churches, office, retail, industrial and other income producing properties. Reports have been in the following counties: King, Snohomish, Island, Skagit, Kitsap, San Juan, Whatcom, Pierce and Kittitas. I appraised one of the highest residential listings (\$40 million) in the Puget Sound and one of the largest houses (36,000+ SF) in Washington State.

THOMAS E. COULTON, JR. FOUNDATION FOR APPRAISAL EDUCATION

This was a non-profit trust that provided financial assistance to various students taking Real Estate Appraisal courses. I volunteered my time as a director and officer for several years.

THE APPRAISERS' MONTHLY

I started this national appraisal newsletter. The theme of the newsletter was to support excellence in the field of Real Estate Appraisal through summaries of articles, solutions for appraisal problems, better utilization of computers, dialogue, class and seminar listings for all appraisal groups, etc. Publication is currently suspended.

WEBSITE & COMPANY INFO

www.camposabb.com, Email address is marc@camposabb.com.

Mailing address: 3425 228th St SW, Brier, WA 98036-8270, phone: 425-775-1750, cell: 206-992-7761, fax: 425-670-2553

CLIENTS WORKED FOR IN THE PAST:

Mortgage	City Federal Savings	GE Capital	Mountain Pacific Bank	Sterling Mortgage
Alliance Funding Co.	Coast Mortgage	GMAC Mortgage	Mt. Baker Bank	Summit Savings
Allstate Ins.	Colonial Mortgage Co.	Goldome Rainier	Navy Fed. Credit Union	Trust for Public Land
American Residential	Action Columbia Bank	Great American First	North County Bank	Travelers Mortgage
American Savings Bank	Continental Savings Bank	Great Northwest Federal	Pacific First Federal	United Bank
Bank of America	CTX Mortgage Co.	Hamilton Savings Bank	Pacific Northwest Bank	University Federal S & L
Bank of California	Eagle Mortgage, Inc.	Home Equity (PHH)	PHH US Mortgage Corp	University Savings Bank
Bankers Mutual	Empire of America Realty	HomeStreet Bank	Phoenix Mortgage & Invest.	U.S. Bancorp
Benj. Franklin S & L	Enterprise Bank	Household Finance	Pioneer Bank	U.S. Bank of Wash.
Boston Company	Evangelical Christian C U	IMPACT REIT	Prime Pacific Bank	U.S. Savings Bank
Cascade Bank	Everett Mutual Savings	Inland Empire Mort.	Puget Sound Savings	U.S. Credit Corp
Centrum Mortgage	Family Savings	Interwest	Safeway Credit Union	Venture Bank
Charter Bank	First Interstate	Key Bank	Seafirst Bank	Viking Bank
Chase	First Mutual	Key Corp. Mortgage	Sears Mortgage	Wash. Credit Union
Citicorp	First Republic Bank	Lane Mortgage	Seattle Metropolitan CU	Washington Federal
City Bank	First Savings	Lender's Services	Security Mortgage	Washington Mutual
City Credit Union	1st Nationwide Bank	Meridian Mortgage	Security Pacific Bank	Wells Fargo Bank
CityFed Mortgage	Frontier Bank	Mortgage Services	Shelter Mortgage	
Attorneys	Private Individuals	Insurance Companies	City of Sultan	City of Lake Forest Park
King County	City of SeaTac	City of Redmond	City of Bellevue	City of Tukwila
Snohomish County Facilities Management Dept		Snohomish County Fire Dept	City of Shoreline	City of Seattle
King County	City of SeaTac	City of Redmond	City of Bellevue	City of Tukwila
City of Kenmore	Washington State			

Revised: May 15, 2024



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Matthew Eyer, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Aquatic Land Easement - WWTP Outfall Crossing at Ebey Slough

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Aquatic Land Easement with the State of Washington Department of Natural Resources.

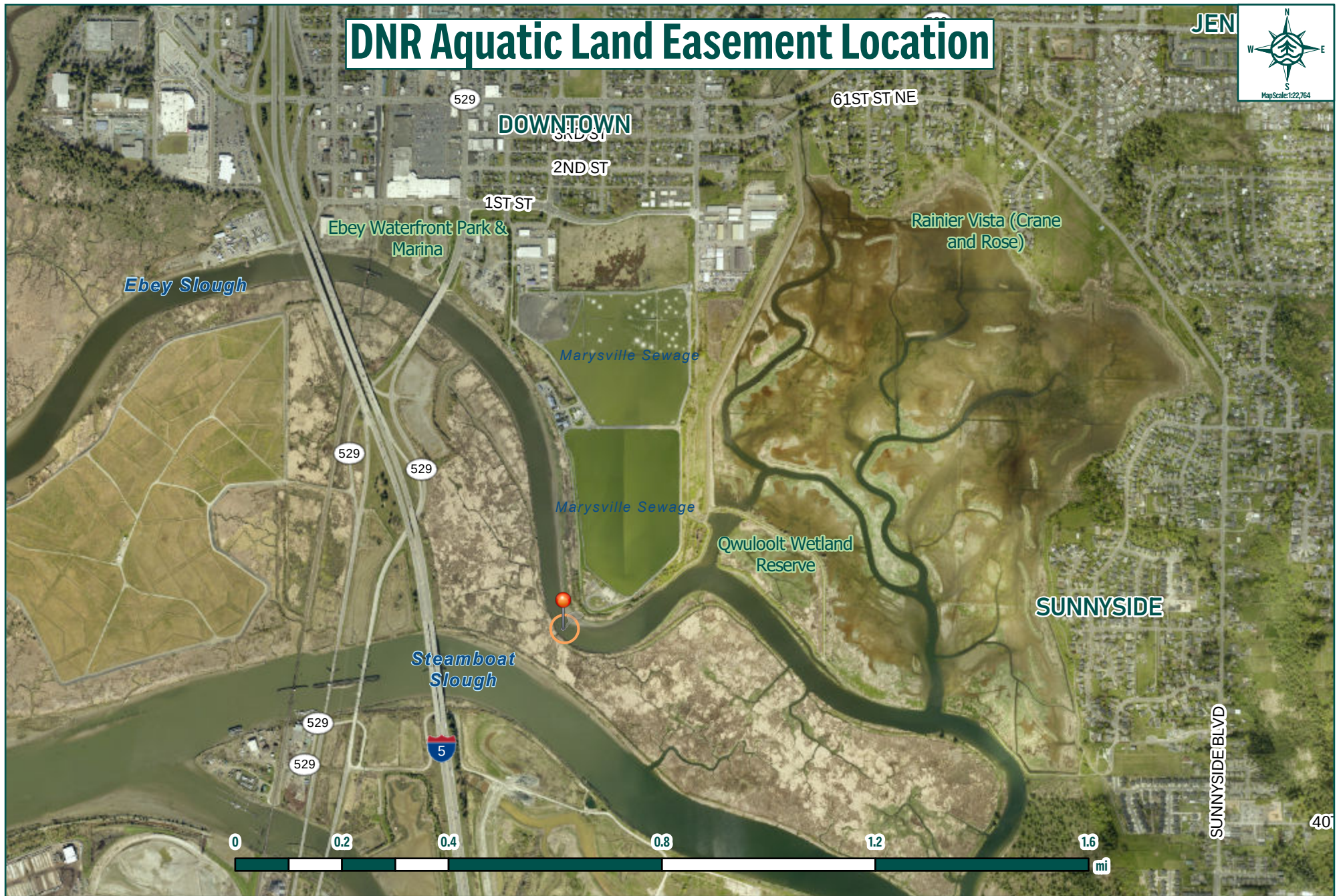
SUMMARY: The Wastewater Treatment Plant Steamboat Slough outfall crosses Ebey Slough at the southwest corner of the wastewater lagoon. The in-water areas of Ebey slough are aquatic lands managed by the State of Washington through the Washington State Department of Natural Resources. Easements are required by the State to operate wastewater outfalls across these areas. An easement was first established when the outfall was constructed in 1992 but is currently expired. This current easement represents a continuation of the previous easements to operate the WWTP outfall crossing at Ebey Slough. The term of this easement is 30 years and will expire in 2055.

ATTACHMENTS:

[DNR Aquatic Land Easement Location Map.pdf](#)
[51-A52673_CityofMarysville_Easement_Final_05.30.2025.pdf](#)

DNR Aquatic Land Easement Location

JEN



 Sewer Force Mains

 Sewer Gravity Main

STATUS

 Active Mains

SnoCo 2022 Orthoimagery

RGB

 Red: Band_1

 Green: Band_2

 Blue: Band_3

When recorded, return to:
City of Marysville
501 Delta Avenue
Marysville, WA 98270



DAVE UP THE GROVE
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS EASEMENT

Easement No. 51-A52673

Grantor: Washington State Department of Natural Resources

Grantee(s): City of Marysville

Abbreviated Legal Description: SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 33, Township 30 North, Range 5 East, W.M.

Complete Legal Description on Page 30

Auditor Reference Number: 202412235013

Assessor's Property Tax Parcel or Account Number: Not Applicable

Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Easement: Not Applicable

THIS EASEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF MARYSVILLE, a government agency ("Grantee"). State has authority to enter into this Easement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised Code of Washington (RCW).

THEREFORE, the Parties agree as follows:

SECTION 1 GRANT OF EASEMENT

1.1 Easement Defined.

- (a) State grants and conveys to Grantee a nonexclusive in gross easement, subject to the terms and conditions of this agreement, over, upon, and under those first class tidelands and bedlands of Ebey Slough and Harbor Area, legally described in Exhibit A (“Easement Property”). In this agreement, the term “Easement” means this agreement and the rights granted.
- (b) This Easement is subject to all valid interests of third parties noted in the records of Snohomish County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Easement does not include any right to harvest, collect or damage any natural resources, including, but not limited to, aquatic life or living plants; any water rights; any mineral rights; or any right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) This Easement is not exclusive. State may enter and use the Easement Property for any purpose or permit others to enter and use the Easement Property for any purpose so long as such use does not unreasonably interfere with the rights granted herein.

1.2 Survey and Easement Property Descriptions.

- (a) Grantee’s obligation to provide a true and accurate description of the Easement Property, and the location of the Improvements existing on the Easement Property is a material term of this Easement. Grantee warrants that the record of survey referenced in Exhibit A includes a true and accurate description of the Easement Property, and the location of the Improvements existing on the Easement Property.
- (b) Grantee’s use of any state-owned aquatic lands outside the Easement Property boundaries is a material breach of this Easement and State may seek remedies under Section 14 of this Easement in addition to any other remedies afforded by law or equity or otherwise.

1.3 Condition of Easement Property. State makes no representation regarding the condition of the Easement Property, Improvements located on the Easement Property, the suitability of the Easement Property for Grantee’s Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Easement Property, or the existence of hazardous substances on the Easement Property.

SECTION 2 USE

2.1 Permitted Use. This Easement is granted for the purpose of and is limited to:

a 28-inch diameter high-density polyethylene (HDPE) transmission pipeline (the “Permitted Use”).

Exhibit B includes additional details about the Permitted Use, the Easement Property, and the Improvements. The Permitted Use is subject to the restrictions and additional obligations set forth in this Easement. The Permitted Use of this Easement shall not be changed or modified without the written consent of State, which shall be at State’s sole discretion.

2.2 Restrictions on Permitted Use and Operations.

- (a) Grantee shall not cause or permit:
 - (1) Damage to land or natural resources on the Easement Property or adjacent state-owned aquatic lands, regardless of whether the damages are a direct or indirect result of the Permitted Use
 - (2) Waste on the Easement Property or adjacent state-owned aquatic lands; or
 - (3) Deposit of material or filling activity on the Easement Property or adjacent state-owned aquatic lands, unless approved by State in writing and except to the extent expressly permitted in Exhibit B. This prohibition includes, but is not limited to, any deposit of fill, rock, earth, ballast, wood waste, hydrocarbons, refuse, garbage, waste matter (including, but not limited to, chemical, biological, or toxic wastes), pollutants, or other matter.
- (b) Nothing in this Easement shall be interpreted as an authorization to dredge the Easement Property.
- (c) Grantee shall immediately notify State if Grantee breaches any of the terms and conditions of this Easement.
- (d) State’s failure to notify Grantee of Grantee’s failure to comply with all or any of the restrictions set out in this Paragraph 2.2 does not constitute a waiver of any remedies available to State.
- (e) Grantee’s compliance with the restrictions in this Paragraph 2.2 does not limit Grantee’s liability under any other provision of this Easement or the law.

2.3 Conformance with Laws. Grantee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Grantee’s use of the Easement Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Grantee shall keep the Easement Property free and clear of any liens and encumbrances arising out of or relating to the Permitted Use or Grantee’s use of the Easement Property.

2.5 Interference with Other Uses.

- (a) Grantee shall exercise Grantee's rights under this Easement in a manner that minimizes or avoids interference with the rights of State, the public, or others with valid rights to use or occupy the Easement Property or surrounding lands and water.
- (b) To the fullest extent reasonably possible, Grantee shall place and construct Improvements in a manner that allows unobstructed movement in and on the waters above and around the Easement Property.
- (c) Except in an emergency, Grantee shall provide State with written notice regarding the start of construction or other Significant Activity on the Easement Property at least sixty (60) days in advance ("Notice of Significant Activity"). "Significant Activity" means any activity that may affect the use or enjoyment of the Easement Property or adjacent state-owned aquatic lands by the State of Washington, public, or others with valid rights to use or occupy the Easement Property or adjacent state-owned aquatic lands.
- (d) Grantee shall mark the location of any hazards associated with the Permitted Use and any hazards associated with the Improvements in a manner that ensures reasonable notice to the public, including, but not limited to, boaters, kayakers, swimmers, and divers. Grantee shall mark the location and limits of the Improvements located on the Easement Property. The signs and notices shall identify the type of installation (e.g., a pipe or cable), identify Grantee as the entity responsible for the Permitted Use and its maintenance, and be posted in a location that gives reasonable notice to the public. When required by applicable law or regulation, Grantee shall facilitate amendment of official navigational charts to indicate existence and location of submerged Improvements.

SECTION 3 TERM

3.1 Term Defined. The term of this Easement is Thirty (30) years, beginning on the 1st day of June, 2025 (the "Commencement Date"), and ending on the 31st day of May, 2055 (the "Termination Date"), unless terminated sooner under the terms of this Easement (the "Term"). Whenever the phrase "termination of this Easement" or "termination of the Easement" is used in this Easement, it shall refer to the ending, termination, cancellation, or expiration of the Easement.

3.2 Renewal of Easement and/or Application for New Easement.

This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant. Grantee must apply for a new Easement at least one (1) year prior to Termination Date.

3.3 End of Term.

- (a) Removal of Improvements: Prior to the termination of this Easement, Grantee shall remove Improvements in accordance with Section 7.
- (b) Restoration of the Easement Property:

- (1) Prior to the termination of this Easement, Grantee shall restore the Easement Property to its condition before the installation of any Improvements on the Easement Property.
 - (2) Restoration of the Easement Property is to be done at Grantee's expense and to the satisfaction of State. Restoration of the Easement Property is considered to be Work, as described in Section 7 of the Easement. Grantee's plans for restoring the Easement Property shall be submitted to State for prior approval in accordance with Section 7 of this Easement.
 - (3) If Grantee fails to restore the condition of the Easement Property as required by this Paragraph, State may take steps reasonably necessary to remedy Grantee's failure. Upon demand by State, Grantee shall pay all costs of State's remedy, lost revenue resulting from the condition of the Easement Property, and administrative costs associated with State's remedy.
- (c) Vacation of Property: Upon the termination of this Easement, Grantee shall cease all operations on and use of the Easement Property.

SECTION 4 FEES

4.1 Fee. For the Term, Grantee shall pay to State an administrative fee calculated in accordance with RCW 79.110.240 of One Thousand Nine Hundred Eighty Dollars (\$1,980), which is due and payable on or before the Commencement Date. Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Grantee shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Grantee shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Grantee shall pay all taxes, assessments, and other governmental charges applicable or attributable to the Easement, the Grantee-Owned Improvements, or the Permitted Use.

5.3 Proof of Payment. If required by State, Grantee shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Easement requires Grantee to pay.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay. Failure to pay any fees or other expenses due under this Easement is a breach by Grantee. State may seek remedies in Section 14 as well as late charges and interest as provided in this Section 6. In addition, if Grantee fails to pay any amounts due to third parties under this Easement, State may pay the amount due, and recover its cost in accordance with this Section 6.

6.2 Late Charge. If State does not receive any payment within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Fees and Other Sums Owed.

- (a) Grantee shall pay interest on the past due fees at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Fees not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Grantee, Grantee shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Grantee of the payment or advance. This includes, but is not limited to State's payment of taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials, costs of removal and disposal of Improvements under any provision of this Easement, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Grantee shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Grantee pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

SECTION 7 IMPROVEMENTS, PERSONAL PROPERTY, AND WORK

7.1 Improvements and Personal Property Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the Easement Property. Improvements include, but are not limited to, fill, structures and fixtures.

- (b) “Personal Property” means items that can be removed from the Easement Property without (1) injury to the Easement Property, adjacent state-owned lands or Improvements or (2) diminishing the value or utility of the Easement Property, adjacent state-owned lands or Improvements.
- (c) “State-Owned Improvements” are Improvements made or owned by the State of Washington. State-Owned Improvements include any construction, alteration, or addition to State-Owned Improvements made by Grantee.
- (d) “Grantee-Owned Improvements” are (1) Improvements owned by Grantee that are existing on the Easement Property on the Commencement Date or (2) Improvements made by Grantee with State’s consent.
- (e) “Unauthorized Improvements” are Improvements made on the Easement Property during the Term without State’s prior consent or Improvements made by Grantee that do not conform with plans submitted to and approved by State.
- (f) “Improvements Owned by Others” are Improvements made by others with a right to occupy or use the Easement Property or adjacent state-owned lands.

7.2 Existing Improvements. On the Commencement Date, the following Grantee-Owned Improvements are located on the Easement Property: a 28-inch diameter high-density polyethylene (HDPE) transmission pipeline.

7.3 Construction, Major Repair, Modification, and Other Work.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements (collectively “Work”).
- (b) Except in an emergency, Grantee shall not conduct any Work without State’s prior written consent. Grantee shall obtain State’s prior written consent as follows:
 - (1) Grantee shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities, unless Grantee and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Grantee shall submit plans and specifications to State at least ninety (90) days before commencement of Work.
 - (2) State may deny consent if State determines that denial is in the best interests of the State of Washington or if the proposed Work does not comply with Paragraph 7.4. State may impose additional conditions intended to protect and preserve the Easement Property or adjacent state-owned aquatic lands.
- (c) Grantee shall immediately notify State of emergency Work. Upon State’s request, Grantee shall provide State with as-built plans and specifications of emergency Work.
- (d) Grantee shall not commence Work until Grantee or Grantee’s contractor has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Grantee or Grantee’s contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.

- (2) Obtained all required permits.
- (3) Provided Notice of Significant Activity in accordance with Paragraph 2.5(c).
- (e) Grantee shall preserve and protect Improvements Owned by Others, if any.
- (f) Grantee shall preserve all legal land subdivision survey markers and witness objects ("Markers"). If disturbance of a Marker will be a necessary consequence of Grantee's construction, Grantee shall reference and/or replace the Marker in accordance with all applicable laws and regulations current at the time, including, but not limited to Chapter 58.24 RCW. At Grantee's expense, Grantee shall retain a registered professional engineer or licensed land surveyor to reestablish destroyed or disturbed Markers in accordance with United States General Land Office standards.
- (g) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to its natural condition before the Work began. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Paragraph 3.3, End of Term.
- (h) Upon completing Work, Grantee shall promptly provide State with as-built plans and specifications. State may also require Grantee to obtain an updated record of survey showing the Easement Property boundaries and the as-built location of all Improvements on the Easement Property.
- (i) State shall not charge additional fees for authorized Improvements installed by Grantee on the Easement Property during this Term, but State may charge additional fees for such Improvements if and when the Grantee or successor obtains a subsequent use authorization for the Easement Property and State has waived the requirement for removal of Improvements as provided in Paragraph 7.5.

7.4 Standards for Work. Grantee shall comply with State's standards for Work current at the time Grantee submits plans and specifications for State's approval. Grantee shall ascertain State's current standards for Work as follows:

- (a) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Easement, Grantee shall request State to provide Grantee with State's current standards for Work on state-owned aquatic lands.
- (b) Within thirty (30) days of receiving Grantee request, State shall provide Grantee with State's current standards for Work, which will be effective for the purpose of State's approval of Grantee's proposed Work, provided Grantee submits plans and specifications for State's approval within two (2) years of Grantee's request for State's current standards for Work.
- (c) If Grantee fails to (1) make a request for State's current standards for Work or (2) timely submit plans and specifications to State after receiving State's current standards for Work, Grantee shall, at Grantee's sole expense, make changes in plans or Work necessary to conform to State's current standards for Work upon State's demand.

7.5 Grantee-Owned Improvements at End of Easement.

- (a) Disposition.
 - (1) Grantee shall remove Grantee-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Easement unless State waives the requirement for removal.
 - (2) Grantee-Owned Improvements remaining on the Easement Property on the termination of the Easement shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Grantee-Owned Improvements remain on the Easement Property after the termination of the Easement without State's consent, State may remove all Improvements and Grantee shall pay State's costs of removal and disposal.
- (b) Conditions Under Which State May Waive Removal of Grantee-Owned Improvements.
 - (1) State may waive removal of any Grantee-Owned Improvements whenever State determines that it is in the best interests of the State of Washington.
 - (2) If Grantee enters into a new Easement, State may waive requirement to remove Grantee-Owned Improvements. State also may consent to Grantee's continued ownership of Grantee-Owned Improvements.
 - (3) State may waive requirement to remove Grantee-Owned Improvements upon consideration of a timely request from Grantee, as follows:
 - (i) Grantee shall submit its request to leave Grantee-Owned Improvements to State at least one (1) year before the Termination Date.
 - (ii) State, within ninety (90) days of receiving Grantee's request, will notify Grantee whether State consents to any Grantee-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Grantee's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) Grantee's Obligations if State Waives Removal.
 - (1) Grantee shall not remove a Grantee-Owned Improvement if State waives the requirement for removal of that Grantee-Owned Improvement.
 - (2) Grantee shall maintain such Grantee-Owned Improvements in accordance with this Easement until the termination of this Easement. State may require Grantee to take appropriate steps to decommission the structure. Grantee is liable to State for cost of repair if Grantee causes or allows damage to Grantee-Owned Improvements State has designated to remain.
 - (3) State may condition its waiver of removal on Grantee entering into a new Easement for the Grantee-Owned Improvements.

7.6 Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.

- (b) The placement of Unauthorized Improvements on the Easement Property is a breach of this Easement and State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and if Grantee fails to remove the Unauthorized Improvements, State may remove the Unauthorized Improvements and Grantee shall pay for the cost of removal and disposal.
- (c) In addition to requiring removal of Unauthorized Improvements, State may charge Grantee a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.
- (d) If State consents to Unauthorized Improvements remaining on the Easement Property, upon State's consent, the Unauthorized Improvements will be treated as Grantee-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Easement Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

7.7 Personal Property.

- (a) Grantee retains ownership of Personal Property unless Grantee and State agree otherwise in writing.
- (b) Grantee shall remove Personal Property from the Easement Property by the termination of the Easement. Grantee is liable for damage to the Easement Property and to any Improvements that may result from removal of Personal Property.
- (c) State may remove, sell, or dispose of all Personal Property left on the Easement Property after the termination of the Easement.
 - (1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from the Grantee to State. State shall pay the remainder, if any, to the Grantee. Grantee shall be liable for any costs of removing the Personal Property and conducting the sale that exceed the proceeds received by State.
 - (2) If State disposes of Personal Property, Grantee shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.

- (b) “Release or threatened release of Hazardous Substance” means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) “Utmost care” means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the utmost care required under RCW 70A.305.040(3)(a)(iii) of the Washington State Model Toxics Control Act.
- (d) “Grantee and affiliates” when used in this Section 8 means Grantee or Grantee’s subgrantees, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Easement Property with the Grantee’s permission.
- (e) “Liabilities” as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys’ fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Grantee’s obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Easement Property and
 - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occur as a result of the Permitted Use.
- (b) Standard of Care.
 - (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.
 - (2) As relates to the Permitted Use, Grantee shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Easement Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Easement Property or adjacent state-owned aquatic lands.
- (b) This Easement does not impose a duty on State to conduct investigations or supply information to Grantee about Hazardous Substances.
- (c) Grantee is responsible for conducting all appropriate inquiry and gathering sufficient information concerning the Easement Property and the existence, scope, and location of Hazardous Substances on or near the Easement Property necessary for Grantee to meet Grantee’s obligations under this Easement and utilize the Easement Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Grantee and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.

- (b) Grantee shall not undertake, or allow others to undertake by Grantee's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to the Permitted Use or Grantee's use of the Property results in a violation of law:
 - (1) Grantee shall submit to State any plans for remedying the violation, and
 - (2) Grantee shall implement any measures to restore the Easement Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination.

- (a) Grantee and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Grantee shall allow reasonable access to:
 - (1) Employees and authorized agents of the United States Environmental Protection Agency (EPA), the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Easement Property. Grantee may negotiate an access agreement with such parties, but Grantee may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous Substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Easement Property.
- (b) Grantee's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a), and to any other property used by Grantee in conjunction with the Easement Property if a release of Hazardous Substances on the other property could affect the Easement Property.

- (c) Grantee shall provide State with copies of all documents Grantee submits to any federal, state, or local authorities concerning environmental impacts or proposals relative to the Easement Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits (NPDES); United States Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Substantial Shoreline Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Easement Property.

8.7 Indemnification.

- (a) Grantee shall fully indemnify, defend, and hold harmless State from and against any Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property;
 - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property.
- (b) Grantee shall fully indemnify, defend, and hold harmless State for any Liabilities that arise out of or relate to Grantee's breach of obligations under Paragraph 8.5.
- (c) If Grantee fails to exercise care as described in Paragraph 8.2(b)(2), Grantee shall fully indemnify, defend, and hold harmless State from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all such rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Grantee's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standards, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.

- (b) If a cleanup is eligible for the Washington State Department of Ecology's Voluntary Cleanup Program, Grantee may undertake a cleanup of the Easement Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Grantee cooperates with the Department of Natural Resources in development of cleanup plans. Grantee shall not proceed with Voluntary Cleanup without the Department of Natural Resources' approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Easement. Grantee's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Grantee's obligations regarding Hazardous Substances under this Easement, Grantee shall promptly reimburse State for all costs associated with such Tests, provided State gave Grantee thirty (30) days' advance notice in nonemergencies, and reasonably practical notice in emergencies.
- (c) In nonemergencies, Grantee is entitled to obtain split samples of Test samples, provided Grantee gives State written notice requesting split samples at least ten (10) days before State conducts Tests. Upon demand, Grantee shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Easement Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) days of a written request by the other Party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Grantee shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 NATURE OF ESTATE AND ASSIGNMENT

This Easement shall be in gross for the sole benefit of Grantee's use associated with the Permitted Use. This Easement shall not run with the land. This Easement is indivisible. Grantee shall not sell, convey, mortgage, assign, pledge, grant franchises for, or otherwise transfer or encumber any part of Grantee's interest in this Easement or any part of Grantee's interest in the Easement Property without State's prior written consent, which shall be at State's sole discretion. State reserves the right to reasonably change the terms and conditions of this Easement upon State's consent to requests made under this Section 9.

SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

10.1 Indemnity.

- (a) Grantee shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of the use of the Easement Property by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees, to the fullest extent permitted by law and subject to the limitations provided below.
- (b) “Claim” as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys’ fees), fines, penalties, or judgments attributable to: bodily injury; sickness; disease; death; damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. “Damages to tangible property” includes, but is not limited to, physical injury to tangible property, diminution in value of tangible property, damages resulting from loss of use of tangible property, and loss or diminution of natural resource values.
- (c) State shall not require Grantee to indemnify, defend, and hold harmless State, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State or State’s employees, officials, officers, or agents.
- (d) Grantee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Grantee’s obligation under this Easement to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the workers’ compensation acts.
- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim, is caused by or results from the concurrent negligence of (a) State or State’s employees, officials, officers, or agents and (b) the Grantee or Grantee’s agents or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Grantee and those acting on its behalf.
- (f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Grantee’s liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) At its own expense, Grantee, or Grantee’s contractor(s) where permitted in Paragraph 10.3, shall procure and maintain during the Term, the insurance coverages and limits described in this Paragraph 10.2 and in Paragraph 10.3, Insurance Types and Limits. State may terminate this Easement if Grantee fails to maintain required insurance.

- (2) Unless State agrees to an exception, Grantee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Grantee may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) All general liability, excess, umbrella, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.
 - (4) All property, builder's risk, and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as loss payees.
 - (5) All insurance provided in compliance with this Easement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
- (1) Grantee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Easement covers these damages.
 - (2) Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this Easement.
- (c) Proof of Insurance.
- (1) Grantee shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Easement and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference the Easement number.
 - (3) Receipt of such certificates, endorsements, or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Easement, as follows:
- (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.

- (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Grantee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Grantee fails to procure and maintain the insurance required in this Easement within fifteen (15) days after Grantee receives a notice to comply from State, State may either:
 - (1) Terminate this Easement, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Grantee shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Grantee's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Easement are adequate to protect Grantee.
 - (2) Coverage and limits do not limit Grantee's liability for indemnification and reimbursements granted to State under this Easement.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to Easement Property first to restore the Easement Property, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Grantee.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Grantee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Easement Property and/or arising out of the Permitted Use and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.

- (i) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Grantee shall provide workers' compensation coverage for all employees of Grantee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with the Permitted Use or related activities.
 - (ii) If Grantee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Grantee shall indemnify State. Indemnity shall include all fines; payment of benefits to Grantee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
- (2) Longshore and Harbor Workers' and Jones Acts. The Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 30104) may require Grantee to provide insurance coverage in some circumstances. Grantee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with the law. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Grantee shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Property Insurance.
 - (1) Grantee shall buy and maintain property insurance covering all real property and fixtures, equipment, Improvements and betterments (regardless of whether owned by Grantee or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.
 - (2) Grantee shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, Improvements and betterments (regardless of whether owned by Grantee or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.
 - (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned on such proceeds, for use according to the terms of this Easement. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

- (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged Improvements to their former condition, or
 - (ii) Replace and restore damaged Improvements with new Improvements on the Easement Property of a quality and usefulness at least equivalent to, or more suitable than, damaged Improvements.

10.4 Financial Security.

- (a) On the Commencement Date of this Easement, Grantee is not required to procure and maintain a corporate security bond or other financial security ("Security"). During the Term, State may require Grantee to procure and maintain Security upon any of the events listed in Paragraph 10.4(c)(1).
- (b) All Security must be in a form acceptable to State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless State approves an exception in writing. Grantee may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) As a condition of approval of assignment of this Easement,
 - (ii) Upon a material change in the condition or disposition of any Improvements, or
 - (iii) Upon a change in the Permitted Use.
 - (2) Grantee shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any breach by Grantee in its obligations under this Easement, State may collect on the Security to offset the liability of Grantee to State. Collection on the Security does not (1) relieve Grantee of liability, (2) limit any of State's other remedies, (3) reinstate the Easement or cure the breach or (4) prevent termination of the Easement because of the breach.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Property, or any part thereof, during the Term.

11.2 Grantee's Repairs and Maintenance.

- (a) Grantee shall, at its sole cost and expense, keep and maintain the Easement Property and all Grantee-Owned Improvements in good order and repair, in a clean, attractive, and safe condition. Grantee shall repair all damage caused or permitted by Grantee to Improvements Owned by Others on the Easement Property.
- (b) Grantee shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property or to any Grantee-Owned Improvements on the Easement Property that may be required by any public authority having jurisdiction over the Easement Property and requiring it for public health, safety and welfare purposes.
- (c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, maintenance, replacements or changes to the Easement Property and to any Grantee-Owned Improvements on the Easement Property shall be made in accordance with, and ownership shall be governed by, Section 7 above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Grantee-Owned Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.
- (e) Upon completion of maintenance activities, Grantee shall remove all debris and restore the Easement Property to the condition prior to the commencement of Work.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Damage to Improvements.

- (a) In the event of any damage to or destruction of any Improvements on the Easement Property, Grantee shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Grantee shall be solely responsible for any reconstruction, repair, or replacement of any Grantee-Owned Improvements. If Grantee elects not to reconstruct, repair, or replace all or a portion of any damaged Improvements, Grantee shall promptly remove any damaged or destroyed Improvements and restore the Easement Property. Any reconstruction, repair, or replacement of Improvements is governed by Section 7 Improvements, Personal Property, and Work, and Section 11, Maintenance and Repair, and any Additional Obligations in Exhibit B.

- (c) If Grantee is in breach of this Easement at the time damage or destruction occurs to Grantee-Owned Improvements, State may elect to terminate the Easement without giving Grantee an opportunity to cure, and State may retain any insurance proceeds payable as a result of the damage or destruction.

12.2 Damage to Land or Natural Resources

- (a) In the event of any damage to or destruction to the land or natural resources on the Easement Property, Grantee shall immediately notify State, with subsequent written notice to State within five (5) days. In the event of any damage or destruction to land or natural resources on adjacent state-owned aquatic lands that is attributable to Grantee's use of the Property, to the Permitted Use, or to related activities, Grantee shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Grantee, at Grantee's sole cost, shall remedy any damages to land or natural resources on the Easement Property and adjacent state-owned aquatic lands that are attributable to Grantee's use of the Property, the Permitted Use, or related activities, in accordance with a plan approved by State. Grantee shall also compensate State for any lost or damaged natural resource values in accordance with Paragraph 12.2(c).
- (c) Compensation for lost resource values:
 - (1) If damages to the land or natural resources result in lost or damaged natural resource values, Grantee shall compensate State with (1) monetary compensation; (2) the completion of a project approved by State that includes replacing, enhancing, or otherwise providing in-kind habitats, resources, or environments on other state-owned aquatic lands in order to offset the damage and impacts; or (3) a mixture of both monetary compensation and a project. State shall have the discretion to determine if Grantee will compensate with monetary compensation, a project, or both. If State requires monetary compensation, the value of damages shall be determined in accordance with Paragraph 12.2(c)(2).
 - (2) If State requires monetary compensation under Paragraph 12.2(c)(1), unless the Parties otherwise agree on the value, a three-member panel of professional appraisers or resource economists will determine the measure of lost resource values, and issue a written decision. The appraisers or resource economists shall be qualified to assess economic value of natural resources. State and Grantee each shall appoint and compensate one member of the panel. By consensus, the two appointed members shall select the third member, who will be compensated by State and Grantee equally. The panel shall base the calculation of compensation on generally accepted valuation principles. The written decision of the majority of the panel shall bind the Parties.

- (d) If damage to land or natural resources on the Easement Property or adjacent state-owned aquatic lands are attributable to Grantee's use of the Property, to the Permitted Use, or to related activities, or if such damage occurs when Grantee is in breach of the Easement, State may elect to terminate the Easement in accordance with Section 14. If State elects to terminate the Easement, Grantee is still responsible for restoring any damages to land or natural resources on the Easement Property and adjacent state-owned aquatic lands, and for compensating State for any lost resource values in accordance with Paragraph 12.2(c). State may retain any insurance proceeds payable as a result of the damage or destruction.
- (e) State may, with or without terminating the Easement, at the sole expense of Grantee, remedy any damages and complete a project that offsets lost or damaged natural resource values. If State takes any such actions, upon demand by State, Grantee shall pay all costs incurred by State.

12.3 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Easement Property or adjacent state-owned aquatic lands unless State provides written notice to Grantee of each specific claim waived.

12.4 Insurance Proceeds. Grantee's duties under Paragraphs 12.1 and 12.2 are not conditioned upon the availability of any insurance proceeds to Grantee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

SECTION 13 CONDEMNATION

In the event of condemnation, the Parties shall allocate the condemnation award between State and Grantee based upon the ratio of the fair market value of (1) Grantee's rights in the Easement Property and Grantee-Owned Improvements and (2) State's interest in the Easement Property; the reversionary interest in Grantee-Owned Improvements, if any; and State-Owned Improvements, if any. In the event of a partial taking, the Parties shall compute the ratio based on the portion of Easement Property or Improvements taken. If Grantee and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 REMEDIES AND TERMINATION

14.1 Termination by Breach. State may terminate this Easement upon Grantee's failure to cure a breach of the terms and conditions of this Easement. Unless otherwise stated in this Easement, State shall provide Grantee written notice of breach, and Grantee shall have sixty (60) days after receiving the notice to cure the breach. State may extend the cure period if breach is not reasonably capable of cure within sixty (60) days. This sixty (60) day cure period does not apply where State terminates this Easement under Paragraph 10.2(f) or Section 12.

14.2 Termination by Nonuse. If Grantee does not use the Easement Property for a period of three (3) successive years, this Easement terminates without further action by State and Grantee's rights revert to State. Grantee shall still be responsible for complying with all end of Term requirements.

14.3 Termination by Grantee. Grantee may terminate this Easement upon providing State with sixty (60) days written notice of intent to terminate. If Grantee terminates under this Paragraph, the date of Grantee's termination shall be deemed the Termination Date and Grantee shall comply with all end of Term requirements. Grantee is not entitled to any refunds of Easement fees already paid to State.

14.4 Remedies Not Exclusive. The remedies specified under this Section 14 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Grantee's breach or threatened breach of any provision of this Easement.

SECTION 15 NOTICE AND SUBMITTALS

15.1 Notice. Following are the locations for delivery of notice and submittals required or permitted under this Easement. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: **DEPARTMENT OF NATURAL RESOURCES**
Orca-Straits District
919 N Township Street
Sedro-Woolley, WA 98284

Grantee: **CITY OF MARYSVILLE**
501 Delta Avenue
Marysville, WA 98270

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Easement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

15.2 Contact Persons. On the Commencement Date, the following persons are designated day-to-day contact persons. Any Party may change the Contact Person upon reasonable notice to the other.

State: **DEPARTMENT OF NATURAL RESOURCES**

Orca-Straits District
919 N Township Street
Sedro-Woolley, WA 98284
Phone number: 856-3500
Facsimile: 360-856-2150
E-mail address: brenda.werden@dnr.wa.gov

Grantee: **CITY OF MARYSVILLE**

Matthew Eyer, Storm & Wastewater Utility Manager
Phone number: 360-363-8000
Facsimile: 360-651-5033
E-mail address: meyer@marysvillewa.gov

SECTION 16 MISCELLANEOUS

16.1 Authority. Grantee and the person or persons executing this Easement on behalf of Grantee represent that Grantee is qualified to do business in the State of Washington, that Grantee has full right and authority to enter into this Easement, and that each and every person signing on behalf of Grantee is authorized to do so. Upon State's request, Grantee shall provide evidence satisfactory to State confirming these representations.

16.2 Successors and Assigns. Subject to the limitations set forth in Section 9, this Easement binds and inures to the benefit of the Parties, their successors, and assigns.

16.3 Headings. The headings used in this Easement are for convenience only and in no way define, limit, or extend the scope of this Easement or the intent of any provision.

16.4 Entire Agreement. This Easement, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Easement merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Easement Property.

16.5 Waiver.

- (a) The waiver of any breach of any term, covenant, or condition of this Easement is not a waiver of such term, covenant, or condition; of any subsequent breach of the same; or of any other term, covenant, or condition of this Easement. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Easement, extension of the Easement, or the issuance of a new Easement to Grantee, does not waive State's ability to pursue any rights or remedies under the Easement.

16.6 Cumulative Remedies. The rights and remedies of State under this Easement are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

16.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Easement.

16.8 Language. The word “Grantee” as used in this Easement applies to one or more persons and regardless of gender, as the case may be. The singular includes the plural, and the neuter includes the masculine and feminine. If there is more than one Grantee, their obligations are joint and several. The word “persons,” whenever used, shall include individuals, firms, associations, and corporations. The word “Parties” means State and Grantee in the collective. The word “Party” means either or both State and Grantee, depending on the context.

16.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Easement does not affect, impair, or invalidate any other provision of this Easement.

16.10 Applicable Law and Venue. This Easement is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Easement is in the Superior Court for Thurston County, Washington.

16.11 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

16.12 Recordation. At Grantee’s expense and no later than thirty (30) days after receiving the fully-executed Easement, Grantee shall record this Easement in the county in which the Easement Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the Easement Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number. If Grantee fails to record this Easement, State may record this Easement and Grantee shall pay the costs of recording upon State’s demand.

16.13 Modification. No modification of this Easement is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

16.14 Survival. Any obligations of Grantee not fully performed upon termination of this Easement do not cease, but continue as obligations of the Grantee until fully performed.

16.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in this Easement unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF MARYSVILLE

Dated: _____, 2025

By: JON NEHRING
Title: Mayor, City of Marysville
Address: 501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 2025

By: KATIE ROSE ALLEN
Title: Acting Deputy Supervisor for Forest
Resilience, Regulation and Aquatics
Address: 1111 Washington Street SE
MS 47207
Olympia, WA 98504

Aquatic Lands Easement
Template approved as to form this
10th day of January 2022
Jennifer Clements, Assistant Attorney General

STATE OF WASHINGTON)
) ss
County of)

Dated: _____, 2025

(Signature)

(Print Name)

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

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss.

County of

)

I certify that I know or have satisfactory evidence that KATIE ROSE ALLEN is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Acting Deputy Supervisor for Forest Resilience, Regulation and Aquatics of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2025

(Seal or stamp)

(Signature)

(Print Name)

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

My appointment expires _____

EXHIBIT A
PROPERTY DESCRIPTION

Agreement Number 51-A52673

1. LEGAL DESCRIPTION OF THE EASEMENT PROPERTY:

That real property legally described and shown as Easement No. 51-A52673 in that record of survey recorded in Snohomish County, Washington, on December 23, 2024, under Auditor's File Number 202412235013.

2. SQUARE FOOTAGE OF EASEMENT:

Total square feet 10,445

EXHIBIT B

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities.

Grantee owns, operates, and maintains a 28-inch diameter outfall transmission pipe crossing under Ebey Slough which then discharges into Steamboat Slough under separate agreement No. 51-077970.

B. Proposed Work.

Grantee proposes no new facilities or Work.

2. ADDITIONAL OBLIGATIONS

None.

Aquatic Lands Easement
Template approved as to form this
10th day of January 2022
Jennifer Clements, Assistant Attorney General



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Pat Gruenhagen, Engineering

ITEM TYPE: Project Acceptance

AGENDA SECTION: New Business

SUBJECT: Project Acceptance for the SR 528 Water Main Replacement Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to accept the SR 528 Water Main Replacement Project, starting the 60-day lien filing period for project closeout.

SUMMARY:

On July 8, 2024, the City Council awarded the SR 528 Water Main Replacement Project to Earthwork Solutions, Inc., in the amount of \$2,850,505.42 including Washington State Sales Tax. Subsequent to this, Notice to Proceed was issued and work began on September 23, 2024. Over the course of the next eight months, the project gave rise to substantial improvements that included installation of approximately 4,200 linear feet of 12-inch diameter and 1,800 linear feet of 18-inch diameter ductile iron water main, followed by roadway surface restoration involving an overlay of SR 528 eastbound lanes from 71st Avenue NE to 83rd Avenue NE.

The total construction cost for the project equaled \$2,793,025, which is \$57,480 (2%) under the contract award amount.

Work performed under this contract was inspected by City staff and found to be physically complete on May 29, 2025, in accordance with the approved plans and specifications. Staff therefore recommends Council's acceptance of the project for closeout.

ATTACHMENTS:
[SL007_Notice of Physical Completion.pdf](#)



MARYSVILLE
ENGINEERING SERVICES

June 26, 2025

Mr. Gunnar Fox
Earthwork Solutions, LLC
8629 156th Street NE
Arlington, WA 98223

Subject: Project W2304, SR 528 Water Main Replacement
Serial Letter 007 — Notice of Physical Completion

Dear Gunnar:

This letter is to confirm that the referenced project was deemed Physically Complete by the City of Marysville on May 29, 2025, given the recent completion of final work on the project. Accordingly, we will now be taking the project forward to Marysville City Council for recommended final acceptance. This is tentatively scheduled to occur on July 28th, after which time the 60-day lien filing period will commence.

The following documents still must be generated in order to establish the Project Completion Date:

1. Certificate of Release from Department of Labor and Industries
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department

Earthwork Solutions' retainage (obligation) will be released once these forms have been issued, and upon completion of the lien filing period (*presuming that no claims are filed*). If you have any questions or comments, please contact me.

Sincerely,
CITY OF MARYSVILLE

Patrick Gruenhagen, P.E.
Senior Project Manager

CC: Project File, W2304

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	July 28, 2025
SUBMITTED BY:	Pat Gruenhagen, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Local Agency Agreement and Prospectus with WSDOT for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate preliminary engineering funds for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project.
SUMMARY:	On January 10, 2024, the City was awarded \$3,602,000 in Federal funds through the National Highway System (NHS) Asset Management Program — for a construction project that proposes to implement pavement rehabilitation along a 1.5 mile segment of the Ingraham Boulevard and 84th Street NE corridor. Improvements – involving a 2-inch grind and overlay and, where necessary, full depth pavement repairs – will extend from 67th Avenue NE in the west to State Route 9 in the east. Construction is tentatively projected to be under way next summer, pending completion of design, environmental review, and permitting. As is customary for projects such as this, Federal funds are administered through WSDOT, and a Local Agency Agreement and Local Agency Federal Aid Project Prospectus are required in order to obligate Federal funds to initiate preliminary engineering (PE). The Local Agency Agreement ensures that Federal funds for the agreed amount are spent in accordance with applicable laws and regulations. The Project Prospectus serves as the support document for authorization of Federal funds.

ATTACHMENTS:

[LAA Form 140-039_Proj R2504.pdf.pdf](#)

[Project Prospectus Form 140-101_Proj R2504.pdf.pdf](#)



**Washington State
Department of Transportation**

Agency City of Marysville

Address Marysville Civic Center
501 Delta Avenue
Marysville, WA 98270

Local Agency Agreement

ALN 20.205 - Highway Planning and Construction
(Assistance Listing Number)

Project Number

Agreement Number

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Ingraham Blvd and 84th St NE Pavement Preservation

Length 1.5 miles

Termini 67th Avenue NE (West) / State Route 9 (East)

Description of Work

The project will include a full width grind and 2-inch overlay, pavement repair where necessary, upgrade curb ramps to meet ADA (including improvements at signalized intersections triggered by ramp upgrades), loop detection and video detection, utility adjustments and pavement markings.

Project Agreement End Date 3/31/2029

Advertisement Date

Indirect Cost Rate

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 100 % Federal Aid Participation Ratio(s) for PE	a. Agency	48,000.00		48,000.00
	b. Other Consultant	446,000.00		446,000.00
	c. Other			
	d. State Services	5,000.00		5,000.00
	e. Total PE Cost Estimate	499,000.00	0.00	499,000.00
Right of Way % Federal Aid Participation Ratio(s) for RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	0.00	0.00	0.00
Construction % Federal Aid Participation Ratio(s) for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	0.00	0.00	0.00
r. Total Project Cost Estimate		499,000.00	0.00	499,000.00

Agency Official

By
Title Mayor
Agency Date

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	7/11/2025
Federal Aid Project Number				DUNS Number	076658673
Local Agency Project Number	R2504	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title Ingraham Blvd & 84th St NE Pvmnt Preservation		Start Latitude N 48.0743 End Latitude N 48.0719		Start Longitude W -122.1396 End Longitude W -122.1126	
Project Termini From-To 67th Ave. NE (West) State Route 9 (East)		Nearest City Name Marysville			Project Zip Code (+4) 98270+4540
Begin Mile Post N/A	End Mile Post N/A	Length of Project 1.5 miles		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID 2670	Begin Mile Point N/A	End Mile Point N/A	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 39		Congressional District(s) 1		Urban Area Number 1

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	499000	0	499000	9/2025	
R/W	50000	0	50000	12/2025	
Const.	3053000	0	3053000	4/2026	
Total	3602000	0	3602000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 28 ft. to 52 ft.	Number of Lanes 2
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The existing roadway is posted at 35mph and is exhibiting longitudinal cracking, block cracking, spalling, and general surface wear. Average Daily Traffic is 9,400 vehicles per day including 29 bus trips per day.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will include a full width grind and 2-inch overlay, pavement repair where necessary, upgrade of curb ramps to meet ADA standards (including improvements at signalized intersections triggered by ramp upgrades), loop detection and video detection, utility adjustments, and pavement markings.

Local Agency Contact Person Patrick Gruenhagen		Title Senior Project Manager		Phone 360.363.8281	
Mailing Address 501 Delta Avenue		City Marysville		State WA	Zip Code 98270+4540
Project Prospectus	By _____ Approving Authority				
	Title Engineering Services Director				Date

Agency City of Marysville	Project Title Ingraham Blvd & 84th St NE Pvmt Preserva	Date 7/11/2025
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Type of Proposed Work			
Project Type (Check all that Apply)			Roadway Width 28' to 52'
☐ New Construction	☐ Path / Trail	☒ 3-R	Number of Lanes 2
☐ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R	
☐ Railroad	☐ Parking	☐ Other	
☐ Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	☒ Principal Arterial	☐ Principal Arterial
	☒ Urban	☐ Minor Arterial
	☐ Rural	☐ Collector
	☒ NHS	☐ Major Collector
	☐ Local Access	☐ Minor Collector
Terrain	☐ Flat ☒ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	35mph	
Design Speed	40mph	
Existing ADT	9400	
Design Year ADT	12240	
Design Year	2046	
Design Hourly Volume (DHV)	1190	

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant	Others 95 %	Agency 5 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification	
☐ Class I - Environmental Impact Statement (EIS)	☒ Class II - Categorically Excluded (CE)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement	☒ Projects Requiring Documentation (Documented CE)
☐ Class III - Environmental Assessment (EA)	
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations The project lies adjacent to residential neighborhoods and is in close proximity to Marysville Getchell High School. As a result, the City must remain mindful of the need to "be a good neighbor" during construction - striving to minimize noise and traffic impacts. Moreover, the project traverses sensitive areas and a tributary to Quilceda Creek to the west. While the nature of this project is such that it should not give rise to impacts to these bodies of water, they will need to be considered during design and construction. No new impervious areas will be created by way of this project, and all storm-water generated during construction will be collected, conveyed and treated in accordance with an approved Storm Water Pollution Prevention Plan.

Agency City of Marysville	Project Title Ingraham Blvd & 84th St NE Pvmt Preserva	Date 7/11/2025
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Right of Way

☐ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☒ Right of Way Needed ☒ No Relocation	☐ Relocation Required
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Utilities

☒ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract
--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date

By _____ Mayor/Chairperson



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Finance Director Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Providing for the Issuance, Sale and Delivery of Not to Exceed \$4,600,000 Aggregate Principal Amount of Limited Tax General Obligation Bonds to Pay or Reimburse Costs of Capital Improvements to the City's Cedarcrest Golf Course Irrigation Project and Capital Improvements

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. ____.

SUMMARY: This is an Ordinance to issue debt to finance the Cedarcrest Golf irrigation project and other related capital improvements.

ATTACHMENTS:

[Bond Ordinance_City of Marysville_LTGO Bond 2025\(103838454.3\).pdf](#)

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$4,600,000 aggregate principal amount of limited tax general obligation bonds to provide a portion of the funds necessary to pay or reimburse costs of capital improvements to the City's Cedarcrest Golf Course and other capital improvements within the City and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed July 28, 2025

This document prepared by:

*Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

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**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$4,600,000 aggregate principal amount of limited tax general obligation bonds to provide a portion of the funds necessary to pay or reimburse costs of capital improvements to the City's Cedarcrest Golf Course and other capital improvements within the City and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) *"Authorized Denomination"* means \$5,000 or any integral multiple thereof within a maturity for Bonds sold through a negotiated or competitive sale, and in any denomination designated by the Designated Representative for those Bonds sold by private placement.

(b) *"Beneficial Owner"* means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(c) *"Bond"* means each bond issued pursuant to and for the purposes provided in this ordinance.

(d) *"Bond Counsel"* means the firm of Foster Garvey P.C., its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(e) *"Bond Fund"* means the account or subaccount known as the Limited Tax General Obligation Bond Fund, 2025, of the City created for the payment of the principal of and interest on the Bonds.

(f) *"Bond Purchase Agreement"* means an offer to purchase the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance. In the case of a competitive sale, the official notice of sale, the Purchaser's bid and the award by the City shall constitute the Bond Purchase Agreement for purposes of this ordinance. In the case of a private placement, a certificate setting forth the Final Terms of the Bonds constitutes the Bond Purchase Agreement.

(g) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(h) “*Bond Registrar*” means the Fiscal Agent or any successor bond registrar selected by the City for Bonds sold through a negotiated or competitive sale, and the Finance Officer or any successor bond registrar selected by the City for Bonds sold by private placement.

(i) “*City*” means the City of Marysville, Washington, a municipal corporation duly organized and existing under the laws of the State.

(j) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(k) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(l) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(m) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(n) “*Final Terms*” means the terms and conditions for the sale of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.

(o) “*Finance Officer*” means the Finance Director or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(p) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(q) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(r) “*Improvements*” means (1) capital improvements to the City’s Cedarcrest Golf Course, including replacement of the existing 30-year old irrigation system and pump equipment, rehabilitation of the on-site water reservoir, including water supply and pump equipment, potential replacement of the existing pump facility and other related Golf Course, and (2) other capital improvements as deemed necessary and advisable by the City.

(s) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(t) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated November 14, 1997, as it may be amended from time to time,

and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(u) “*MSRB*” means the Municipal Securities Rulemaking Board.

(v) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(w) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(x) “*Project Fund*” means the fund or account designated or created by the Finance Officer for the purpose of paying the costs of the Improvements.

(y) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of the Bonds.

(z) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(aa) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(bb) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(cc) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(dd) “*SEC*” means the United States Securities and Exchange Commission.

(ee) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(ff) “*State*” means the State of Washington.

(gg) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1405 of the City.

(hh) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

(ii) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 15 of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of the Improvements.* The City is in need of the Improvements. The total expected cost of the Improvements is at least \$4,400,000, which is expected to be paid from proceeds of the Bonds, and other available money of the City. The City Council therefore finds that it is in the best interests of the City to carry out the Improvements.

(b) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$4,600,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

- (1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2025 is \$15,256,413,340.
- (2) As of June 30, 2025, the City had limited tax general obligation indebtedness, consisting of bonds and leases outstanding in the principal amount of \$57,775,590, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.
- (3) As of June 30, 2025, the City had no unlimited tax general obligation indebtedness.

(c) *The Bonds.* For the purpose of providing the funds necessary to pay or reimburse the costs of the Improvements and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City’s Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more series in the aggregate principal amount not to exceed \$4,600,000 to provide funds necessary to finance costs of the Improvements and to pay the costs of issuance and sale of the Bonds. The proceeds of the Bonds allocated to paying the cost of the Improvements shall be deposited as set forth in Section 8 of this ordinance and shall be used to carry out the Improvements, or a portion of the Improvements, in such order of time as the City determines is advisable and practicable.

Section 4. Appointment of Designated Representative; Description of Bonds. The Finance Officer and the City Administrator are each appointed as the Designated Representative

of the City, both with the individual authority to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar for Bonds that are sold by negotiated or competitive sale. The Finance Officer is appointed as initial Bond Registrar for Bonds that are sold by private placement. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the

Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing such officer's manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although such officer did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate of Authentication. This Bond is one of the fully registered City of Marysville, Washington, Limited Tax General Obligation Bond[s], 2025 described in the Bond Ordinance." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts; Deposit of Proceeds.

(a) *Bond Fund.* The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

(b) *Project Fund.* The Finance Officer is authorized to create or maintain the Project Fund and is authorized and directed to deposit into the Project Fund the proceeds of the Bonds to be used to pay the costs of the Improvements and costs of issuance and sale of the Bonds. Until needed to pay the costs of the Improvements and costs of issuance and sale of the Bonds, the City may invest principal proceeds temporarily in any legal investment, and the investment earnings may be retained in the Project Fund and be spent for the purposes of those funds.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption, or prepayment, at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A, if not previously redeemed under any optional redemption provisions or purchased and surrendered for cancellation under the provisions set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase prices) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner)

of the same maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Officer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity date or date fixed for redemption or prepayment, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption or prepayment until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the

principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Officer is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Bonds as "Qualified Tax-Exempt Obligations."* The Bonds may be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

- (1) the Bonds do not constitute "private activity bonds" within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Bonds are issued will not exceed \$10,000,000 (or such amount as may be amended by law); and
- (3) the amount of tax-exempt obligations, including the Bonds, designated by the City as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bonds are issued does not exceed \$10,000,000 (or such amount as may be amended by law).

Section 13. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust

account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 14. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell the Bonds by private placement, negotiated sale or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of the Bonds and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that the Bonds are to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that the Bonds are to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Final Terms and any other bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall open bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and accept the winning bidder’s offer to purchase the Bonds, with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate, consistent with the terms of this ordinance, and such award shall constitute the Bond Purchase Agreement. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City’s best

interest to do so. If all bids are rejected, the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 15. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to the Designated Representative, approve the preliminary Official Statement prepared in connection with the sale of the Bonds to the public in a public offering. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for any Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement to purchasers and potential purchasers of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds in substantially the form attached as Exhibit B. The Designated Representative or other proper City official is authorized and directed to adopt, review, amend and implement the City's written procedures to facilitate compliance by the City with this Undertaking.

Section 16. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 17. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance and to do everything necessary for the prompt delivery of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 18. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 19. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Marysville, Washington, at an open public meeting thereof, this 28th day of July, 2025.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A
DESCRIPTION OF THE BONDS

- | | | |
|-----|---------------------------|--|
| (a) | Principal Amount. | The Bonds may be issued in one or more series and shall not exceed the aggregate principal amount of \$4,600,000. |
| (b) | Date or Dates. | Each Bond shall be dated its Issue Date, which date may not be later than one year after the effective date of this ordinance. |
| (c) | Denominations, Name, etc. | The Bonds shall be issued in Authorized Denominations. The Bonds shall be numbered separately in such manner and bear any name or additional designation as deemed necessary or appropriate by the Designated Representative. Conforming changes shall be made in the certificate of authentication authorized by Section 6 of this ordinance. |
| (d) | Interest Rate(s). | Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 6.00%, and the true interest cost to the City for the Bonds may not exceed 6.00%. |
| (e) | Payment Dates. | Interest shall be payable semiannually on dates acceptable to the Designated Representative, commencing no later than one year following the Issue Date of the Bonds. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments annually thereafter, on dates acceptable to the Designated Representative. |
| (f) | Final Maturity. | The Bonds shall mature no later than December 31, 2045. |
| (g) | Redemption Rights. | <p>The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:</p> <p>(1) <u>Optional Redemption.</u> Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior</p> |

to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.

- (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) Price.

The purchase price for the Bonds may not be less than 95% or more than 140% of the stated principal amount of the Bonds.

(i) Other Terms and Conditions.

- (1) The Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date.
- (2) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as the Designated Representative may determine are in the best interests of the City, consistent with this ordinance.

**Form of
UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE**

**City of Marysville, Washington
Limited Tax General Obligation Bonds, 2025**

The City of Marysville, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. ____ of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b)(i) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under

the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties. The term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

- (iii) Timely notice of a failure by the City to provide the required annual financial information described in paragraph (b)(i) on or before the date specified in paragraph (b)(ii).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

- (i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time; (2) principal amount of general obligation bonds outstanding at the end of the fiscal year described in the filed financial statements; (3) assessed valuation for that fiscal year; and (4) regular property tax levy amount and rate for that fiscal year;
- (ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City’s fiscal year ending December 31, 2025; and
- (iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

If not submitted as part of the annual financial information described in paragraph (b)(i) above, the City will provide or cause to be provided to the MSRB audited financial statements, when and if available.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Officer or the Finance Officer's designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided in paragraph (a)(i);
- (ii) Determining whether any failure to provide the annual financial information undertaken to be provided in paragraph (a)(i) has occurred and providing any notice undertaken to be provided in paragraph (a)(iii);
- (iii) Determining whether any event specified in items (1)-(16) of paragraph (a)(ii) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any notice undertaken to be provided in paragraph (a)(ii) of its occurrence;
- (iv) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (v) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (vi) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Marysville, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on July 28, 2025, as that ordinance appears on the minute book of the City.

2. The meeting was duly convened, held and included an opportunity for public comment, in all respects in accordance with law.

3. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is _____, 2025.

4. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: July 28, 2025.

CITY OF MARYSVILLE, WASHINGTON

City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Finance Director Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Retroactively Setting the City Water and Sewer Utility Gross Receipts Tax Rate, and Surface Water Utility Gross Receipts Tax Rate and Amending Sections 3.65.010 and 3.69.010 of the Municipal Code

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY:

The city assesses a gross receipts tax on the city's own water, surface water, and sewer utilities. These taxes are transferred from the utility funds to the general fund. They are not directly assessed on utility customers but are part of the rate customers pay. The rates were set separately by Ordinance No. 3321. This ordinance does not increase customer rates.

The 2025-26 biennial budget contemplated that the utility tax would be 13% and the resulting revenue would be placed in the general fund. This was communicated to Council during the budget presentations. However, the ordinance setting the rate at 13% inadvertently was not presented to Council. Consequently, for budget reasons and to maintain solvency of the general fund, it is recommended that Council make the 13% rate retroactive to January 1, 2025, so that it aligns with the 2025-26 biennial budget adopted by Council.

ATTACHMENTS:

[Ordinance - UT Water Sewer Surface Water 13 percent 1-1-25 effective date retroactive.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, RETROACTIVELY SETTING THE CITY WATER AND SEWER UTILITY GROSS RECEIPTS TAX RATE AND SURFACE WATER UTILITY GROSS RECEIPTS TAX RATE AT THIRTEEN PERCENT OF GROSS RECEIPTS AND AMENDING SECTIONS 3.65.010 AND 3.69.010 OF THE MUNICIPAL CODE.

WHEREAS, section 3.65.010 of the municipal code imposes a gross receipts tax on water and sewer accounts at the rate of 8.5%; and

WHEREAS, section 3.69.010 of the municipal code imposes a gross receipts tax on surface water accounts at the rate of 8.5%; and

WHEREAS, the 8.5% tax rates were set in January 2012; and

WHEREAS, setting the utility tax rate at 13% will contribute to fiscal stability and help to maintain a balanced budget; and

WHEREAS, this tax is imposed on city-owned utilities so that these enterprises contribute toward municipal services that benefit them as any other private enterprise would; and

WHEREAS, this tax does not increase the rates customers pay for water and sewer or surface water utility services, but is included in the utility rates previously set by the City Council; and

WHEREAS, setting the gross receipts tax at 13% is in the public interest; and

WHEREAS, during council deliberations and public hearings on the 2025-26 biennial budget, staff presented detailed information regarding the effects of increasing the water and sewer utility tax rate and surface water utility tax rate to 13%; and

WHEREAS, the City Council adopted the 2025-26 biennial budget which contemplated an increase in the utility tax rates to 13% effective January 1, 2025; and

WHEREAS, the increase in the utility tax rates to 13% was an integral part of the overall budget and the revenue to the general fund was necessary to general fund's solvency; and

WHEREAS, staff recently discovered that the ordinance that would have increased the utility tax rate while drafted, inadvertently was not presented to the City Council for consideration; and

WHEREAS, since January 1, 2025, tax payments from the water and sewer utility and surface water utility to the general fund have been paid at the 8.5% tax rate instead of at the 13% tax rate as contemplated by the 2025-26 biennial budget; and

WHEREAS, this resulted in significant and unanticipated revenue loss and is inconsistent with the budget adopted by the City Council; and

WHEREAS, the City Council intended that the water and sewer utility gross receipts tax and surface water utility gross receipts tax should have been set at a tax rate of 13% effective January 1, 2025, in accordance with the budget adopted by the City Council; and

WHEREAS, this ordinance is intended to cure the oversight of the ordinance increasing the tax rate not being adopted contemporaneously with the City Council's adoption the 2025-26 biennial budget which contemplated this increase; and

WHEREAS, this ordinance applies prospectively and retroactively to January 1, 2025, and the gross receipts tax rate on the water and sewer utility and the surface water utility will be 13% effective January 1, 2025; and

WHEREAS, the Mayor should take all necessary action to make this ordinance effective.

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

SECTION 1. Section 3.65.010 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Section 3.69.010 of the municipal code is amended as set forth in Exhibit B.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date: _____, 2025

EXHIBIT A

3.65.010 Tax imposed.

On January 1, 2025, there is levied and there shall be collected from the water and sewer department of the city a tax in the amount of ~~eight and one half percent~~ (8.5%)-13% of the gross receipts of the customer accounts in such department; provided, the tax is not collected from receipts received by the department from any public water or sewer district or city or from the receipts from wholesale sales of water to other public purveyors.

EXHIBIT B

3.69.010 Tax imposed.

Effective January 1, 2025, There~~there~~ is levied and there shall be collected from the surface water utility department of the city a tax in the amount of ~~eight and one-half percent (8.5%)~~ 13% of the gross receipts of the customer accounts in such department.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Jennifer Stapleton, Executive

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Grant Agreement with Washington Commerce for the Riverwalk Sports and Entertainment Facility

SUGGESTED ACTION: Recommended Motion: I move to authorize the mayor to sign and execute the grant agreement with Washington Commerce

SUMMARY: Accept a grant in the amount of \$299,730 from Washington Commerce to provide funding for the development of an indoor youth sports facility. Project scope includes an economic analysis of the sports facility to inform public-private partnership structures and funding as well as engineering, site permitting and preparation, to include removal of contaminated materials.

ATTACHMENTS:
[DOC Riverwalk.pdf](#)



Grant to

City of Marysville

through

The Local Community Projects Program

For

Riverwalk Sports and Entertainment Facility

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FACE SHEET

Grant Agreement Number: 25-96647-141

Project Name: Riverwalk Sports and Entertainment Facility

Washington State Department of Commerce Local Government Division Local Community Projects

1. GRANTEE City of Marysville 501 Delta Avenue Marysville, WA 98270		2. GRANTEE Doing Business As (optional) City Hall 501 Delta Avenue Marysville, WA 98270	
3. GRANTEE Representative Jennifer Stapleton City Administrator (360) 363-8088 jstapleton@marysvillewa.gov		4. COMMERCE Representative Chelsea Bagwell Program Manager (360) 485-3890 chelsea.bagwell@commerce.wa.gov	
5. Grant Amount \$299,730.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Upon Final Signature	8. End Date 6/30/2029, contingent on reappropriation, 6/30/2027 if funds are not reappropriated.
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # 91-6001459	11. SWV # SWV0000432-00	12. UBI # 600200009	13. UEI # KENDBGSMVPQ7
14. Grant Purpose The purpose of this performance-based Grant Agreement is to provide funding for the development of an indoor youth sports facility as described in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, and Attachment E – Certification of Intent to Enter LEED Process, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).			
FOR GRANTEE _____ Jon Nehring, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date TEMPLATE APPROVED AS TO FORM _____ Lisa Koperski, Assistant Attorney General, on 7/22/2024	

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the Grantee, a Local Government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2024, Chapter 375, Section 1018 made an appropriation to support the 2025 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a "party" and, collectively, the "parties."

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$299,730.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

- A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:
- i. Eligible Project expenditures prior to the execution of this Grant Agreement.
 - ii. Cash dedicated to the Project.
 - iii. Funds available through a letter of credit or other binding loan commitment(s).
 - iv. Pledges from foundations or corporations.
 - v. Pledges from individual donors.
 - vi. The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
 - vii. In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

4. STATE PUBLIC WORKS

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects website](#) for more information.

5. SITE CONTROL

GRANTEES who receive grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of 10 years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEES must provide written evidence of continuing site control as may be requested by COMMERCE.

6. DOCUMENTATION AND SECURITY

The provisions of this Section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in State funds. The provisions may also apply to Tribes, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

- A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:
 - i. the facility improved or acquired with grant funds; or
 - ii. a distinct phase of the Project is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period term requirement and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property

7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement and as authorized by the Legislature, for work associated with the Project expenditures. Reimbursable costs are determined by the Scope of Work, Attachment A. Generally costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;
 - ii. Permits and fees;
 - iii. Labor and materials;
 - iv. Taxes on Project goods and services;
 - v. Capitalized equipment;
 - vi. Information technology infrastructure; and
 - vii. Landscaping.
- E. Other costs authorized through the legislation.

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of Commerce's disbursement of payment. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted or within 30 calendar days thereafter.

The voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or within 15 calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 18 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. In the event that the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project Status Report updates to their COMMERCE Representative annually or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. The Certificate of Occupancy /evidence of completion should be submitted with GRANTEE's final request for reimbursement.

10. CLOSEOUT CERTIFICATION

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A. All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or
- B. When final payment is made and GRANTEE has certified that the Project will be completed and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

11. INSURANCE

- A. Insurance Requirements for Reimbursable Activities The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11B below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.
- B. Additional Insurance Requirements During the Term of the Grant Agreement

- i. The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:
 - a. **Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).
 - b. **Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:
 1. Loss or damage by fire and such other risks;
 2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
 3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).
 - c. **Professional Liability, Errors, and Omissions Insurance.** If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.
 - d. **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:
 1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
 2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
 3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at

least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.

- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington the Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.
- iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications at COMMERCE's request and until six month after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.
- iv. **GRANTEES and Local Governments that Participate in a Self-Insurance Program.** Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work
- 5) Attachment B – Project Budget
- 6) Attachment C – Certification of the Availability of Funds to Complete the Project
- 7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- 8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
- 9) Application as submitted by the GRANTEE for funding
- 10) Notice of Funding Availability

- 11) Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/> drawing attention to the sections of the Guidelines that have been revised.

13. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

14. REAPPROPRIATION

- A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A.** The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B.** In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

18. MODIFICATION TO THE PROJECT BUDGET

- A.** Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, at its discretion, make modifications to line items in Attachment B (Project Budget) that will not increase the line item by more than 15%.
- B.** The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the line item by more than 15%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold increase described above.
- C.** Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- D.** Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

19. SIGNAGE, MARKERS AND PUBLICATIONS

- A. Taxpayers of Washington State as participant in funding Project** If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.
- B. Ensure coordinated Climate Commitment Act branding.** If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:
 - i.** Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: "The is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."
 - ii.** Include the "Climate Commitment Act" logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:
 - a.** any Project website or webpage that includes logos from other funding partners; and/or

- b. any Project media or public information materials that include logos from other funding partners; and/or
 - c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.
- iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

20. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

21. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

22. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

25. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

1. DEFINITIONS

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

5. ALLOWABLE COSTS

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

6. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

8. ASSIGNMENT

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

10. AUDIT

- A. General Requirements** COMMERCE reserves the right to require an audit. If required, GRANTEE's are to procure audit services and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

- B. State Funds Requirements** In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- C. Documentation Requirements** The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctoffice@commerce.wa.gov or a hard copy to:

Washington State Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia, WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
 - ii. Copy of the Management Letter.
- If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

11. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this Section includes:
 - i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
 - ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

17. DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

20. GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

23. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

24. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION, AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- A.** During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.
- B.** Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- C.** Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to

RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

29. PAY EQUITY

The GRANTEE agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
 - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or
 - iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

30. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

31. PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE’s review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

33. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

35. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue and current with all required filings. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State.

37. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice

requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

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

40. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

41. SUBGRANTING/SUBCONTRACTING

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.
- E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subcontractors. "Subgrantees/subcontractors" shall mean subgrantees/subcontractors of any tier.

42. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

44. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing

of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

45. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

46. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion,

to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;

- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

47. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

48. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by City of Marysville for the development of an indoor youth sports facility for located at 501 Delta Avenue, Marysville, WA 98270.

This Project will include, but not be limited to, the master planning, site permitting, and engineering work for the City of Marysville properties proposed as a site for a future indoor youth sports facility. This work will include an economic analysis of the sports facility to inform public-private partnership structures and funding, and site preparation, including removal of contaminated materials.

This Project will serve as a benefit to the public by serving as a tournament and event destination and as a recreational asset for local and regional sports and recreation.

This Project is anticipated to be completed by October 2025.

This Project is part of a larger project that is to be completed under separate funding. If the full project is not completed and put into service for the duration of the intended use period, Commerce reserves the right to recapture the funds or seek other remedies as allowed under this contract.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B - PROJECT BUDGET

<u>Line Item</u>	<u>Funding Amount</u>
Architecture & Engineering	\$150,000.00
Construction	\$149,730.00
Total Project Budget	\$299,730.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Non-State Fund Sources	Amount	
N/A	\$00.00	
Total Non-State Funds	\$00.00	
State Funds	Amount	
State Capital Budget	\$299,730.00	
Total Non-State and State Sources	\$299,730.00	
Holdback:	0%	\$00.00
Project Reimbursement Rate	100%	

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

**Not
Applicable**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	July 28, 2025
SUBMITTED BY:	Burton Eggertsen, Legal
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Interlocal Agreement Regarding Reimbursement of Certain Right-of-Way Expenses in Support of the 88th Street and I-5 and 4th Street and I-5 Interchange Project.
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign the Interlocal Agreement Regarding Reimbursement of Certain Right-of-Way Expenses in Support of the 88th Street and I-5 and 4th Street and I-5 Interchange Project.
SUMMARY:	The Tribes is engaged in the 88th Street and I-5 and 4th Street and I-5 Interchange Projects. The project will rebuild 7 intersections at 2 interchanges and result in the construction of four roundabouts on 88th Street and three roundabouts on 4th Street. Certain improvements will be made in the City limits, which will benefit the City by improving traffic flow on 4th Street and 88th Street. Given that the project will require the acquisition of right-of-way in the City limits, and given that the project will provide benefits to the City, the proposed ILA will commit the City to reimburse the Tribes for up to \$2,500,000.00 for the cost of acquisition of right-of-way in the City limits. Such acquired right-of-way will then be dedicated to the City.

ATTACHMENTS:

[4th and 88th ROW Costs ILA - Tulalip Edits FINAL 7.25.25 CLEAN.docx](#)

**INTERLOCAL AGREEMENT REGARDING REIMBURSEMENT OF CERTAIN
RIGHT-OF-WAY EXPENSES IN SUPPORT OF THE 88TH STREET AND I-5
INTERCHANGE, 4TH STREET AND I-5 INTERCHANGE PROJECT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of the last signature date set forth below, by and between the CITY OF MARYSVILLE, a municipal corporation (the “City”) and the TULALIP TRIBES OF WASHINGTON, a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. §5123 (the “Tribes”), (each a “Party” and together the “Parties”).

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes the City of Marysville to enter into agreements with other units of government, including Indian tribes, to jointly exercise their existing powers and authority; and

WHEREAS, the Tribes is a federally recognized Indian tribe occupying the Tulalip Indian Reservation (“Reservation”) located in Snohomish County; and

WHEREAS, the Tribes are constructing the I-5 / 4th Street and 88th Street NE Interchange Improvement Project, which will rebuild 7 intersections at 2 interchanges and result in the construction of four roundabouts on 88th Street and three roundabouts on 4th Street (the “Project”); and

WHEREAS, some of the Project improvements will be located in the City of Marysville; and

WHEREAS, the Project will benefit the residents of the City by improving traffic flow along 88th Street and 4th Street; and

WHEREAS, the City has supported the Project by advocating for the allocation of state funding; and

WHEREAS, the City is willing to contribute up to a maximum of two million five hundred thousand dollars (\$2,500,000.00) for right-of-way acquisition for those portions of the Project located in the City; and

WHEREAS, the parties desire that all right-of-way interests acquired in the City limits shall be conveyed to the City, except those portions of properties that must be conveyed to WSDOT.

AGREEMENT

1. City Contribution. The Tribes are leading the Project, including acquisition of right-of-way necessary for construction of the Project. In recognition that certain properties from which

right-of-way will need to be acquired are located in the City, the City agrees that it will reimburse the Tribes up to a maximum of two million five hundred thousand dollars (\$2,500,000.00) for the cost of acquisition of right-of-way in the City that is necessary to construct the Project (the “Maximum Reimbursement Amount”). This maximum amount is inclusive of all costs of right-of-way acquisition, including but not limited to costs relating to negotiations, consultant fees, communication with landowners, mailing fees, litigation expenses, document preparation, and filing and recording fees. The City will only be responsible for reimbursing the Tribes for the actual right-of-way acquisition costs up to the Maximum Reimbursement Amount, and will neither be required to pay the full maximum amount in the event the actual acquisition costs are lower than the Maximum Reimbursement Amount, nor be required to pay more than the maximum in the event the actual acquisition costs exceed the Maximum Reimbursement Amount.

2. Reimbursement Procedure. The Tribes will provide the City with itemized invoices after recording the conveyances for each property, along with the settlement agreement. The City will reimburse the Tribes within thirty (30) days of receipt of each respective invoice.

In the event the Tribes incur costs related to right-of-way acquisition but unrelated to a specific property acquisition, the Tribes will provide the City with invoices for such miscellaneous expenses on a quarterly basis and, if possible, identify whether the costs are associated with the 4th Street or 88th Street portion of the Project. The City will reimburse the Tribes within thirty (30) days of receipt of such invoice.

All invoices contemplated by this Section shall be sent to the City’s point of contact as identified in Section 6.

3. Conveyance. All property interests that are to be acquired in the City (except for temporary construction easements) are to be conveyed to the City. All right-of-way acquisition documents, such as right-of-way deeds and permanent easements, shall therefore name the City as the grantee for the property rights being conveyed. The Tribes shall provide a copy of these documents to the City prior to recording. The Tribes shall be responsible for recording such documents, and any recording fees shall be subject to the reimbursement procedures contemplated herein.

4. Term. This Agreement shall be effective until completion of the Project and reimbursement of the Tribes by the City as contemplated herein.

5. Indemnification. Each party assumes responsibility and liability for the acts, errors, and omissions of its employees, officers, and agents in the performance of this Agreement.

6. Notices. Receipt of any notice shall be deemed effective on the date personally served, or five (5) days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE

Jennifer Stapleton, City Administrator

501 Delta Avenue

Marysville, WA 98270

Notices to the Tribes shall be sent to the following address:

TULALIP TRIBES OF WASHINGTON

Teri Gobin, Chairwoman

6406 Marine Drive

Tulalip WA 98271

7. Limited Waiver of Sovereign Immunity.
- a. The Tribes expressly agrees to waive its sovereign immunity for the limited purpose of lawsuits or other legal proceeding brought by the City to enforce the terms of this Agreement in Washington State Superior Court or United States District Court for the Western District of Washington.
 - b. The Parties acknowledge and agree that the Parties shall individually have standing to sue in Washington State superior court or the United States District Court for the Western District of Washington to enforce specific performance of this Agreement. Either Party may at any time seek injunctive relief or specific performance in Washington State superior court or the United States District Court for the Western District of Washington if the Party reasonably believes that the other Party has breached any covenant contained in this Agreement. Except as provided in this Section 7.b, the Parties may not seek from any court any provisional remedy pending the fulfillment of all dispute resolution requirements set forth in Section 7.d-e.
 - c. It is intended that any disputes between the Parties concerning this Agreement should be resolved by the Parties through direct, oral discussion and, if such is not possible, then through the dispute resolution framework established in Section 7.d-

e below. All stated time frames for resolving disputes may be lengthened by mutual consent.

- d. No violation of a covenant, duty or obligation shall be considered a material breach of such covenant, duty or obligation unless and until (1) the complaining party delivers to the other party, by certified mail, return receipt requested or by another means of certifiable delivery, a written notice which identifies the alleged violation of a covenant and demands that the other party cure such violation within ten (10) business days of receiving the written notice, and (2) the other party fails to timely cure the violation. During the same ten (10) business days following certified receipt of the notice of violation, the Parties will have one or more government to government discussions, including at least one face to face meeting, to discuss and resolve the alleged breach. Prior to the first face to face meeting, the responding party shall provide the other party with a written response. If a party fails to timely cure following receipt of the notice of violation and the parties do not otherwise resolve their dispute, cessation of that activity after the time allotted for cure has passed shall not be deemed a cure of the alleged breach, except by express waiver of the complaining party. Either party may initiate dispute resolution pursuant to Section 7.e below to contest the notice of violation and allegation of breach, the failure to cure or the sufficiency of the cure, as the case may be.
 - e. If direct discussions pursuant to Section 7.d above are unsuccessful in resolving the dispute, any party may make a written demand for mediation before a single mediator. If the parties cannot agree on the selection of a mediator within ten (10) business days of the date the written demand letter was received, then the mediation will be administered by J.A.M.S., Seattle, Washington Office, or its successor, using a mediator selected by J.A.M.S. from its roster. Any mediator selected must have at least five (5) years' legal experience in real estate law and, to the extent possible, a fundamental knowledge of Indian law.
 - f. If the dispute remains unresolved after fulfillment of the dispute resolution requirements set forth in Sections 7.d and 7.e, either party may initiate an action in the State of Washington superior courts or United States District Court for the Western District of Washington to enforce the terms of this Agreement, as provided herein. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.
8. Administration. Each Party shall designate an individual, which may be designated by title or position, to oversee and administer each respective party's participation in this Agreement (an "Administrator"). The Parties' initial Administrators shall be those identified in Section 6. Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

9. Entire Agreement. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.
10. No Joint Venture. No joint venture or partnership if formed as a result of this Agreement. No officers, officials, employees, or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.
11. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and gives no right to any other party or person.
12. Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties
13. Nonwaiver. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right
14. Severability. If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such action shall not affect the validity or enforceability of any other section or part of this Agreement.
15. Incorporation by Reference. The recitals set forth above are incorporated in full by this reference.
16. Nonassignable. This Agreement, and the benefits and obligations contained herein, may not be assigned without the express written consent of the other respective party.
17. Counterparts. This Agreement may be executed in several identical counterparts, each of which shall be deemed to be an original copy, all of which together shall constitute one Agreement, binding upon all parties hereto, notwithstanding that all the parties shall not have signed the same counterparts.
18. Authority to Bind parties and Enter into Agreement. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

TULALIP TRIBES OF WASHINGTON:

Teri Gobin, Chairwoman

Date



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Jeff Wilson, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Amending Chapter 11.52 of the Municipal Code Regarding the Commute Trip Reduction Plan

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No._____.

SUMMARY: In 2006, the Washington State Legislature passed the Commute Trip Reduction (CTR) Efficiency Act amending RCW 70.94.521 — 555 and requiring local governments in counties experiencing the greatest automobile related air pollution and traffic congestion to set new goals for reducing drive-alone trips and vehicle miles traveled. The CTR Plan is required to be updated every four (4) years. Our current Ordinance was updated in 2017. As part of the current update, Washington State Department of Transportation (WSDOT) is requiring several updates to the CTR Plan and CTR Ordinance. The proposed updates were presented to council in a workshop on June 2nd.

ATTACHMENTS:

[E005_-_Ordinance_-_CA25-0006.pdf](#)
[E005 - Memorandum - CA25-0006.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING CHAPTER 11.52 OF THE MUNICIPAL CODE
REGARDING THE COMMUTE TRIP REDUCTION PLAN.**

WHEREAS, in 2006, the Washington State Legislature passed the Commute Trip Reduction (CTR) Efficiency Act amending RCW 70.94.521 — 555 and requiring local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to set new goals for reducing drive-alone trips and vehicle miles traveled, in order to strengthen the local governments' Commute Trip Reduction Plans and the tie with local land use and transportation planning; and

WHEREAS, the City last updated its Commute Trip Reduction Ordinance in 2017; and

WHEREAS, the Washington State Legislature has amended the Commute Trip Reduction Act by replacing RCW 70.94.521-555 with RCW 70A.15.4000-4110 since that time; and

WHEREAS, Community Transit has requested that local jurisdictions adopt Commute Trip Reduction Plans and Ordinances that are more uniform to allow for easier administration; and

WHEREAS, the City's new Commute Trip Reduction Plan and Ordinance require more comprehensive tools to accomplish the Commute Trip Reduction goals; and

WHEREAS, the City of Marysville's DRAFT CTR Plan, prepared in accordance with RCW 70A.15.4000-.4110, was reviewed by Puget Sound Regional Council and was found to substantively meet the requirements established in WAC 468-63-040; and

WHEREAS, on January 16, 2025, the Washington State Transportation Demand Management Technical Committee approved the local and regional CTR Plans for Snohomish County, including the City of Marysville's DRAFT CTR Plan; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City, in reviewing and amending its development regulations has complied with the notice, public participation and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code and development code (MMC Title 11); and

WHEREAS, the Planning Commission, during a public meeting held on May 13, 2025, discussed proposed amendments to municipal code sections 11.52 to address the requirements of WAC 468-63-040(1)(e); and

WHEREAS, on May 13, 2025, the Marysville Planning Commission held a duly-advertised public hearing and recommended that the City Council adopt the proposed amendments to the City's development regulations; and

WHEREAS, at a public meeting on June 2, 2025, the Marysville City Council reviewed and considered the Marysville Planning Commission's Recommendation and proposed amendments to the City's development regulations; and

WHEREAS, the amendments to the development regulations are exempt from State Environmental Policy Act review under WAC 197-11-800(19); and

WHEREAS, the development code amendments contemplated herein are consistent with the following required findings of MMC 22G.010.500:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of Title 22 MMC;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the proposed action.

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

SECTION 1. Amendment to chapter 11.52 MMC. Chapter 11.52 of the municipal code is amended as set forth in **Exhibit A**.

SECTION 2. The DRAFT CTR Plan, as approved by the WSDOT Transportation Demand Management Technical Committee, shall be adopted in its entirety by reference, as set forth in **Exhibit B**.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2025.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
CHARI TABER, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

EXHIBIT A

11.52.010 Title.

The ordinance codified in this chapter shall be known as the "commute trip reduction ordinance" of the city of Marysville. (Ord. 3047 § 1, 2017).

11.52.020 Jurisdiction.

The requirements set forth in this chapter shall apply to all major employers at any single worksite within the city limits of the city of Marysville. (Ord. 3047 § 1, 2017).

11.52.030 Purpose and intent.

The purpose of this chapter is to comply with statewide Commute Trip Reduction Law of 1991 (RCW [70.94.521](#) through [70.94.555](#); Chapter 202, Laws of 1991) as amended. The chapter is intended to reduce the overall number of commute trips by reducing single-occupancy vehicle trips and increasing the use of alternative modes of transportation or alternative work schedules.

The commute trip reduction ordinance will not be used as a substitute for reviews of projects under other city requirements or for compliance with the State Environmental Policy Act. (Ord. 3047 § 1, 2017).

11.52.040 Administration.

The chief administrative officer or designee is responsible for administering the provisions of this chapter and has the authority to promulgate rules and regulations to implement and administer this chapter, the city's CTR plan, and the city's CTR program. (Ord. 3047 § 1, 2017).

11.52.050 Definitions.

"Affected employee" means a full-time employee who begins their regular work day at a major employer worksite between 6:00 a.m. and 9:00 a.m. (inclusive) on two or more weekdays for at least 12 continuous months. For the purpose of defining "affected employees," the following apply:

- (1) A full-time employee is a person, other than an independent contractor, scheduled to be employed on a continuous basis for 52 weeks for an average of at least 35 hours per week on two or more weekdays per week.
- (2) The employee will only be counted at his or her primary worksite.
- (3) Seasonal agricultural employees, including seasonal employees of processors of agricultural products, are excluded from the count of affected employees.

"Alternative mode of transportation" means any means of commute transportation other than commuting in a single-occupant vehicle, including rideshares (carpool or vanpool), use of transit, bicycling, or walking.

"Alternative work schedules" means work schedules which allow employees to work their required hours outside of the traditional Monday through Friday, 8:00 a.m. to 5:00 p.m. schedule, thereby allowing for a reduction of single-occupant vehicle commute trips. Examples include compressed work weeks, flex-time, and teleworking.

"Baseline data collection" means the collection of employee trip data at a major worksite to determine the non-drive-alone trips per employee at the worksite. The city uses these measurements to develop commute trip reduction targets for the major employer. The baseline measurements must be implemented in a manner that meets the requirements and timeframe specified by the city.

"Carpool" means a motor vehicle occupied by at least two people traveling together for their commute trip that results in the reduction of a minimum of one motor vehicle commute trip.

"City" means the city of Marysville.

"Commute trip" means trips made from a worker's home to a worksite during the peak time of 6:00 a.m. to 9:00 a.m. (inclusive) on weekdays.

"Commuter matching service" means a system that assists in matching commuters for the purpose of commuting together, such as RideshareOnline.com.

"Compressed work week" means an alternative work schedule, in accordance with employer policy, that regularly allows a full-time employee to eliminate at least one work day every two weeks by working longer hours during the remaining days, resulting in fewer commute trips by the employee. This definition is primarily intended to include weekly and biweekly arrangements, the most typical being four 10-hour days or 80 hours in nine days, but may also include other arrangements.

"CTR law" means a law passed in 1991 (Chapter 202, Laws of 1991), amended in 2006 and codified in [RCW 70.94.521 through 70.94.551](#) [RCW 70A.15.4000-4110](#) requiring each county containing an urban growth area, designated pursuant to RCW [36.70A.110](#), and each city within an urban growth area with a state highway segment exceeding the 100 person hours of delay threshold calculated by the Department of Transportation, as well as those counties and cities located in any contiguous urban growth areas. Counties and cities within the designation above shall adopt a commute trip reduction plan and ordinance for major employers within their jurisdictional boundaries.

"CTR plan" means the city's plan and ordinance to regulate and administer the CTR programs of major employers within the city.

"CTR program" means an employer's strategies to increase affected employees' non-single-occupancy vehicle trips.

["Drive-alone commute trip" means commute trips made by employees in single occupant vehicles.](#)

"Employer" means a sole proprietorship, partnership, corporation, unincorporated association, cooperative, joint venture, agency, department, district, or other individual or entity, whether public, nonprofit, or private, that employs workers.

"ETC" means employer transportation coordinator as required pursuant to [RCW 70.94.531\(3\)](#) [RCW 70A.15.4040\(3\)](#).

"Goals" means the established criteria for measuring effectiveness of employer programs as outlined in the city of Marysville CTR plan.

"Good faith effort" shall have the meaning provided in ~~RCW 70.94.534(2)~~ RCW 70A.15.4050(2) as now enacted or subsequently amended.

"Implementation" means active pursuit by an employer of the CTR goals of ~~RCW 70.94.521 through 70.94.555~~ RCW 70A.15.4000-4110, this chapter, and the CTR plan as evidenced by appointment of an ETC, distribution of information to employees regarding alternatives for non-drive-alone commuting, and commencement of other measures according to its approved CTR program and schedule.

"Major employer" means a private or public employer, including state agencies, that employs 100 or more affected employees at a single worksite who begin their regular workday between 6:00 a.m. and 9:00 a.m. on at least two weekdays each week for at least 12 continuous months.

"Major worksite" or "worksite" means a building or group of buildings that are on physically contiguous parcels of land or on parcels of land separated solely by private or public roadways or rights-of-way, and at which there are 100 or more affected employees.

"Notice" means written communication delivered via the United States Postal Service with receipt deemed accepted three days following the day on which the notice was deposited with the postal service unless the third day falls on a weekend or legal holiday in which case the notice is deemed accepted the day after the weekend or legal holiday.

"Single-occupant vehicle (SOV)" means a motor vehicle occupied by one employee for a commute trip, including a motorcycle. If there are other passengers occupying the motor vehicles, but the ages of these passengers are under 16, the motor vehicle is still considered a single-occupant vehicle for measurement purposes.

"Target" means a quantifiable or measurable value that is expressed as a desired level of performance, against which actual achievement can be compared in order to assess progress, such as increase in non-drive-alone trips.

"Teleworking" means the use of telephones, computers, or other similar technology to permit an employee to work anywhere at any time, eliminating a commute trip, or to work from a work place closer to home, reducing the distance traveled in a commute trip by at least half.

"Transit" means a multiple-occupant vehicle operated on a for-hire, shared-ride basis, including bus, ferry, rail, shared-ride taxi, shuttle bus, or vanpool.

"Vanpool" means a vehicle occupied by from five to 15 people traveling together for their commute trip that results in the reduction of a minimum of one motor vehicle trip.

"Voluntary worksite" means the physical location occupied by an employer that is voluntarily implementing a CTR program.

"Week" means a seven-day calendar period starting on Monday and continuing through Sunday.

"Weekday" means any day of the week except Saturday or Sunday.

"Writing," "written," or "in writing" means original written signed and dated documents delivered via the United States Postal Service. (Ord. 3047 § 1, 2017).

11.52.060 City's CTR Plan.

The City's CTR plan, as approved in ~~2016~~ 2025 and adopted in ~~2017~~ 2025 and as set forth in the ordinance codified in this chapter as Exhibit B, is adopted wholly and incorporated herein by reference. (Ord. 3047 § 1, 2017).

11.52.070 Applicability – Timeline for compliance.

The provisions of this chapter shall apply to any "major employer" or voluntary worksite within the city limits of the city of Marysville.

(1) In addition to the city's established public notification for adoption of an ordinance, a notice of availability of a summary of the ordinance codified in this chapter, a notice of the requirements and criteria for major employers to comply with said ordinance, and subsequent revisions shall be published at least once in city official newspaper not more than 30 days after passage of said ordinance or revisions.

(2) Major employers with a major worksite located in the city are to receive written notification that they are subject to this chapter within 30 days. Such notice shall be addressed to the company's chief executive officer, senior official, or CTR manager at the worksite. The major employer shall perform baseline data collection within 90 days of notification. After the results of the baseline data are provided to the major employer, the major employer shall submit a CTR program to the city within 90 days.

(3) Major employers that, for whatever reason, do not receive notice within 30 days of passage of the ordinance codified in this chapter and are either notified or identify themselves to the city within 90 days of the passage of said ordinance shall perform baseline data collection within 90 days of notification or the major employer shall submit a CTR program within 90 days of receipt of the baseline data results.

(4) New Major Employers. Employers that meet the definition of "major employer" in this chapter must identify themselves to the city within 90 days of either moving into a worksite within the city limits of the city of Marysville or growing in employment at a worksite to 100 or more affected employees. Such employers shall complete baseline data collection within 90 days of identification as a major employer and shall submit a CTR program within 90 days of the baseline data results. The CTR program will be developed in consultation with the city and implemented not more than 90 days after the program's approval. Major employers who do not implement an approved CTR program according to this section are in violation of this chapter.

(5) Change in Status as a Major Employer. Any of the following changes in an employer's status will change the employer's CTR program requirements:

(a) If an employer initially designated as a major employer no longer employs 100 or more affected employees and does not expect to employ 100 or more affected employees for the next 12 months, that employer is no longer a major employer. It is the responsibility of the employer to notify city that it is no longer a major employer.

(b) If the same employer returns to the level of 100 or more affected employees within the same 12 months, that employer will be considered a major employer for the entire 12 months and will be subject to the same program requirements as other major employers.

(c) If the same employer returns to the level of 100 or more affected employees 12 or more months after its change in status to a "voluntary" employer, that employer shall be treated as a new major employer and will be subject to the same program requirements as other new major employers. (Ord. 3047 § 1, 2017).

11.52.080 Requirements for employers

A major employer is required to make a good faith effort to develop and implement a CTR program that will encourage its employees to increase in non-single-vehicle commute trips. The employer shall submit a description of its program to the city and provide quarterly progress reports to the city on employee commuting and progress toward meeting the goals and targets. The CTR program must include the mandatory elements as described below.

(1) CTR Program Description Requirements. The CTR program description presents the strategies to be undertaken by an employer to achieve the program goals and targets stated in the city's CTR plan. Employers are encouraged to consider innovative strategies and combine program elements in a manner that will best suit their location, site characteristics, business type, and employees' commuting needs. Employers are further encouraged to cooperate with each other and to form or use transportation management organizations in developing and implementing CTR programs.

At a minimum, the employer's description must include: (a) general description of the employment worksite location, transportation characteristics, and surrounding services, including unique conditions experienced by the employer or its employees; (b) number of employees affected by the CTR program; (c) documentation of compliance with the mandatory CTR program elements (as described in subsection (2) of this section); (d) description of the additional elements included in the CTR program (as described in subsection (2) of this section); and (e) schedule of implementation, assignment of responsibilities, and commitment to provide appropriate resources.

(2) Mandatory Program Elements. Each employer's CTR program shall include the following mandatory elements:

(a) Employee Transportation Coordinator. The employer shall designate an ETC to administer the CTR program. The ETC and/or designee's name, location, and contact information must be displayed prominently at each major worksite. The ETC shall oversee all elements of the employer's CTR program and act as liaison between the employer and city. The objective is to have an effective transportation coordinator presence at each worksite; a major employer with multiple sites may have one ETC for all sites.

(b) Information Distribution. Information about alternative modes of transportation, other than commute trips in single-occupant vehicles, shall be provided to employees at least twice a year. One of the items distributed must be a description of the employer's worksite program. The employer's program description and quarterly report must identify the information to be distributed and the method of distribution.

(c) Quarterly Progress Report. The CTR program must include a quarterly review of employee commuting and progress and good faith efforts toward meeting the goals and targets as outlined in the CTR plan. Major employers shall file a quarterly progress report with the city in accordance with the format established by this chapter and consistent with the CTR board guidelines*. The report shall describe each of the CTR measures that were in effect for the previous quarter, and the number of employees participating in the CTR program. Within the report, the employer should evaluate the effectiveness of the CTR program and, if necessary, propose modifications to achieve the worksite's CTR targets. The format of the report shall be provided by the city. The employer should contact the city for the format of the report. *CTR Guidelines can be found at www.wsdot.wa.gov/transit/CTR/law.htm

(d) Trip Data Measurement. Employers shall conduct a quarterly program data evaluation as a means of determining worksite progress toward meeting CTR targets.

~~(e) Annual Worksite Promotion of Employer CTR Program. Major employers will hold at least one annual transportation fair or equivalent promotion which is available to all employees at each major worksite.~~

(f) ETC Training. ETCs will be required to attend an ETC basic training session within six months of appointment.

(g) Employer Notification. Employers will be required to notify the city or designee when there are proposed changes to their CTR program, changes in ETC or contact information, and/or changes in number of employees at the worksite.

(h) ETC Networking/Advanced Training. ETCs will be required to attend at least six hours of networking or advanced training per year. Training and networking sessions may include marketing CTR programs to employees, trip planning, ridesharing, joint promotions and networking meetings.

~~(i) Businesses with 20 or more employees must allow employees the opportunity to make a monthly, pre-tax payroll deduction for transit/vanpool expenses or to offer a partially or wholly employer-paid transit pass.~~

~~(i) Additional Program Elements. In addition to the specific program elements described above, the employer's CTR program shall include additional elements as needed to meet CTR goals and targets. Elements may include, but are not limited to, one or more of the following:~~

~~(i) Provision of preferential parking or reduced parking charges, or both, for rideshare vehicles (carpool or vanpool);~~

~~(ii) Instituting or increasing parking charges for single-occupant vehicles;~~

~~(iii) Provision of commuter matching services to facilitate employee ride-sharing for commute trips;~~

~~(iv) Provision of subsidies for transit fares;~~

~~(v) Provision of vans for vanpools;~~

~~(vi) Provision of subsidies for carpools or vanpools;~~

~~(vii) Permitting the use of the employer's vehicles for carpooling or vanpooling;~~

~~(viii) Permitting alternative work schedules to facilitate employees' use of transit, carpools, or vanpools;~~

~~(ix) Cooperation with transportation providers to provide additional regular or express service to the worksite;~~

~~(x) Provision of bicycle parking facilities, lockers, changing areas, and showers for employees who bicycle or walk to work;~~

~~(xi) Provision of a program of parking incentives such as a rebate for employees who do not use the parking facilities;~~

~~(xii) Establishment of a program to permit employees to work part- or full-time at home or at an alternative worksite closer to their homes;~~

~~(xiii) Establishment of a program of alternative work schedules, such as a compressed work week which reduces commuting; and~~

~~(xiv) Implementation of other measures designed to facilitate the use of high-occupancy vehicles, such as on-site daycare facilities and emergency taxi services. (Ord. 3047 § 1, 2017).~~

(j) Major employers shall choose at least five of the following measures including one from each subsection below (A. Commuting Support and Incentives. B. Information and Education. C. Amenities and Infrastructure). Alternative measures may be submitted by the employer to Community Transit for review and approval. Worksites located next to other employers are encouraged to partner to provide shared commuting amenities and distribute costs and benefits more broadly.

A. Commuting Support and Incentives.

- i. Subsidized or free transit passes for employees.
- ii. Pre-tax payroll deductions for transit or vanpool expenses.
- iii. Provision of subsidies for carpooling or vanpooling.
- iv. Incentives rewarding avoidance of drive-alone commute trips such as gift cards or a parking cash-out program.
- v. Guaranteed ride home programs for emergencies.
- vi. Shuttle services from transit stations to the workplace.
- vii. Employer telework program.
- viii. Flexible or compressed workweek schedules.
- ix. Options for working at alternative sites closer to employees' homes.
- x. Incentives for walking or biking, such as gift cards or discounts on outdoor gear.
- xi. Rideshare matching events for vanpools and carpools.

B. Information and Education.

- i. Commute options information and orientation for new hires.
- ii. Communication plan for sharing print and digital information on the employer's CTR program.
- iii. Information on commute options and resources displayed in common areas at the workplace and/or available online or by mobile app.
- iv. Educational campaigns, conducted at least once per year, on the benefits of alternative commuting.
- v. Outreach campaigns, conducted at least once per year, to promote walking or biking, such as a "bike to work" month.
- vi. Workshop or transportation fair, conducted at least once per year, promoting sustainable transportation options.
- vii. Personalized travel planning assistance for employees, which could include guidance on transportation benefits, planning routes, or finding rideshare partners.
- viii. Real-time transit information display at the workplace or in a centrally accessible location.

C. Amenities and Infrastructure.

- i. Preferential parking for carpoolers and vanpoolers.
- ii. Amenities for bike commuters including secure bike storage, showers, or bike repair stations.
- iii. Onsite amenities like a cafeteria, fitness center, micro-market, or daycare to reduce off-site trips.
- iv. Provision and maintenance of electric vehicle charging stations.
- v. Parking space for carshare vehicles or company-owned cars for employee use.

11.52.090 Record keeping.

Major employers shall include a list of the records they will keep as part of the CTR program they submit to the city for approval. Employers will maintain all records listed in their CTR program for a minimum of 48 months. The city and the employer shall agree on the record keeping requirements as part of the accepted CTR program. (Ord. 3047 § 1, 2017).

11.52.100 Schedule and process for CTR reports.

(1) CTR Program. Not more than 90 days after the adoption of the ordinance codified in this chapter, or within 90 days after an employer qualifies under the provisions of this chapter as a major employer, the employer will be given 90 days to complete baseline data collection, and an additional 90 days to submit a CTR program once the baseline data results are given to the employer. The CTR program will be developed in consultation with the city and implemented not more than 90 days after the program's approval by the city. Employers who do not implement an approved CTR program according to this section are in violation of this chapter.

(2) Document Review. The city shall provide the employer with written notification if a CTR program is deemed unacceptable. The notification must give cause for any rejection. The employer shall have 30 days to resubmit a modified program. If the employer receives no written notification of extension of the review period of its CTR program or comments on the CTR program or quarterly report within 90 days of submission, the employer's program or quarterly report is deemed accepted. The city may extend the review period up to 90 days. The implementation date for the employer's CTR program will be extended an equivalent number of days.

(3) CTR Quarterly Progress Reports. Upon approval of an employer's initial CTR program, the employer shall submit quarterly reports on the dates requested from the city, no less than 90 days after program approval.

(4) CTR Biennial Progress Reports. CTR-affected employers shall report on the CTR programs every two years with the first biennial CTR progress report due two years after establishing their CTR program. The CTR biennial progress report is a standardized questionnaire that asks about elements of the employer's CTR program. The city/county will review and approve the CTR biennial progress report based on the CTR program's effectiveness at reducing drive-alone trips.

(5) Biennial measure of employee commute behavior. Employers shall conduct a program evaluation to determine worksite progress toward meeting CTR goals. The employer shall distribute and collect commute trip reduction program surveys at least once every two years and strive to achieve at least a 70 percent response rate from employees at the worksite. The first survey shall be conducted by the CTR-affected employer one year after establishing the employers CTR program and then every two years thereafter.

~~(4)~~(6) Modification of CTR Program Elements. Any major employer may submit a request to the city to modify a CTR program element, other than the mandatory elements specified in this chapter, including record keeping requirements. Such requests may be granted if one of the following conditions exist:

- (a) The employer can demonstrate it would be unable to comply with the CTR program elements for reasons beyond the control of the employer; or
- (b) The employer can demonstrate that compliance with the program elements would constitute an undue hardship.

~~(6)~~(7) Extensions. An employer may request additional time to submit a CTR program or CTR report, or to implement or modify a program. Such requests shall be via written notice at least 10 working days before the due date for which the extension is being requested. Extensions not to exceed 90 days shall be considered for reasonable causes. The city shall grant or deny the employer's extension request by written notice within 10 working days of its receipt of the extension request. If there is no response issued to the employer, an extension is automatically granted for 30 days. Extensions shall not exempt an employer from any responsibility in meeting program goals and targets. Extensions granted due to delays or difficulties with any program element(s) shall not be cause for discontinuing or failing to implement other program elements. An employer's reporting date shall not be adjusted permanently as a result of these extensions. An employer's reporting date may be extended at the discretion of the city.

~~(8)~~(6) Implementation of Employer's CTR Program. The employer shall implement its approved CTR program not more than 90 days after the program was first submitted to the city. Implementation of the approved program modifications shall begin within 30 days of the final decision or 90 days from submission of the CTR program or CTR quarterly report, whichever is greater. (Ord. 3047 § 1, 2017).

11.52.110 Enforcement

(1) Compliance. For purposes of this section, "compliance" shall mean fully implementing in good faith all provisions in an approved CTR program.

(2) Program Modification Criteria. The following criteria for achieving targets for non-drive-alone trips per employee shall be applied to determine requirements for employer CTR program modifications:

- (a) If an employer makes a good faith effort and meets either or both targets, the employer has satisfied the objectives of the CTR plan and will not be required to modify its CTR program.
- (b) If an employer makes a good faith effort but has not met or is not likely to meet the applicable targets, the city shall work collaboratively with the employer to make modifications to its CTR program. After agreeing on modifications, the employer shall submit a revised CTR program description to the city for approval within 30 days of reaching agreement.
- (c) If an employer fails to make a good faith effort and fails to meet the applicable targets, the city shall work collaboratively with the employer to identify modifications to the CTR program and shall direct the employer to revise its program within 30 days to incorporate the modifications. In response to the recommended modifications, the employer shall submit a revised CTR program description, including the requested modifications or equivalent measures, within 30 days of receiving written notice to revise its program. The city shall review the revisions and notify the employer of acceptance or rejection of the revised program. If a revised program is not accepted, the city will send written notice to that effect to the

employer within 30 days and, if necessary, require the employer to attend a conference with program review staff for the purpose of reaching a consensus on the required program. A final decision on the required program will be issued in writing by the city within 10 working days of the conference.

(3) Violations. The following constitute violations if the deadlines established in this chapter are not met:

- (a) Failure to self-identify as a major employer within the time frames indicated in MMC [11.52.070](#), Applicability – Timeline for compliance;
- (b) Failure to perform a baseline data collection including:
 - (i) Employers notified or that have identified themselves to the city within 90 days of the ordinance codified in this chapter being adopted and that do not perform baseline data collection consistent with the requirements specified by the city within 90 days from the notification or self-identification;
 - (ii) Employers not identified or self-identified within 90 days of the ordinance codified in this chapter being adopted and that do not perform baseline data collection consistent with the requirements specified by the city within 90 days from the adoption of the ordinance codified in this chapter;
 - (iii) A new major employer that does not perform baseline data collection consistent with the requirements specified by the city within 90 days of identification as a major employer;
- (c) Failure to implement an approved CTR program, unless the program elements that are carried out can be shown through quantifiable evidence to meet or exceed the goals and targets as specified in this chapter;
- (d) Submission of false or fraudulent data in response to data collection requirements;
- (e) Failure to make a good faith effort; or
- (f) Failure to revise a CTR program as defined in ~~RCW 70.94.534(4)~~ [RCW 70A.15.4050\(4\)](#).

(4) Penalties.

- (a) No major employer with an approved CTR program which has made a good faith effort may be held liable for failure to reach the applicable goals and targets;
- (b) Each day that a major employer fails to implement the program shall constitute a separate Class 1 civil infraction as described in Chapter [7.80](#) RCW. The penalties and assessments for a Class 1 civil infraction shall be as set by state law. Base penalties shall be as set forth in RCW [7.80.120](#), as now enacted or subsequently amended.
- (c) A major employer shall not be liable for civil penalties if failure to implement an element of a CTR program was the result of an inability to reach agreement with a certified collective bargaining agent under applicable laws where the issue was raised by the employer and pursued in good faith. Unionized employers shall be presumed to act in good faith compliance if they:
 - (i) Propose to a recognized union any provision of the employer's CTR program that is subject to bargaining as defined by the National Labor Relations Act; and
 - (ii) Advise the union of the existence of the statute and the mandates of the CTR program approved by city and advise the union that the proposal being

made is necessary for compliance with state law (~~RCW 70.94.531~~
~~RCW 70A.15.4050~~). (Ord. 3047 § 1, 2017).

11.52.120 Exemptions and target modifications.

(1) Worksite Exemptions. A major employer may request the city to grant an exemption from all CTR program requirements or penalties for a particular worksite. The employer must demonstrate that it would experience undue hardship in complying with the requirements of this chapter as a result of the characteristics of its business, its work force, or its locations. An exemption may be granted if and only if the major employer demonstrates that it faces extraordinary circumstances, such as bankruptcy, and is unable to implement any measures of the approved CTR plan. Exemptions may be granted by the city at any time based on written notice provided by the major employer. The notice should clearly explain the conditions for which the major employer is seeking an exemption from the requirements of the CTR program. The city shall review annually all employers receiving exemptions, and shall determine whether the exemption will be in effect during the following program year.

(2) Employee Exemptions. Specific employees or groups of employees who are required to drive alone to work as a condition of employment may be exempted from a worksite's CTR program. Exemptions may also be granted for employees who work variable shifts throughout the year and who do not rotate as a group to identical shifts. The city will use the criteria identified in the CTR board guidelines* to assess the validity of employee exemption requests. The city shall review annually all employee exemption requests, and shall determine whether the exemption will be in effect during the following program year.

*CTR Guidelines can be found at

www.wsdot.wa.gov/transit/CTR/law.htm

(3) Modification of CTR Program Targets. A major employer may request that the city modify its CTR program targets. Such requests shall be filed in writing prior to the date the worksite is required to submit its program description or quarterly report. The target modification request must clearly explain why the worksite is unable to achieve the applicable target. The worksite must also demonstrate that it has implemented all of the elements contained in its approved CTR program.

The city will review and grant or deny requests for target modifications in accordance with procedures and criteria identified in the CTR board guidelines. An employer may not request a modification of the applicable targets until one year after the city approval of its initial program description or report. (Ord. 3047 § 1, 2017).

11.52.130 Appeals.

(1) Appeals. Any major employer may appeal administrative decisions regarding exemptions, modification of goals or elements, or modification of the major employer's plans using the procedures set forth in Chapter [22G.010](#) MMC, Article VIII, used for appeals of administrative determinations on interpretations of land use regulations.

(2) Notice of Violation and Assessment of Civil Penalties. Any person receiving a notice of violation and assessment of civil penalties for violation of this chapter may appeal the same in accordance with the provisions set forth in Chapter [4.02](#) MMC. (Ord. 3047 § 1, 2017).

11.52.140 Severability.

If any section, subsection, sentence, clause, phrase or word of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this chapter. (Ord. 3047 § 1, 2017).

EXHIBIT B
2025 – 2029 Commute Trip Reduction Plan



CITY OF MARYSVILLE COMMUTE TRIP REDUCTION FOUR-YEAR PLAN UPDATE: 2025–2029

JUNE 13, 2024

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Abbreviations

ACS	American Community Survey
CBO	Community Based Organization
Census	U.S. Census Bureau
City	City of Marysville
Comprehensive Plan	2015 Comprehensive Plan
County	Snohomish County
CTR	Commute Trip Reduction
ETC	Employee Transportation Coordinator
PSRC	Puget Sound Regional Council
RCW	Revised Code of Washington
RTPO	Regional Transportation Planning Organizations
WAC	Washington Administrative Code
WSDOT	Washington State Department of Transportation

Executive Summary

The Commute Trip Reduction (CTR) program was developed under Washington State law to develop strategies to reduce the number of commute trips. CTR affects worksites with 100 or more full-time employees who begin their shift between 9 and 6 am on weekdays in the nine most populous counties in Washington State. Through biannual surveys, the program monitors the mode of commute employees choose, the length of their commute, and where they travel for work. Community Transit, in collaboration with WSDOT, assists local jurisdictions and individual worksites in administering their CTR program. This document summarizes the needs and benefits of reducing commute trips, proposes a measurable target, and proposes new requirements to incorporate into City of Marysville's local CTR Ordinance, which will apply to CTR-affected worksites.

Benefits of CTR

1. Local Land Use and Transportation Context and Objectives

a. Setting In City of Marysville as it is Today or Will Be in the Near Future

Marysville is a mid-size city located in northern Snohomish County. Incorporated in 1891, it has 73,780 residents per the 2023 Office of Financial Management population estimates. Approximately 8,725 workers commute in to the City, 24,900 workers commute out, and 2,006 workers both live and work in the City. This generates a significant amount of commuter traffic throughout the city and particularly through State Avenue and Interstate 5. Marysville has undergone rapid growth in the last few years largely through in-fill development. There are few vacant parcels remaining, but many residential zoned parcels are eligible for subdivision. Each new development is required to construct frontage improvements to improve pedestrian and bicycle transportation. Thus, there is a patchwork of complete and incomplete (lacking adequate shoulder width, sidewalk, bicycle lane, etc.) roads throughout the city. Marysville needs improved access to transit stops, business access and transit lanes for bus rapid transit and high occupancy vehicles to serve the many new communities. Filling in these gaps is a focus of the capital improvement plan.

b. Features of Land Use and Transportation Facilities and Services that Affect Commuters

Marysville has historically been predominantly a single-family community. The city has chosen to increase allowed density in its Downtown Master Plan Area in anticipation of continued growth. In-fill residential development continues at a rapid pace throughout the City. Larger employers in the City are mostly concentrated in the Smokey Point Area. Marysville is often referred to as a “bedroom community” as the majority of the workforce commutes to Everett and farther south into the Seattle Metro Area. Appendix A is Community Transit’s System Map for City of Marysville and Tulalip. Marysville has 5 major transit stops, concentrated near State Avenue. Bus lines run along some of the major streets in Marysville, but there is relatively little connectivity to the majority of residential neighborhoods.

c. The changes to commuting patterns in Marysville in the last few years include:

- The PM peak hour traffic counts continue to increase as development expands.

The expansion of the afternoon peak does not directly affect the type of commute trips. However, it does add market demand for alternatives to drive-alone commutes.

d. The Most Important Land Use and Transportation Objectives from Plans that Commute Trip Reduction Most Directly Affects

Increases in housing density, completion of the multi-modal infrastructure systems, and vehicle miles traveled reductions are well supported by the CTR program. Community Transit is planning for the Swift Gold Line, which will be a bus line connecting Everett to Arlington through Marysville along State Avenue/Smokey Point Boulevard. Meanwhile, Marysville's Capital Improvement Plan transportation projects are focused on completing the infrastructure systems for all transportation modes. These improvements will facilitate commuter access to non-drive alone modes. Capital Improvement projects include:

- Completing sidewalks and trails throughout the city.
- Building out the bikeway system.
- Implementing complete streets treatments on street upgrade projects.

e. Critical Aspects Of Land Use And Transportation That Should Be Sustained And Key Changes That Should Be Considered To Improve Commute Trip Reduction's Contribution To The Land Use And Transportation Objectives

The city should accelerate land use and transportation improvements to meet sustainability, livability, and economic development goals. Increases in density of new housing and the capital improvement projects to build out multi-modal networks are going the right direction to support commute trip reduction.

f. Whether and How Commuting Patterns Have Changed in the Past Few Years

COVID-19 initiated a surge of remote work. Since COVID-19 ended, many employers continue to offer full-time and hybrid work-from home schedules. A reverse trend toward returning to the office is occurring; it will likely take several years for employers and employees to find the right balance and reach an overall equilibrium across the workforce. The CTR program highly encourages work-from home, hybrid schedules, and flex schedules to reduce vehicle trips.

g. The Most Important Land Use and Transportation Objectives from Plans that Commute Trip Reduction Most Directly Affects

CTR closely aligns with the objectives of Transportation Element of Marysville's Comprehensive Plan. The Transportation Element's overall goal is, "The City will have a safe, cleaner, integrated, sustainable, and highly efficient multimodal transportation system that supports the City land use plan and regional growth strategy and promotes economic and environmental vitality and improves public health." In collaboration with Snohomish County's Countywide Planning Policies, the Transportation Element lists the following specific objectives:

- Transportation System Efficiency and Safety
- Public Involvement and Agency Coordination
- Land Use and Economic Development
- Mobility Options
- Sustainable Transportation Systems and the Environment

- Levels of Service Standards and Concurrency Program
- Financing and Implementation

h. Critical Aspects of Land Use and Transportation that Should Be Sustained and Key Changes that Should Be Considered to Improve Commute Trip Reduction's Contribution to the Land Use and Transportation Objectives Referenced

City of Marysville will continue to expand its capital improvement projects, which include roadway widening, signaling upgrades, new sidewalks and multi-use trails. Marysville's Public Works Department requires developers to construct frontage improvements on all new developments where the adjacent roadway is substandard. This includes road widening, sidewalks, street lights, bike lanes on select roadways, and crosswalks where needed.

Continued coordination with Community Transit to expand the number of bus routes and transit stations is needed. Encouraging high density housing such as mixed use, and multi-family, low-income, and senior community developments nearer transportation corridors or near major transit stations would improve access for the primary users of public transit.

2. How the CTR Program Will Help Achieve City of Marysville's Land Use and Transportation Objectives

a. How and to What Extent the CTR Program Will Help City of Marysville Achieve the Land Use and Transportation Objectives Referenced in Question 1

The CTR program and the city's focus on increasing housing density and completing the multi-modal networks are mutually re-enforcing. By encouraging people to commute via non-drive-alone modes the CTR program supports the market for higher density housing close to transit and the demand for multi-modal networks. In turn the higher density housing near transit and the multi-modal networks offer more opportunities for people to commute via non-drive-alone modes

3. How the CTR Program Will Help Achieve City of Marysville's Environmental Objectives

a. How the CTR Program Will Support City of Marysville's Greenhouse Gas Emission Reduction Efforts

Every drive-alone commute trip that converts to transit, rideshare or a non-motorized mode eliminates the greenhouse gas emissions that would have been generated by that drive-alone trip.

b. How the CTR Program Will Support City of Marysville's Environmental Objectives in Addition to Greenhouse Gas Emission Reductions

As drive-alone trips shift to transit, rideshare and non-motorized the demand for new roadways decreases and more land area can be left in a natural, unbuilt state which also improves air quality.

4. How the CTR Program Will Help Achieve Regional and State Objectives

a. The Local, Regional, and State Benefits that Would Be Gained If City of Marysville Achieves the CTR Targets

Local and Regional Benefits

- Ease of access to goods and services for those who do not own personal vehicles.
- Expand access to jobs for low-income individuals
- Reduced congestion
- Improve air and water quality
- Reduce transportation costs for residents
- Improve health and recreation opportunities by constructing bike lanes
- Improved safety bicyclists and pedestrians

State Benefits

- Improve delivery of CTR programs.
- Produce more useful transportation behavior data.
- Expand investment and service to advance equity and environmental justice.
- Respond to shifting mobility patterns.
- Reduce greenhouse gas emissions.

b. Adjacent CTR-Affected Cities and Counties.

- Arlington
- Everett
- Lake Stevens
- Tulalip Reservation

c. The Top Few Cross-Border and Regional Transportation Issues that Affect City of Marysville.

- As of 2019, almost half (47%) of the region's population had specialized transportation needs due to age (minors and 65 or older), low income, or disability. Among this group, low-income and disabled individuals have the greatest need for specialized transportation.
- Water quality, air quality, and noise pollution
- A need for enhanced access to open space and recreation
- City of Marysville needs a more extensive public transit network that can serve both disadvantaged (low-income, disabled, etc.) people and commuters. Since the majority of commuters work outside of city limits, additional public transit routes out of town are essential to reducing commute trips.
- Many roadways throughout the City are not "complete streets" (containing vehicle lanes, bicycle lane, and a pedestrian sidewalk).

d. The Strategies City of Marysville, Adjacent Cities and Counties, and the Region Have Agreed to Use to Address the Top Issues Described in Section 4c

The City of Marysville is pursuing the following strategies to address the issues described in Section 4c above:

- The City of Marysville is currently collaborating with Community Transit on the Swift Bus Rapid Transit (BRT) Gold Line which will connect Everett Station with the Smokey Point Transit Center in Arlington.
- The City has standards in its Comprehensive Plan and Marysville Municipal Code to address water quality, air quality and noise pollution. Specific examples include adoption of the Department of Ecology's Stormwater Management Manual for Western Washington, encouragement of Low Impact Development (LID), policies that encourage Greenhouse Gas Reduction (GHG), and a noise ordinance.
- The City is evaluating recreational opportunities within the community, and partnering with the City of Lake Stevens on an extension of the Bayview Trail from Marysville into Lake Stevens.
- The City encourages complete streets and requires pedestrian improvements with development projects, and bicycle improvements on designated bike lanes.

Performance Targets

5. CTR Performance Targets

a. Performance Targets that Reflect Only CTR-Affected Worksites

Weighted average Drive Alone Rate (DAR) of 15.5 percent or below of 60 percent or less for CTR-affected worksite. The DAR performance target for City of Marysville is 68 percent.

b. Additional Performance Targets

None.

6. Base Values for Each Performance Target

a. The Baseline Number

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using 2025-2027 survey results.

7. Method Used to Determine the Base Value for Each Target

a. The Source for Each Base Value Listed

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using 2025-2027 survey results.

8. How City of Marysville Will Measure Progress Toward Each Target

a. The Method Used to Measure Progress for Each Target

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using 2025-2027 survey results.

9. CTR-Affected Worksites in City of Marysville

a. List of CTR-Affected Worksites

- Marysville City Hall (501 Delta Avenue)
- Safran Cabin, Inc. (12810 State Avenue)
- The Everett Clinic (2901 174th Street NE)

10. Performance Targets for Each CTR-Affected Worksite

a. Performance Targets Established during the 2023–2025 Survey Cycle

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using 2025-2027 survey results.

11. List the Base Value for Each Site

a. Base Values Established during the 2023–2025 Survey Cycle

A base value will be established during the 2023-2025 survey cycle.

Services and Strategies

12. Services and Strategies City of Marysville Will Use to Achieve CTR Targets

To help achieve the goals and targets of the CTR plan, City of Marysville will revise the CTR ordinance to require affected employers to implement additional measures designed to increase the percentage of employees using some or all of the following modes: transit; vanpool; carpool; bicycle or walking; telework, compressed work week, or flexible work schedule; and other non-single occupant vehicle modes. The revised ordinance will require affected employers to choose at least five of the following measures including one from each category. Alternative measures may be submitted by the employer to Community Transit for review and approval.

a. Commuting Support and Incentives

- Subsidized or free transit passes for employees
- Pre-tax payroll deductions for transit or vanpool expenses
- Provision of subsidies for carpooling or vanpooling
- Incentives rewarding avoidance of single-occupancy commuting such as gift cards or a parking cash-out program.
- Guaranteed ride home programs for emergencies
- Shuttle services from transit stations to the workplace.
- Employer telework program
- Flexible or compressed workweek schedules
- Options for working at alternative sites closer to employees' homes
- Incentives for walking or biking, such as gift cards or discounts on outdoor gear
- Rideshare matching events for vanpools and carpools

b. Information and Education

- Commute options information and orientation for new hires
- Communication plan for sharing print and digital information on the employer's CTR program.

- Information on commute options and resources displayed in common areas at the workplace and/or available online or by mobile app
- Educational campaigns on the benefits of alternative commuting
- Outreach campaigns to promote walking or biking, such as a “bike to work” month
- Workshops or fairs promoting sustainable transportation options
- Personalized travel planning assistance for employees, which could include guidance on transportation benefits, planning routes, or finding rideshare partners
- Real-time transit information display at the workplace or in a centrally accessible location

c. Amenities and Infrastructure*

- Preferential parking for carpoolers and vanpoolers
- Amenities for bike commuters including secure bike storage, showers, or bike repair stations
- Onsite amenities like a cafeteria, fitness center, micro-market, or daycare to reduce off-site trips
- Provision and maintenance of electric vehicle charging stations
- Parking space for carshare vehicles or company-owned cars for employee use

* Worksites located next to other employers may wish to partner to provide shared commuting amenities and distribute costs and benefits more broadly.

13. How City of Marysville’s Services and Strategies Will Support CTR-Affected Employers

Community Transit Services and Strategies

Through agreements with City of Marysville and the Washington State Department of Transportation (WSDOT), Community Transit is responsible for employer outreach, education and training, technical assistance, marketing incentives, program review, and administration of the employer data collection process. Community Transit acts as the liaison between City of Marysville and major affected employers and assists with preparation of CTR notification documentation and enforcement recommendations.

Community Transit also manages and implements complimentary and mutually reinforcing transportation demand management programs, including partnerships with multifamily communities, youth focused partnerships with schools and youth-serving organizations, and field marketing at neighborhood events.

Through long-term agreements with each CTR-affected jurisdiction and WSDOT, Community Transit works with CTR-affected and voluntary employers to develop and successfully implement CTR programs. This assistance includes:

- **Employee Transportation Coordinator (ETC) Development and Support** - The ETC is an integral part of the trip reduction program. Their job duties should include coordination of

annual fairs, conducting promotions, distributing information, notifying the City of Marysville about program changes, and the collection and reporting of data. Community Transit provides training courses, networking meetings, and other assistance to the ETC designed to help meet the requirements of the program and increase the success of this key person.

- Program and Strategy Development – Community Transit provides consultation with employers to help worksites design and develop appropriate trip reduction strategies. Strategies may include carpool and vanpool programs, parking management, incentives programs, bicycling and walking programs, alternative work schedules, and telework programs.
- Promotions – Community Transit works with employers to design and conduct promotions, on-site transportation fairs, and other special events to increase awareness and use of commute alternatives. Assistance includes design and provision of materials, promotional items, staffing information booths and on-site ride matching.
- Incentives – Community Transit provides incentives to employees at affected worksite, such as the quarterly Smart Commuter Rewards program, to encourage the use of non-drive alone commute modes.
- Guaranteed Ride Home – Through an agreement with the employer, Community Transit offers emergency transportation to employees who choose an alternative to driving alone.
- Transit Pass Programs – Community Transit can work with employers to help identify appropriate ORCA Business Account programs for worksites.
- Affordable Transportation Alternatives – Community Transit provides affordable transportation alternatives to single occupancy vehicle commuting.
- Vanpool Services – Community Transit operates one of the largest vanpool programs in the nation. Vans are provided to groups of 5-15 commuters who pay a monthly fare based on travel distance and number of passengers.
- Transit Services – Community Transit, Everett Transit and Sound Transit provide bus and commuter rail service within Snohomish County. Community Transit staff assists ETCs with identifying potential riders, planning individual trips and marketing specific routes. Transit schedules and on-site transit pass programs are also available.

City of Marysville Services and Strategies

City of Marysville will continue to promote more transit-oriented development for affordable housing, improving infrastructure around transit locations, and marketing around the time-saving benefits of transit. Marysville will coordinate with major employers to promote a shared understanding and coordination around CTR planning and service times. The City will continue to require dedicated carpool parking for office, industrial and institutional uses with more than 20 parking spaces to encourage carpooling. Parking space reductions are also possible when effective alternatives to automobile access are proposed and hearing examiner approval is obtained.

14. Barriers City of Marysville Must Address to Achieve CTR Targets

- **Transit service:** Long commute times
How addressing: Marysville will continue to coordinate with Community Transit to build out bus services throughout the City.
- **Non-motorized access incomplete:** Many of the CTR affected work sites, including in the regional growth center, have limited access for non-motorized modes due to gaps in the non-motorized infrastructure networks (sidewalks, trails, bikeways, safe crossings.)
How addressing: Road widening, traffic safety measures, frontage improvements, are underway throughout the city. The city will continue to seek funding from other agencies to complete roadway improvements and coordinate with developers to construct adequate frontages.
- **High employee transportation coordinator turnover and lack of worksite support:** Designation of an employee transportation coordinator is the responsibility of the CTR-affected employer. Often these duties are tacked onto a wholly unrelated job with no internal support.
How addressing: Marysville can maintain an updated standard operating procedure for its own ETC. Marysville can be available to provide information and resources to other CTR-affected employers' ETC employees.
- **Employer and ETC Investment:** Lack of major employer cooperation and investment in CTR worksite programs and lack of support for their appointed employee transportation coordinators is a frequent and universal CTR barrier. The employer and ETC are the backbone of CTR programs. But at many sites the ETC is not given the opportunity to succeed because of lack of time and resources.
How addressing: The City will designate a CTR coordinator to collaborate proactively with Community Transit to identify and notify CTR affected worksites of requirements, and to determine that employers are demonstrating a good faith effort to achieve targets. As appropriate, the city will implement enforcement actions as outlined under [MMC 11.52.110](#)
- **Additionally:** City of Marysville will propose a commuter benefit ordinance requiring businesses with 20 or more employees to allow their employees the opportunity to make a monthly pre-tax payroll deduction for transit or vanpool expenses. Employers may instead offer a partially or wholly employer-paid transit pass to satisfy its obligations under this law. This encourages commuters to use transit or vanpool to reduce traffic congestion and carbon emissions. Because the deduction is pre-tax, the law has the added benefit of lowering costs for both workers and businesses.

15. The Transportation Demand Management Technologies City of Marysville Plans to Use to Deliver CTR Services and Strategies

Rideshare Online: Employee transportation coordinators use the Rideshareonline.com platform to join and form carpools and vanpools, and for trip logging in support of non-drive alone incentives.

WSDOT CTR survey tool: The CTR Ride-Amigos tool is used for data collection purposes including biennial CTR surveys and worksite program reports.

16. City of Marysville's Local CTR Ordinance

Marysville's CTR Ordinance is located in [Marysville Municipal Code Chapter 11.52](#).

17. City of Marysville's Financial Plan

a. The Estimated Average Annual Costs

ESTIMATED AVERAGE ANNUAL COSTS

Activity	Estimated Average Annual Cost
Employer Engagement*	\$10,045
Commute Trip Reduction 4-year Plan	\$4,464
Performance Reporting*	\$6,696
Administration***	\$10,045
Total	\$31,250

*Includes identifying worksites and employee transportation coordinators, conducting training, providing technical assistance, and reviewing employer CTR plans.

** Includes worksite surveys and program reports.

*** Includes financial and program management; CTR for city employees; involvement in comprehensive, regional transportation, and transit planning; transportation demand management technical assistance to capital projects.

b. Likely Funding Sources, Public and Private, to Implement the Plan

ESTIMATED AVERAGE ANNUAL REVENUE

Source of Revenue	Estimated Average Annual Revenue
Community Transit	\$31,250

18. City of Marysville's Implementation Structure

a. Who Will Conduct the Activities Listed in the Plan

City of Marysville will update its CTR Ordinance. The City of Marysville has contracted with Community Transit to administer and implement this plan for monitoring, outreach and enforcement.

b. Who Will Monitor Progress on the Plan

Job Title	Name	Department
Associate Planner	Kathryn Bird	Community Development

Job Title	Name	Department
Planning Manager	Chris Holland	Community Development

Kathryn Bird, Associate Planner, is the CTR program coordinator for the City of Marysville. She will coordinate with Community Transit routinely on behalf of the City of Marysville.

19. City of Marysville's Implementation Schedule

a. Timeline for Anticipated Projects and Actions

	1 st Biennium July 25 – June 2027	2 nd Biennium July 2027 – June 2029
Actions	Provide commute and other employee transportation coordinator services to city employees. Identify worksites and employee transportation coordinators Train and provide technical assistance to employee transportation coordinators Review employer CTR plans Assure conduct of worksite surveys and provision of program reports Conduct financial and program management Engage in comprehensive, regional transportation, and transit planning Provide transportation demand management technical assistance to capital projects Support parking maximums proposal Support city funding of employer incentives	Provide commute and other employee transportation coordinator services to city employees. Identify worksites and employee transportation coordinators Train and provide technical assistance to employee transportation coordinators Review employer CTR plans Assure conduct of worksite surveys and provision of program reports Conduct financial and program management Engage in comprehensive, regional transportation, and transit planning Provide transportation demand management technical assistance to capital projects Provide transportation demand management technical assistance to capital projects Undertake development activities for 2029 – 2033 four-year CTR plan.

20. CTR Plan for City of Marysville Employees

a. Services, Programs, Information, and Other Actions City of Marysville Put in Place to Help Employees Reduce Their Drive Alone Commute Trips

Marysville offers the following employee benefits which assist with commute trip reduction:

- Flex schedules
- Employee telework program
- Bicycle parking facilities, changing area and shower
- Alternative work schedules (9/80 and 4/10)

Kathryn Bird, Associate Planner, in the Community Development Department, also serves as the employee transportation coordinator for the City in its role as a CTR-affected worksite. Kathryn administers the program elements including:

- Designation of a transportation coordinator and the display of the name, location, and telephone number of the coordinator in a prominent manner at each affected worksite
- Regular distribution of information to employees regarding alternatives to single-occupant vehicle commuting
- Implementation of the following measures designed to achieve the city's commute trip reduction goals:

Publicize promotional challenges and campaigns

Administer CTR surveys and report results to the city council and executive management

Disseminate information regarding updates to transit services

21. How the CTR Plan for City of Marysville Employees Contributes to the Success of the Overall Plan

a. How the Plan for City of Marysville Employees Reinforces the Success of the Jurisdiction Plan

The actions included in the city-as-employer plan indicate the city's commitment and are similar to those included in all the CTR-affected work site plans. Thus, they create a mutually reinforcing community focused on CTR. Employers know that the city is involved and committed to CTR along with them. The regular forums for employee transportation coordinators foster relationships through sharing experiences and best practices. They provide a place for mutual problem solving and support. This strengthens the program at all affected sites in the city

Alignment with Plans

22. Transit Agencies That Provide Service in City of Marysville

Transit Agencies

- Community Transit
- Homage Senior Services of Snohomish County

23. Transit Plans Reviewed While Developing this Plan

Information Sources

- Community Transit 2023-2028 Transit Development Plan
- Journey 2050 Community Transit Long Range Plan
- Transit Changes in 2024 & Beyond (Community Transit)
- Homage 2022 Annual Report

24. How This CTR Plan Supports the Transit Plan(s)

The CTR Plan supports the WSDOT transportation goals outlined in the Community Transit 2023-2028 Transit Development plan. Reducing the number of vehicles on the road enhances safety, improves the predictable movement of goods and people, promotes energy conservation and water and air quality, and extends the life of existing transportation infrastructure.

While Homage Senior Services primarily provides transportation assistance to vulnerable individuals outside of major transit service, commute trip reduction helps to reduce commute times. “Time is money”, and less time on the road frees up Homage’s resources to serve a greater number of people. Marysville’s commitment to improving city transportation infrastructure will improve safety for all residents, but especially for those who rely on pedestrian and public transit.

25. Comprehensive Plan Updates Needed and When They Will Be Made

The CTR Plan closely aligns with the vision and objectives of Marysville’s Comprehensive Plan. No updates are needed in relation to the CTR Plan.

Engagement

26. Describe stakeholder engagement.

Community Transit along with local jurisdictions organized a series of stakeholder engagement activities on CTR topics throughout the development of this CTR Plan. City of Marysville collaborated with Community Transit by promoting and participating in stakeholder engagement activities. CTR engagement activities included:

- Online open house and surveys for two public comment periods:
 - CTR concepts public comment period (April 18 to May 18, 2024)
 - Draft CTR Plan public comment period (July 1 to July 31, 2024)
- Tabling events
- Community-based organization interviews
- Transit agency interviews
- CTR-affected employer workshops
- Notifications and other digital distribution

a. Who did you talk to?

Community Members

Community Transit and Snohomish County-area jurisdictions reached out to community members through a two-phase online open house engagement period. The first phase conveyed information about commute trip reduction, the CTR plan update process, and invited visitors to participate in a survey. The second phase of the online open house sought feedback on jurisdiction's draft CTR plans and allowed the visitor to select which plan they commented on based on the jurisdictions in which they live and/or work.

During the first phase of the online open house, 2,137 people visited the open house website, and 144 responded to the survey. City of Marysville had 12 residents and 3 workers respond to the survey. During the second phase of the open house, 908 visitors to the website reviewed draft CTR plans and 20 submitted comments.

Community Transit attended six community events around Snohomish County to discuss transit services and upcoming services changes, CTR initiatives, and to provide attendees an opportunity to comment on the jurisdictional draft CTR Plans. Tabling events included the following:

- Arlington Farmers Market (engaged with 90 people)
- Everett Public Library Drop-In (engaged with 43 people)
- Marysville Farmers Market (engaged with 107 people)
- Everett Farmers Market (engaged with 165 people)
- Marysville Public Library Drop-In (engaged with 32 people)
- Latino Educational Training Institute (LETI) Expo (160 people)

City of Marysville will continue to accept comments on the CTR plan up until implementation and intends to continue to engage directly with affected employers and other CBOs prior to implementation.

Community-based organizations

Community Transit interviewed representatives from a variety of community-based organizations in Snohomish County. Each community-based organization also received an engagement toolkit including social media posts and newsletter copy allowing them to easily engage community members in their networks with the CTR Plan update project. The community organizations interviewed as part of the CTR Plan update project include the following:

- Hopelink
- Community Health Centers
- Snohomish County Transportation Coalition (Snotrac)
- Homage
- North Sound Bicycle Advocacy Group
- BIKES Club / Sharing Wheels Community Bike Shop

City of Marysville will reach out to other community based organizations to solicit comments prior to implementation. Groups may include Catholic Community Services, Marysville Food Bank, and others.

CTR-affected employers

Community Transit hosted a virtual workshop May 14, 2024, for ETCs and management staff from CTR-affected businesses in Snohomish County to discuss the draft CTR plans, provide feedback on increasing local CTR ordinance requirements for employers, and to make suggestions for improving CTR programs. Community Transit also provided CTR-affected employers with information about the CTR online open house and survey in the CTR newsletter and provided related outreach materials for ETCs to share with their employees.

Thirty-eight individuals representing 30 Snohomish county-area, CTR-affected employers attended a virtual workshop. Employers represented in the virtual workshop are listed in Table 1 below.

TABLE 1. EMPLOYER WORKSHOP PARTICIPATION

Employer Name	Worksite Location
City of Arlington	Arlington
Skagit Regional Health/Cascade Valley Hospital	Arlington
DSHS	Arlington/ Unincorporated Snohomish County
City of Bothell	Bothell
Nelson Nygaard (Transportation Consultant)	Bothell
AGC Biologics	Bothell
AT&T (and Move Redmond)	Bothell
GE Digital / Vernova	Bothell
Leviton Network Solutions / Wellington Hills Bothell Park	Bothell
Pfizer	Bothell
T-Mobile	Bothell
University of Washington Bothell/Cascadia College	Bothell
City of Edmonds	Edmonds
Edmonds College	Edmonds
City of Lynnwood	Lynnwood
City of Marysville	Marysville

The Everett Clinic	Marysville
City of Monroe	Monroe
Canyon Creek Cabinet Company	Monroe
Natural Factors	Monroe
City of Mountlake Terrace	Mountlake Terrace
Premiera Blue Cross Mountlake Terrace	Mountlake Terrace
City of Mukilteo	Mukilteo
Novanta	Mukilteo
Snohomish County	Snohomish County
Boeing	Unincorporated Snohomish County
Korry Electronics	Unincorporated Snohomish County
Partner Therapeutics	Unincorporated Snohomish County
Reid Middleton	Unincorporated Snohomish County

Transit Agency Interviews

Community Transit and MFA interviewed transit agencies to help inform the CTR plans and invite feedback on the drafts. The interview questions related to the Alignment with Plans section of the CTR Plan (#22-25) and #1c, “whether and how commuting patterns have changed in the past few years.” Transit agencies also received email invitations to comment on the draft CTR plans. The transit agencies interviewed include the following:

- Snow Goose Transit
- Community Transit
- Everett Transit
- Homage
- King County Metro
- Sound Transit

b. When did you talk to them?

Community members engagement activities

- Online open house and survey: April 18-May 18, 2024
- Online open house and draft plan public comment period: July 1-31, 2024.

Community events

- Arlington Farmers Market: July 13, 2024
- Everett Public Library Drop-In: July 15, 2024
- Marysville Farmers Market: July 19, 2024
- Everett Farmers Market: July 21, 2024
- Marysville Public Library Drop-In: July 24, 2024
- LETI Expo: July 27, 2024

Community-based organization interviews

- Hopelink: April 23, 2024
- Community Health Centers: April 25, 2024
- Snotrac: May 1, 2024
- Homage: May 8, 2024
- North Sound Bicycle Advocacy Group: May 14, 2024
- BIKES Club and Sharing Wheels Community Bike Shop: May 14, 2024

CTR-affected employer workshops

- Employer workshop: May 14, 2024

Additionally, Community Transit reached out to CTR-affected employers to provide information and outreach materials:

- CTR newsletter article (April Issue) about Phase 1 of the online open house and survey: April 2, 2024
- Email with outreach materials reminding ETCs to share the Phase 1 online open house and survey: April 24, 2024
- CTR newsletter article (July Issue) about Phase 2 of the online open house and survey: July 2, 2024
- Email with outreach materials encouraging ETS to share Phase 2 of the online open house and draft CTR plans: July 11 and July 19, 2024

Transit agencies interviews

- Email and phone interviews: April 2024
- Invitation to provide draft plan comments: July 2024

c. What did they have to say?

Community Members

Visitors to the online open house who completed surveys, noted the following:

- **Transportation Modes/Work from Home:** By far, the most common transportation mode mentioned is driving alone in a car, followed by riding the bus, and working from home. A few respondents mentioned bicycling or walking, carpooling/vanpooling, or working a compressed schedule.
- **Commute patterns:** Nearly every respondent mentioned that increased traffic, especially on area highways, was a noticeable change. A few mentioned that shifts in jobs and lack of employer support for work-from-home options required them to change their commute.
- **Convenience of single-occupancy vehicle trips:** Nearly every survey participant affirmed that it would be difficult to get around without a personal vehicle because of long commute times, transit stops that are not convenient to their home or workplace, transit routes that require too many transfers, and transit commute times that are up to three times longer than single-occupancy vehicle commutes.
- **Safety Concerns:** Most cited safety concerns as reasons they do not choose to take transit or other alternative transportation modes. Respondents noted high vehicle speeds and the lack of sidewalks and bike lanes deter them from walking or biking as part of their commute. Some respondents fear crime where transit stops lack amenities like lighting.
- **Benefits of CTR:** Respondents commonly recognized that CTR programs have the potential to reduce traffic congestion, improve road safety, reduce traffic noise, and improve air quality.

- **Suggestions:** Many respondents indicated a desire for more frequent transit services, more convenient transit stop locations, infrastructure improvements for biking and walking safety, and flexible work schedules that allow employees the option to work from home.

Visitors to the second phase of the online open house had an opportunity to review the draft CTR plans. Comments received on City of Marysville draft CTR plan include the following:

City of Marysville's draft CTR plan received 3 comments. One comment suggested that the City as an employer could offer more flexibility toward remote work. Another suggested to add electric vehicle charging stations at the park and rides and to improve the connection between Route 209 and 201/202.

Visitors to community events (listed in #26a above) engaged with Community Transit staff about CTR and other public transit-related topics. The feedback received related to CTR falls under three major themes: service area, service times, and barriers. Key feedback includes the following:

- **Service Area**
 - Several visitors asked when the light rail would reach Everett.
 - Several visitors expressed their enthusiasm for the opening of a new light rail line.
 - A visitor requested bus routes near the Hibulb Cultural Center and casinos in Everett.
 - A visitor asked for bus service in Marysville on 67th Street.
 - A visitor said they would love to see frequent commuter times and routes that connect to Arlington Business Center.
 - A visitor asked about nearby bus routes that pass by the Everett Farmers Market.
 - A visitor commented they were excited about Route 106 having weekend service so DART would be back in that area.
 - A couple visitors did not know the light rail would have a stop in Shoreline.
 - A visitor requested bus service from 67th to 100th street to connect to Cascade High School.
 - A visitor identified a need for bus stops near Arlington High School.
 - A visitor asked if buses can go directly to the new Everett Stadium in the future.
 - A visitor mentioned how they would like bus service at an additional exit in Arlington to Island Crossing and downtown Arlington.
- **Service Times**
 - A visitor shared they don't ride transit from Marysville through Everett to Lynnwood in the morning as the buses don't pass frequently enough.
 - A few visitors commented that they look forward to increased service frequency in Snohomish County after service changes will be implemented in September 2024.
- **Barriers to Commute Trip Reduction**
 - A few visitors noted they don't use transit because they have a car.
 - A visitor expressed concern about safety on buses and the drug usage on them.
 - Several visitors needed trip planning information. Some asked how to get to certain destinations and one inquired if there are parking fees at park and rides.
 - Several visitors asked about where to obtain free ORCA cards.

Community-based organizations

Community-based organizations noted the following:

- **Limited transit service area:** Many interviewees identified the barrier of limited transit service in most of Snohomish County. Transportation service providers such as Homage and Hopelink shared that their organizations are flooded by demand and can only offer highly essential trips, such as getting to work and accessing medical services. Other commonly needed trips, such as going to the grocery store, accessing childcare, or going to the park, do not qualify for these transportation services.
- **Limited service hours:** Multiple interviewees shared that even when transit is available in their area, it may not be an option for employees with nontraditional hours, such as those working in healthcare. This could be due to gaps in service during non-peak hours or employees' feeling of safety using public transit during darker hours. Multiple people shared that offering shuttles or Dial-a-Ride Transportation (DART) were helpful measures to bridge these gaps.
- **Time and flexibility:** Saving time and the ability to make multiple stops are important considerations when choosing travel modes. Families who need to make multiple stops on their way to work for school or childcare may find ride sharing or taking transit more challenging. Multiple interviewees shared that effectively marketing the time savings of riding in the carpool lane and other perks of non-drive-alone modes could help address this. People who need to get to medical appointments are more likely to choose door-to-door service offered through DART or other services, because this provides a simpler solution, although the pickup services are not consistently on time.
- **ADA Services:** Interviewees acknowledged that ADA-compliant pickups must be offered with any fixed route and that demand for fixed-route service may not be as high in rural locations. They suggested that jurisdictions might direct more resources to organizations such as Homage or Hopelink to provide additional pickup services in areas where fixed-route public transit may not be a practical option. This could provide cost savings in addition to significant community benefits.
- **Land Use Planning:** The importance of affordable, transit-accessible housing was reiterated by many. Multiple interviewees shared that workers are commuting very long distances that are often outside the reach of transit, because it's too expensive to live closer to where they work. This creates barriers that can limit people from accessing employment if they would need a car to get to and from work or prevent them from using transit if the commute is too long. Multiple interviewees shared that affordable housing along transit corridors should be a high priority for jurisdictions, and that housing should be considered alongside transportation planning and not as two separate issues.
- **Criminal Activity:** Many cited fears of criminal activity on public transit as a deterrent to taking public transit. Even if the risk of crime is relatively low, perceptions of safety can be very negative. Installing lighting and other security measures as well as holding discussions on safety concerns can help address some of these barriers.
- **Amenities and Infrastructure:** Additional barriers to transit include the lack of safe, accessible sidewalks (particularly for riders who rely on mobility devices) and well-lit, sheltered bus stops. Many areas lack sheltered bus stops or adequate sidewalk space, particularly in more rural areas that are outside the main transit corridors. Devoting resources to increasing and improving these structures could go a long way in encouraging greater ridership.
- **Outreach and Education:** Multiple interviewees shared that enhanced education and marketing could encourage more workers to try alternatives to single-occupancy vehicles for their commute trips. Interviewees noted that employees and community members in general may have limited awareness of the programs and benefits available to them. Transit agencies and local jurisdictions could address this by working to increase awareness of transit routes, vanpool options, reduced-fare programs, and convenience of the multimodal ORCA transit card. Housing developments, shopping centers, and healthcare waiting rooms, as well as transit agencies and jurisdictions, could all promote these available options for employees and for the broader community.

Transit agencies interviews

Transit agencies interviewees discussed recent changes in commute patterns and noted planned service expansions.

- **Changes in commute patterns:** Community Transit, Everett Transit, King County Metro, Sound Transit indicated that post-pandemic ridership numbers are rising but have not returned to pre-pandemic levels. Everett Transit noted that they are at 82 percent of their pre-pandemic ridership levels and that peak commute hour trips are still below pre-pandemic levels. King County Metro indicated that peak-only routes (routes that only run during peak commuting hours) continue to underperform and thus, they are prioritizing increasing service on all-day and all-week routes. Sound Transit indicated that service levels have bounced back from the pandemic faster on light rail, commuter rail, and express buses.
- **Service expansions:** Sound Transit and Community Transit indicated that there is a planned light rail service extension to Lynnwood Center and bus service expansion along the light rail line. In response to recent community surveys, Community Transit is planning to increase mid-day, evening and weekend service and direct resources toward providing more local routes and enhancing access to the light rail for regional travel.

CTR-affected employers

Employers noted the following:

- **Local CTR ordinances:** Employers noted that providing CTR information and worksite amenities is easier than offering transit pass subsidies and incentives, increasing vanpool and transit services, and facilitating parking management programs.
- Smaller employers noted that offering vanpool vehicles, onsite daycare, and other services is more difficult given their smaller size.
- Making information about commuting options and resources accessible and easy to find is key.
- Not everyone knows about the pre-tax CTR incentive, so it is not always offered or well marketed.
- Parking benefits have room for exploration; managing programs and monitoring parking spaces are the biggest barriers. Challenges to parking management include the sunk costs of parking spaces and employee expectations of "convenient" parking.
- Incentives and promotions are preferable to deterrents, such as charging for parking that was previously free.

d. How did what they said influence the plan?

The comments received closely align with what City of Marysville is already working to improve. City of Marysville plans to revise the CTR ordinance as detailed in Section #12 above to require affected employers to implement a choice of measures to increase the percentage of employees using commuting alternatives to driving alone. The list of pre-approved implementation measures relates to feedback received from employers, community members, and community-based organizations on barriers to using commute trip options other than driving alone. Examples of this include:

- Providing free or discounted ORCA cards (suggested by community members)
- Improving outreach and education about reducing drive-alone trips (suggested by employers, community-based organizations)
- Providing bicycle storage and amenities onsite (suggested by employers)
- Encouraging pre-tax deductions for commuting options to driving alone (suggested by employers)
- Providing trip planning support for using alternative commute options (suggested by community members)

City of Marysville also plans to continue partnering with Community Transit to support CTR-Affected employers by providing ETC training, commute trip reduction outreach and incentives, discounted ORCA pass programs, and trip planning support as detailed in Section #13 above.

27. Vulnerable Populations Considered

Frontline communities: low-income, disabled, unhoused, English as a second language, youth, and the elderly groups were considered “vulnerable”.

28. Engagement Focused on Vulnerable Populations

a. Who did you talk to?

- **Hopelink:** serves homeless and low-income families, children, seniors, and people with disabilities in King and Snohomish counties by providing a network of critical social services through programs for housing, transportation, family development, financial assistance, employment programs, adult education, financial literacy training, and five food banks.
- **Community Health Centers:** a nonprofit provider which offers affordable primary healthcare services, including medical, medical walk-in, dental, physical therapy, and pharmacy.
- **Snohomish County Transportation Coalition (Snotrac):** advocates for improvement in transportation service and solutions for people in Snohomish County with specialized transportation needs through community engagement, coordination of resources, and strategic partnerships.
- **Homage:** The largest provider of services for older adults and people with disabilities in Snohomish County, with programs in food and nutrition, health and wellness, home repair, social services, and transportation.
- **North Sound Bicycle Advocacy Group:** works with local jurisdictions and transportation departments to raise safety awareness for cyclists and pedestrians and find workable solutions related to intermodal transportation, public safety, clean air, and quality of life for local communities.
- **Sharing Wheels Community Bike Shop:** is a nonprofit bike shop located in Everett providing refurbished, used bicycles to thousands of adults and children as well as offering programs and resources for bike repair and upkeep.
- **BIKES Club:** is a recreational club which hosts rides and events year-round, in addition to advocating and fundraising for bike-related grants.

Community Transit also provided information tables at community events held at the Marysville Library, Everett Library, and the Latino Expo (LETI) at Edmonds College.

b. When did you talk to them?

Community-based organizations

- Hopelink: April 23, 2024
- Community Health Centers: April 25, 2024

- Snotrac: May 1, 2024
- Homage: May 8, 2024
- North Sound Bicycle Advocacy Group: May 14, 2024
- BIKES Club and Sharing Wheels Community Bike Shop: May 14, 2024

Community events

- Everett Public Library Drop-In: July 15, 2024
- Marysville Public Library Drop-In: July 24, 2024
- LETI Expo: July 27, 2024

c. What did they have to say?

Community-based organizations

Community-based organizations serving vulnerable populations noted the following:

- **Limited transit service area:** Many interviewees identified the barrier of limited transit service in most of Snohomish County. Transportation service providers such as Homage and Hopelink shared that their organizations are flooded by demand and can only offer highly essential trips, such as getting to work and accessing medical services. Other commonly needed trips, such as going to the grocery store, accessing childcare, or going to the park, do not qualify for these transportation services.
- **Limited service hours:** Multiple interviewees shared that even when transit is available in their area, it may not be an option for employees with nontraditional hours, such as those working in healthcare. This could be due to gaps in service during non-peak hours or employees' feeling of safety using public transit during darker hours. Multiple people shared that offering shuttles or Dial-a-Ride Transportation (DART) were helpful measures to bridge these gaps.
- **Time and flexibility:** Saving time and the ability to make multiple stops are important considerations when choosing travel modes. Families who need to make multiple stops on their way to work for school or childcare may find ride sharing or taking transit more challenging. Multiple interviewees shared that effectively marketing the time savings of riding in the carpool lane and other perks of non-drive-alone modes could help address this. People who need to get to medical appointments are more likely to choose door-to-door service offered through DART or other services, because this provides a simpler solution, although the pickup services are not consistently on time.
- **ADA Services:** Interviewees acknowledged that ADA-compliant pickups must be offered with any fixed route and that demand for fixed-route service may not be as high in rural locations. They suggested that jurisdictions might direct more resources to organizations such as Homage or Hopelink to provide additional pickup services in areas where fixed-route public transit may not be a practical option. This could provide cost savings in addition to significant community benefits.
- **Land Use Planning:** The importance of affordable, transit-accessible housing was reiterated by many. Multiple interviewees shared that workers are commuting very long distances that are often outside the reach of transit, because it's too expensive to live closer to where they work. This creates barriers that can limit people from accessing employment if they would

need a car to get to and from work or prevent them from using transit if the commute is too long. Multiple interviewees shared that affordable housing along transit corridors should be a high priority for jurisdictions, and that housing should be considered alongside transportation planning and not as two separate issues.

- **Criminal Activity:** Many cited fears of criminal activity on public transit as a deterrent to taking public transit. Even if the risk of crime is relatively low, perceptions of safety can be very negative. Installing lighting and other security measures as well as holding discussions on safety concerns can help address some of these barriers.
- **Amenities and Infrastructure:** Additional barriers to transit include the lack of safe, accessible sidewalks (particularly for riders who rely on mobility devices) and well-lit, sheltered bus stops. Many areas lack sheltered bus stops or adequate sidewalk space, particularly in more rural areas that are outside the main transit corridors. Devoting resources to increasing and improving these structures could go a long way in encouraging greater ridership.
- **Outreach and Education:** Multiple interviewees shared that enhanced education and marketing could encourage more workers to try alternatives to single-occupancy vehicles for their commute trips. Interviewees noted that employees and community members in general may have limited awareness of the programs and benefits available to them. Transit agencies and local jurisdictions could address this by working to increase awareness of transit routes, vanpool options, reduced-fare programs, and convenience of the multimodal ORCA transit card. Housing developments, shopping centers, and healthcare waiting rooms, as well as transit agencies and jurisdictions, could all promote these available options for employees and for the broader community.

Visitors to community events (listed in #26a above) engaged with Community Transit staff about CTR and other public transit-related topics. The feedback received related to CTR falls under three major themes: service area, service times, and barriers. Key feedback includes the following:

- **Service Area**
 - Several visitors asked when the light rail would reach Everett.
 - Several visitors expressed their enthusiasm for the opening of a new light rail line.
 - A visitor requested bus routes near the Hibulb Cultural Center and casinos in Everett.
 - A visitor asked for bus service in Marysville on 67th Street.
 - Would love to see frequent commuter times and routes that connect to Arlington Business Center.
 - A visitor asked about nearby bus routes that pass by the Everett Farmers Market.
 - A visitor commented they were excited about Route 106 having weekend service so DART would be back in that area.
 - A couple visitors did not know the light rail would have a stop in Shoreline.
 - A visitor requested bus service from 67th to 100th street to connect to Cascade High School.
 - A visitor identified a need for bus stops near Arlington High School.
 - A visitor asked if buses can go directly to the new Everett Stadium in the future.

- A visitor mentioned how they would like bus service at an additional exit in Arlington to Island Crossing and downtown Arlington.
- **Service Times**
 - A visitor shared they don't ride transit from Marysville through Everett to Lynnwood in the morning as the buses don't pass frequently enough.
 - A few visitors commented that they look forward to increased service frequency in Snohomish County after service changes will be implemented in September, 2024.
- **Barriers to Commute Trip Reduction**
 - A few visitors noted they don't use transit because they have a car.
 - A visitor expressed concern about safety on buses and the drug usage on them.
 - Several visitors needed trip planning information. Some asked how to get to certain destinations and one inquired if there are parking fees at park and rides.
 - Several visitors asked about where to obtain free ORCA cards.

d. How did what they said influence the plan?

City of Marysville plans to continue partnering with Community Transit to support CTR-Affected employers by providing ETC training, commute trip reduction outreach and incentives, discounted ORCA pass programs, and trip planning support as detailed in Section #13 above. A few examples of comments received that are incorporated into the plan are:

- Coordinate with Community Transit to identify opportunities for providing free or discounted ORCA cards (suggested by community members)
- Improving outreach and education about reducing drive-alone trips (suggested by community-based organizations)
- Providing trip planning support for using alternative commute options (suggested by community members)

29. Employers' Suggestions to Make CTR More Effective

Employers made the following suggestions during the Employer Workshop:

- Make information about commuting options and resources easier to find. Use newsletters and other forms of engagement sent directly to employees along with campaign posters and bulletin board notices.
- Increase awareness about pre-tax transit passes.
- Offer resources for managing parking programs and parking benefits.
- Focus on incentives for commute trip reductions rather than deterrents like charging for parking.
- Hold yearly wellness fairs featuring commute trip reduction options.
- Provide vanpool programs for employee work trips during the day.

- Implement parking programs aimed to reduce parking tension with surrounding neighborhoods.
- Offer internal shuttles for campuses and businesses with multiple locations.
- Improve safety and reduce crime around transit stops.
- Focus on “last mile” connections where transit stops are not convenient to the business’ location.
- Provide more grant funding and incentives for employers’ CTR programs.
- Help widely promote CTR programs and options.
- Increase bus routes, service hours, and public transportation options.
- Kory Electronics suggested that a bus line on Beverly Park would be helpful for getting residents from the new apartments to jobsites.

30. Results of Engagement Focused on Vulnerable Populations that Will Be Provided for Use in Comprehensive Plan and Transit Plan Updates

City of Marysville is aware of the issues that stakeholders brought forward and is currently working on the 2025 update to its Comprehensive Plan to help address these issues. The stakeholders’ input reinforced the City’s ongoing efforts to improve infrastructure and coordinate with Community Transit to better serve the City’s residents and vulnerable communities.

In addition, comments and suggestions from vulnerable populations and other groups will be considered as part of Community Transit’s future transit planning processes. Community Transit is currently implementing its [Transit Changes in 2024 and Beyond](#) service plan. Many suggestions about increased frequency and new service areas will be implemented as part of the service plan update process which will continue through 2026.

Community Transit makes changes to bus service up to four times per year. When considering changes, the Planning team considers many factors including input from the public.

Regional Transportation Planning Organization CTR Plan Review

City of Marysville provided the 2025-2029 CTR Plan to Puget Sound Regional Council (PSRC) for review on September 20th, 2024.

PSRC Comments:

References

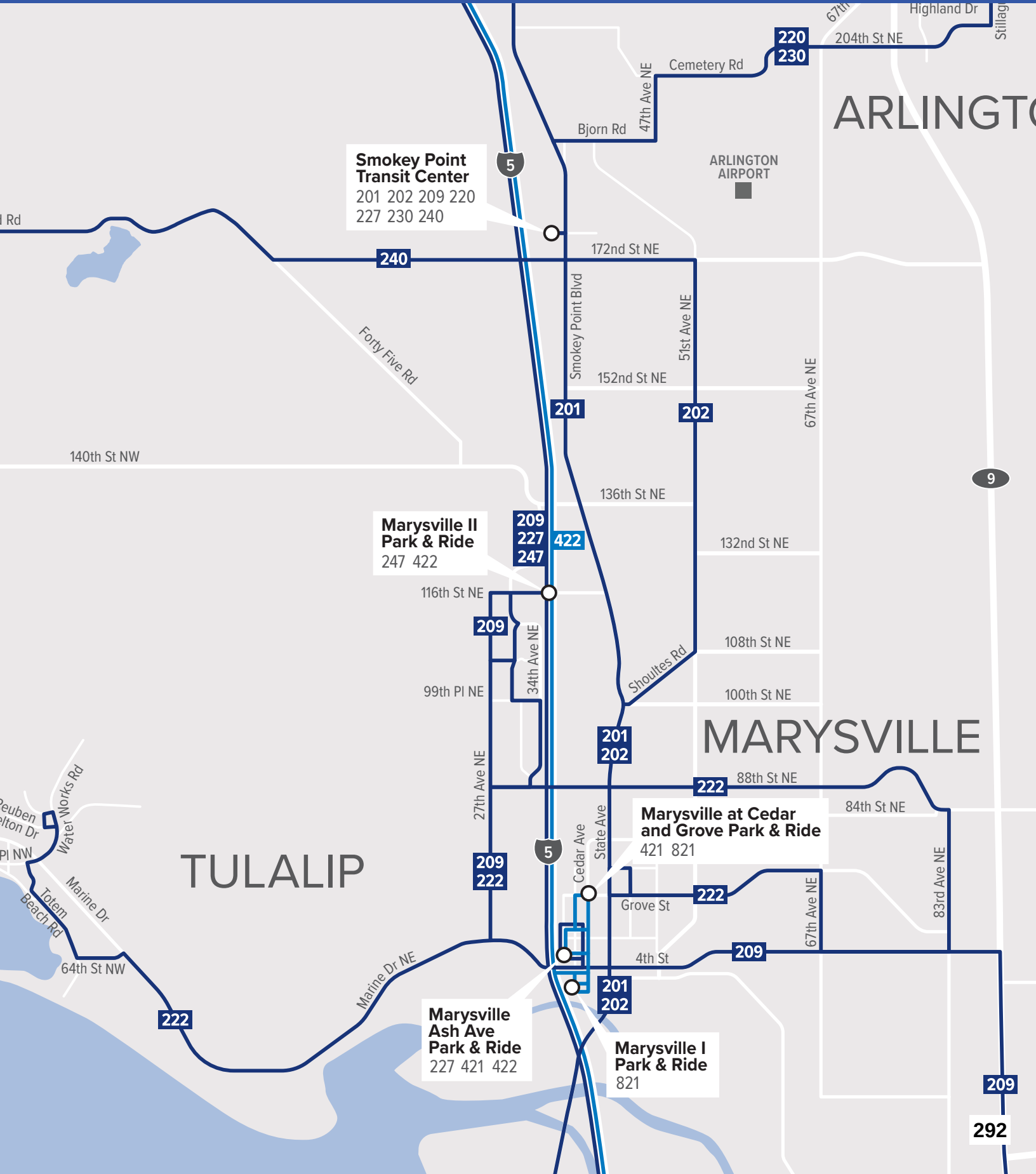
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Appendix A – Marysville Transit Map

Community Transit System Map

Marysville/Tulalip detail

March 2024



PC Recommendation – Commute Trip Reduction Plan Update

The Planning Commission (PC) of the City of Marysville, having held a duly advertised public hearing on May 13, 2025, in review of a NON-PROJECT action amendment to the Marysville Municipal Code (MMC) Chapter 11.52 *Commute Trip Reduction (CTR)*, including concurrent adoption of the 2025 – 2029 CTR Plan, as required pursuant to RCW 70.94.521 – 555, with the goal of reducing drive-alone trips and vehicle miles traveled, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The proposed amendments to MMC Chapter 11.52 *Commute Trip Reduction* and adoption of the 2025 – 2029 CTR Plan are exempt from review by the State of Washington Department of Commerce (DOC).
2. The proposed amendments to MMC Chapter 11.52 *Commute Trip Reduction* and adoption of the 2025 – 2029 CTR Plan are exempt from State Environmental Policy Act review under WAC 197-11-800(19).
3. The PC held a duly advertised public hearing on May 13, 2025, in order to introduce the proposed amendments to MMC Chapter 11.52 *Commute Trip Reduction* and adoption of the 2025 – 2029 CTR Plan, and to take public testimony, prior to making a recommendation to Marysville City Council.
4. No comments from the public were received at the public hearing.

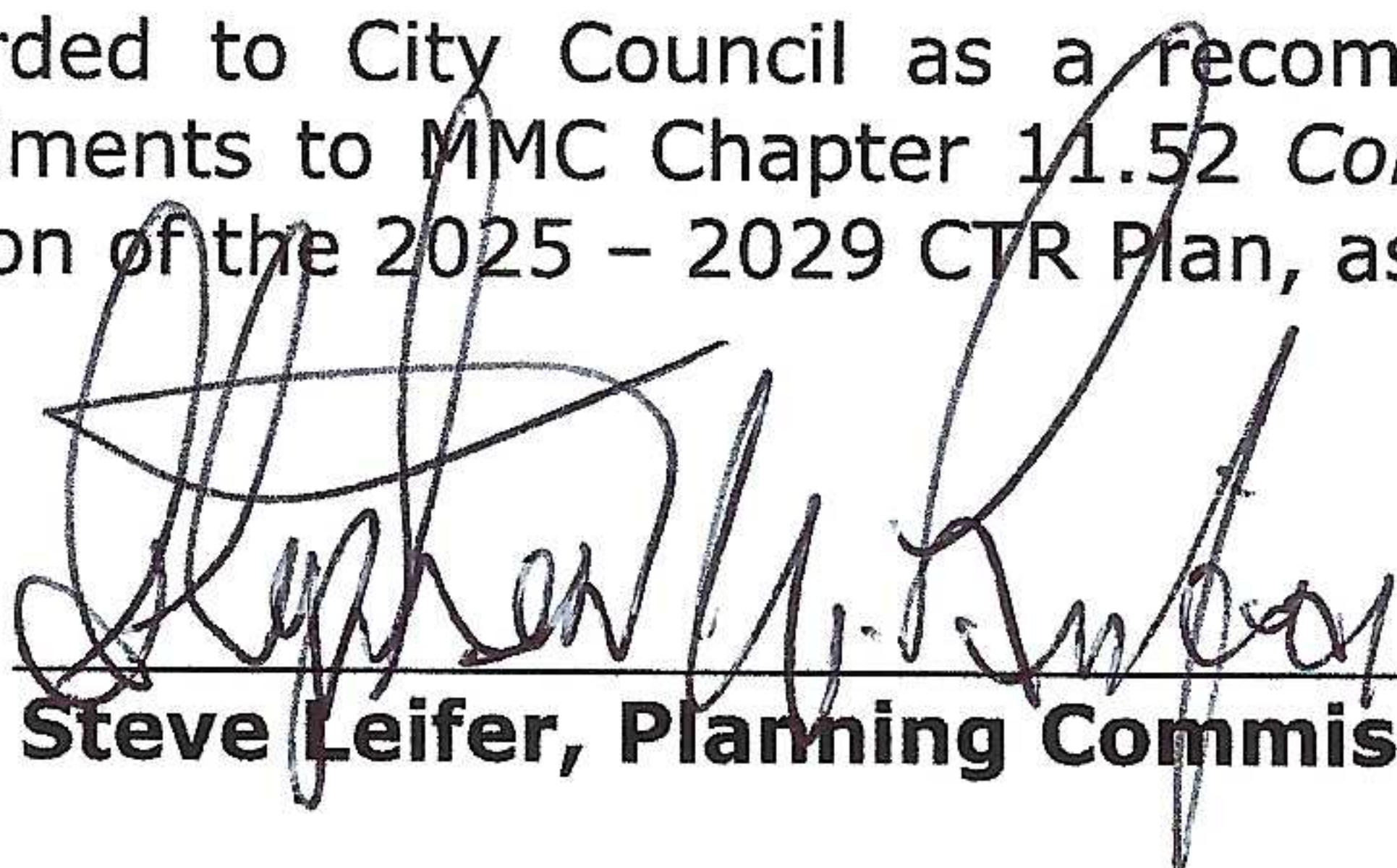
CONCLUSION:

At the public hearing held on May 13, 2025, the Planning Commission recommended **APPROVAL** of the proposed code amendments to MMC Chapter 11.52 *Commute Trip Reduction (CTR)*, including concurrent adoption of the 2025 – 2029 CTR Plan.

RECOMMENDATION:

Forwarded to City Council as a recommendation of **APPROVAL** of the proposed code amendments to MMC Chapter 11.52 *Commute Trip Reduction (CTR)*, including concurrent adoption of the 2025 – 2029 CTR Plan, as reflected in **EXHIBIT A**, attached hereto.

By:


Steve Leifer, Planning Commission Chair

MEMORANDUM

DATE: July 23, 2025
TO: City Council
FROM: Kathryn Bird, Associate Planner
RE: Amendments to MMC Chapter 11.52 and adoption of the
2024 – 2029 Commute Trip Reduction Plan
(CA25-0006)
CC: Jeff Wilson, Interim CD Director
Chris Holland, Planning Manager
EXHIBIT A: Amendments to MMC Chapter 11.52 *Commute Trip Reduction Plan*
EXHIBIT B: 2025 – 2029 Commute Trip Reduction Plan
EXHIBIT C: PC Recommendation

In 2006, the Washington State Legislature passed the Commute Trip Reduction (CTR) Efficiency Act amending RCW 70.94.521 — 555 and requiring local governments in counties experiencing the greatest automobile related air pollution and traffic congestion to set new goals for reducing drive-alone trips and vehicle miles traveled. The CTR Plan is required to be updated every four (4) years. Additionally, Washington State Department of Transportation (WSDOT) is requiring several updates to the CTR Plan and CTR Ordinance. These changes include:

- Updating references to RCW 70.94.521-555 to RCW 70A.15.4000-4110.
- Requiring businesses with twenty (20) or more employees the option to make a monthly, pre-tax payroll deduction for transit/vanpool expenses or to offer a partially or wholly employer-paid transit pass.
- CTR goals, will be replaced, requiring major employers to select five (5) options from among three (3) categories, including:
 - Commute Support and Incentives
 - Information and Education
 - Amenities and Infrastructure.

Additional changes include:

- Amended definition of “drive alone commute.”
- Addition of requirements for biennial progress reports and a biennial measure of employee commute behavior (survey).
- Elimination of the “transportation fair” requirement, however, it is still an option.

The City currently implements five (5) of the required options in three (3) of the categories, which complies with the CTR goals (see bold italicized below).

Community Support and Incentives

- Subsidized or free transit passes for employees.
- Pre-tax payroll deductions for transit or vanpool expenses.
- Provision of subsidies for carpooling or vanpooling.
- Incentives rewarding avoidance of drive-alone commute trips such as gift cards or a parking cash-out program.
- Guaranteed ride home programs for emergencies.
- Shuttle services from transit stations to the workplace.
- Employer telework program.
- ***Flexible or compressed workweek schedules.***
- Options for working at alternative sites closer to employees' homes.
- Incentives for walking or biking, such as gift cards or discounts on outdoor gear.
- Rideshare matching events for vanpools and carpools.

Information and Education

- Commute options information and orientation for new hires.
- Communication plan for sharing print and digital information on the employer's CTR program.
- ***Information on commute options and resources displayed in common areas at the workplace and/or available online or by mobile app.***
- Educational campaigns, conducted at least once per year, on the benefits of alternative commuting.
- ***Outreach campaigns, conducted at least once per year, to promote walking or biking, such as a "bike to work" month.***
- ***Workshop or transportation fair, conducted at least once per year, promoting sustainable transportation options.***
- Personalized travel planning assistance for employees, which could include guidance on transportation benefits, planning routes, or finding rideshare partners.
- Real-time transit information display at the workplace or in a centrally accessible location.

Amenities and Infrastructure

- Preferential parking for carpoolers and vanpoolers.
- Amenities for bike commuters including secure bike storage, showers, or bike repair stations.
- Onsite amenities like a cafeteria, fitness center, micro-market, or daycare to reduce off-site trips.
- ***Provision and maintenance of electric vehicle charging stations.***
- Parking space for carshare vehicles or company-owned cars for employee use.

- Preferential parking for carpoolers and vanpoolers. (iii)(A)

Attached are the amendments to [MMC Chapter 11.52 Commute Trip Reduction](#) (**Exhibit A**), including adoption of the 2025 – 2029 CTR Plan (**Exhibit B**), which is referenced in MMC 11.52.060.

On May 13, 2025, the Planning Commission (PC) held a duly advertised public hearing and provided a recommendation of **approval** of the amendments to [MMC Chapter 11.52](#) and approval of the 2025 – 2029 CTR Plan (**Exhibit C**).

On Monday June 2, 2025, the proposed amendments were brought to City Council Workshop.

Staff respectfully, recommends Council affirm the PC recommendation and approve the proposed amendments to [MMC Chapter 11.52](#) and adoption of the 2025 – 2029 CTR Plan by Ordinance.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 28, 2025

SUBMITTED BY: Kathryn Bird, Community Development

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Commute Trip Reduction Interlocal Agreement (2025-2029)

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the interlocal agreement for Commute Trip Reduction.

SUMMARY: Renewal of the Commute Trip Reduction Interlocal Agreement authorizing Community Transit to act as the lead agency in assisting jurisdictions and other employers in implementing their CTR plans and programs.

ATTACHMENTS:
[Interlocal Agreement-CTR Cities-FINAL.pdf](#)

INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter collectively referred to as the **CITIES** and individually as **CITY**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

WHEREAS, RCW 70A.15.4020 requires cities with “major employers” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans, and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion, and energy use; and

WHEREAS, the CITIES and COMMUNITY TRANSIT are authorized pursuant to RCW 70A.15.4020(5) and the Interlocal Cooperation Act, chapter 39.34 RCW, to enter into agreements to coordinate the development and implementation of commute trip reduction plans and programs; and

WHEREAS, COMMUNITY TRANSIT worked in partnership with the CITIES and other Snohomish County jurisdictions to develop aligned CTR plans and ordinances that have been adopted into law by the CITIES; and

WHEREAS, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a coordinated manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the implementation and administration of the CTR plans and programs for the CITIES; and

WHEREAS, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

WHEREAS, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

WHEREAS, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby

COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; and

WHEREAS, the PARTIES are not creating a separate legal or administrative agency under this AGREEMENT; and

WHEREAS, no administrator or joint board is needed or responsible for administering the duties and obligations created by this AGREEMENT; and

WHEREAS, no real or personal property will be held or used jointly by the PARTIES under this AGREEMENT;

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the PARTIES hereto agree as follows:

1. RECITALS: The recitals set forth above, constituting a basis of the agreement of the PARTIES, are incorporated herein by references as if fully set forth.
2. SERVICE PROVISIONS: The PARTIES shall perform the services specified in the "STATEMENT OF WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
3. FUNDING: COMMUNITY TRANSIT shall receive all funds provided by WSDOT allocated for the CITIES to support the administration of the CTR base plans and programs.
4. CHANGE IN FUNDING: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from WSDOT. If WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in the CITIES and any amendments to this AGREEMENT that may be required.
5. AGREEMENT PERIOD: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the AGREEMENT. The term of this AGREEMENT shall be from the effective date until June 30, 2029.
6. TERMINATION: The CITIES and/or COMMUNITY TRANSIT may terminate this AGREEMENT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by COMMUNITY TRANSIT, and not otherwise paid for by WSDOT prior to the effective date of such termination shall be paid as a pro rata portion of the

applicable WSDOT allocation amount by WSDOT.

7. SEVERABILITY: One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms of conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a city from this AGREEMENT is declared severable.
8. AGREEMENT MODIFICATIONS: Any PARTY may request changes to this AGREEMENT. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment of this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto.
9. NONDISCRIMINATION: The PARTIES, in performance of this AGREEMENT, shall comply with all applicable local, state, and/or federal laws, including Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259), and ordinances, and agree that they shall not discriminate against any person who is paid, for work completed, by funds indicated in this AGREEMENT or against any applicant for such employment on the grounds of race, color, religion, national origin, age, veteran status, or the presence of any sensory, mental, or physical disability. The PARTIES shall make reasonable accommodations to the sensory, mental, or physical disabilities of applicants and employees throughout the personnel process. In determining the extent of reasonable accommodation, the following factors will be considered: the safe and efficient operation of the organization; feasible financial costs and expenses; and the overall type and size of the organization's operation.
10. INDEMNIFICATION:
 - A. COMMUNITY TRANSIT shall protect, hold harmless, indemnify, and defend, at its own expense, the CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of COMMUNITY TRANSIT under this Agreement, including claims by the state, COMMUNITY TRANSIT's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the CITIES or their elected and appointed officials, officers, employees or agents.

Individually, each CITY shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance by that CITY under this Agreement, including claims by the state, and that CITY'S employees or third

parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT or another CITY, its elected and appointed officials, officers, employees or agents.

B. It is understood and agreed that this AGREEMENT is solely for the benefit of the PARTIES hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

C. This indemnification clause shall also apply to any and all causes of action arising out of performance of work activities under this AGREEMENT. Each contract for services or activities utilizing funds provided in whole or in part by this AGREEMENT shall include a provision that the PARTIES are not liable for damages or claims for damages arising from any subcontractor's performance or activities under the terms of the contracts.

D. Survivability: The indemnification obligations under this Section 10, including the waiver of immunity under the Industrial Insurance Act, shall survive the expiration or termination of this AGREEMENT. Such obligations shall remain enforceable to the fullest extent permitted by law.

11. WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE ACT: The indemnification provisions of Section 10 are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that this provision was specifically negotiated and agreed upon.

12. FILING/POSTING: Pursuant to RCW 39.34.040, a fully executed copy of this AGREEMENT shall be recorded with the office of the County Auditor and/or posted by subject on a PARTY's website.

13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Snohomish County Superior Court.

IN WITNESS WHEREOF, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, and Community Transit have executed this AGREEMENT as of the date and year written below.

COMMUNITY TRANSIT

Authorized Signature
Ric Ilgenfritz
Chief Executive Officer

Date

CITY OF ARLINGTON

Authorized Signature
Don Vanney
Mayor of Arlington

Date

CITY OF BOTHELL

Authorized Signature
Kyle Stannert
Bothell City Manager

Date

CITY OF EDMONDS

Authorized Signature
Mike Rosen
Mayor of Edmonds

Date

CITY OF LYNNWOOD

Authorized Signature
Christine Frizzell
Mayor of Lynnwood

Date

CITY OF MARYSVILLE

Authorized Signature
Jon Nehring
Mayor of Marysville

Date

CITY OF MONROE

Authorized Signature
Geoffrey Thomas
Mayor of Monroe

Date

CITY OF MOUNTLAKE TERRACE

Authorized Signature
Jeff Niten
Mountlake Terrace City Manager

Date

CITY OF MUKILTEO

Authorized Signature
Joe Marine
Mayor of Mukilteo

Date

EXHIBIT “A”

Statement of Work

ADMINISTERING COMMUTE TRIP REDUCTION PLANS

1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe, and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

This STATEMENT OF WORK is incorporated into the Interlocal Agreement titled **“INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS”** and outlines the tasks and responsibilities for each of the PARTIES.

COMMUNITY TRANSIT TASKS

2. GENERAL TASKS

- 2.1 Administer the CITIES’ CTR plans and programs according to the provisions of RCW 70A.15.4000 – 4100.

3. MAINTAIN RECORDS AND DOCUMENTS

- 3.1 Establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this AGREEMENT.
- 3.2 To facilitate the administration of the work described in this AGREEMENT, separate accounts shall be established and maintained within COMMUNITY TRANSIT’s existing accounting system or set up independently. Such accounts are referred to herein collectively as the “CTR Account”.
- 3.3 All costs charged to the CTR Account, including any approved services contributed by the CITIES shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or products evidencing in proper detail the nature and propriety of the charges.
- 3.4 If a CITY receives a public records request (PRR) pursuant to chapter 42.56 RCW, that includes public records potentially held by COMMUNITY TRANSIT as part of this Statement of Work, a copy of the PRR shall be given to

COMMUNITY TRANSIT. The CITY and COMMUNITY TRANSIT will coordinate disclosure of any public records responsive to the PRR under chapter 42.56 RCW.

- 3.5 Maintain database and master file records on all affected major employers and worksites.

4. PROVIDE CTR SERVICES TO MAJOR EMPLOYERS

- 4.1 Provide affected major employers with access to information and services, which will enable them to plan, implement, and manage CTR programs in a way that implements the CITIES' CTR plans and ordinances and meets individual major employer goals.
- 4.2 Organize the content and format of a comprehensive CTR educational program for major employers and jurisdictions.
- 4.3 Ensure that the comprehensive CTR educational program in the CITIES is consistent with that developed by WSDOT.
- 4.4 Provide tailored ongoing educational, technical, and promotional assistance to support Employee Transportation Coordinators (ETCs) and employment site CTR programs.
- 4.5 Provide opportunities for ETCs to network with the ETCs of other affected major employers.
- 4.6 Provide information and technical assistance to affected major employers in developing CTR programs. Explain legal requirements and assist with initial survey and plan development.
- 4.7 Coordinate and facilitate employer networking, employer peer reinforcement, and employer recognition programs.
- 4.8 Produce two annual transportation option campaigns and distribute campaign materials.
- 4.9 Design and distribute CTR program materials, including new employee orientation materials, which major employers may use or copy to implement, promote, and manage CTR programs.
- 4.10 Provide major employers with access to information, materials, and programs that will enable them to adequately promote CTR programs.

Produce customized program materials for employees upon request.

- 4.11 Support CTR programs by offering supplemental services including a regional ride matching program, vanpool program, employer transit pass program, and Guaranteed Ride Home program.
- 4.12 Take the lead in coordinating the data collection process for major employers. Provide training to ETCs on data collection methodology. Ensure that major employers timely receive their worksite survey results and offer follow-up meetings to all major employers.

5. CTR ADMINISTRATION AND REPORTING

5.1 Notification of Newly Affected Sites as defined by CITY ordinance

- 5.1.1 Partner with the CITIES appointed CTR planning coordinators to identify and engage major employers that are new or have not self-identified to their CITY or COMMUNITY TRANSIT.
- 5.1.2 Confirm that the site meets the criteria for a CTR affected major employer under RCW 70A.15.4010
- 5.1.3 Secure a state ID code from WSDOT.
- 5.1.4 Create a timeline for implementation of a major employer worksite commute trip reduction program and create the required legal file.
- 5.1.5 Provide guidance and technical assistance to support performance of a baseline measurement consistent with the rules established by WSDOT under RCW 70A.15.4060 within ninety (90) days of designation as a major employer.
- 5.1.6 Provide guidance and technical assistance to support newly designated major employers in developing and submitting a worksite commute trip reduction program within ninety (90) days after receiving the results of the baseline measurement. The program must be implemented within ninety (90) days after approval by the CITY.
- 5.1.7 Coordinate with CITIES to address major employers that do not respond to outreach or demonstrate a good faith effort to create, implement, and maintain a CTR worksite program.

5.2 Employee Surveying

- 5.2.1 Notify affected major employers of biennial employee surveying periods.
- 5.2.2 Provide ETCs with access and training for administering employee surveys using WSDOT's survey system or through alternate methods approved by WSDOT.
- 5.2.3 Ensure affected major employers make employee surveys available to employees for two weeks, with an optional third week if necessary to increase response rates.
- 5.2.4 Ensure affected major employers make a good-faith effort to reach target response rates.
- 5.3 Worksite Program Reports
 - 5.3.1 Notify affected major employers when biennial program reports are due and provide affected major employers with limited direct assistance accessing and using WSDOT submission platforms.
 - 5.3.2 Review program reports for completeness for new sites and for sites that made progress toward goal.
 - 5.3.3 For sites that failed to make progress, follow up with ETCs and other designated managers and/or staff to identify and add worksite commute trip reduction program modifications that are likely to support improved progress toward CTR program goals.
 - 5.3.4 Forward modified worksite commute trip reduction programs to the appropriate CITY with recommendation of approval or disapproval.
 - 5.3.5 Generate letters for use by the CITIES when approving or not approving modified worksite commute trip reduction programs of affected major employers.
- 5.4 Exemptions & Modification
 - 5.4.1 Receive major employer requests for exemptions or modifications and send copy of request to CITIES.
 - 5.4.2 Copy request to WSDOT for comment.
 - 5.4.3 Review and analyze request and provide comments to CITIES; CITIES review analysis and provide directions to COMMUNITY TRANSIT.

5.4.4 Generate and send response if directed so by CITIES.

6. COORDINATION

- 6.1 Serve as liaison between WSDOT and the CITIES for the purposes of Chapter 70A.15 RCW.
- 6.2 Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies to create a comprehensive CTR program.
- 6.3 Collaborate directly with the CTR planning coordinators appointed by the CITIES to work with affected major employers to facilitate the timely development, submission, implementation, and revision of affected major employer worksite commute trip reduction programs.
- 6.4 Coordinate and facilitate CTR planning coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.
- 6.5 Help CITIES monitor the progress of affected major employers after worksite CTR programs are implemented.
- 6.6 Meet at least annually with each CITY CTR planning coordinator to discuss major employer CTR programs in each jurisdiction.
- 6.7 Facilitate coordination with the CITIES to develop comprehensive and aligned four (4)-year commute trip reduction plans for 2029 - 2033 and a related community engagement process if required by WSDOT.

7. REPORTING

- 7.1 Submit a CTR administrative workplan describing the work COMMUNITY TRANSIT will do to deliver CTR programs in the CITIES; submitted no later than September of odd numbered years, covering the next two years. Made available for CITIES review as directed.
- 7.2 Submit quarterly status reports and invoices to WSDOT in a manner and format approved by WSDOT including documentation of the work completed over the previous quarter, along with proposed efforts for the upcoming quarter. Made available for CITIES review as directed.

CITIES TASKS

8. GENERAL TASKS

- 8.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the CTR plan and ordinance.
- 8.2 Coordinate proposed amendments to CTR plans, municipal codes, and administrative guidelines with COMMUNITY TRANSIT who will facilitate coordination with the Washington State Department of Transportation and the Transportation Demand Management Technical Committee.
- 8.3 Appoint a CTR planning coordinator to liaise with COMMUNITY TRANSIT regularly, Notify COMMUNITY TRANSIT upon reassigning the CTR planning coordinator role.
- 8.4 Attend CTR planning coordinator group meetings when scheduled.
- 8.5 Notify COMMUNITY TRANSIT of potential CTR-affected major employers as they are identified; confirming the total set of known major employers with COMMUNITY TRANSIT at least annually through CTR planning coordination.
- 8.6 Assist COMMUNITY TRANSIT in addressing major employers that do not respond to outreach or fail to demonstrate a good faith effort to create, implement, or maintain a worksite commute trip reduction program by providing additional resources, sending notification letters, facilitating meetings, or implementing compliance measures as necessary.
- 8.7 Sign major employer commute trip reduction program approval / disapproval letters.
- 8.8 Attend mediation meetings with major employers during program review process if necessary.
- 8.9 Review employer exemption / modification requests from analysis submitted by COMMUNITY TRANSIT. Provide direction to COMMUNITY TRANSIT on how to proceed.
- 8.10 Actively engage in the 2029-2033 jurisdictional commute trip reduction plan update process facilitated by COMMUNITY TRANSIT. Ensure adherence to WSDOT guidelines. Work collaboratively with COMMUNITY TRANSIT to allocate necessary resources, adhere to common timelines, and produce required deliverables.