



**CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 13, 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. Swearing-in of Custody Corporal Brittani Ottulich
[Oath Custody Corporal Brittani Ottulich.docx](#)
- B. Swearing-in of Custody Officer Riley Ensley
[Oath Custody Officer Riley Ensley.docx](#)
- C. Swearing-in of Police Officer Ty Welshans
[Oath Police Officer Ty Welshans.docx](#)

Public Comment

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

- 1. November 25, 2024, City Council Meeting Minutes
[CC 11252024.docx](#)
- 2. December 2, 2024, City Council Meeting Minutes

3. December 9, 2024, City Council Meeting Minutes
[CC12092024.docx](#)

Consent

4. December 31, 2024 (A), Claims in the Amount of \$1,741,307.20 Paid by EFT Transactions and Check Numbers 174666 through 174740*
[123124A.rtf](#)
5. Interlocal Agreement between Snohomish County Health Department and the City of Marysville for Naloxone Kits.
Recommended Motion: I move to authorize the Mayor to sign and execute the interlocal agreement with Snohomish County Health Department.
[Naloxone form agreement \(leave-behind\) \(non-tribal\)_final-120524.pdf](#)
[Naloxone Kit.pdf](#)
6. Contract for Services - Flock Safety Cameras for Marysville Police Department
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with Flock Safety.
[Flock Safety Order.pdf](#)
[Original Flock Safety Contract for Reference.pdf](#)
7. Supplemental Agreement No. 1 to the Professional Services Agreement with Herrera Environmental Consultants, Inc. for the Mother Nature's Window Park Project
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement with Herrera Environmental Consultants, Inc for the Mother Nature's Window Park Project.
[P1503_PSA_Supp1_rev1.pdf](#)
[Original_Contract_for_Reference.pdf](#)
8. Amendment No. 1 to the Solid Waste Financial Assistance Agreement SWMLSWFA-2023-MaryPW-00157 with the Department of Ecology
Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No.1 to the Solid Waste Financial Assistance Agreement with the Department of Ecology.
[WAECOL_Amendment_Report \(1\).pdf](#)
[DOE Solid Waste Management Original Agreement.pdf](#)

Review Bids

Public Hearings

9. An **Ordinance** Vacating a 20-Foot-Wide Portion of Unopened Alleyway Lying Between Lots 1, 2, 3, 7, 8, and 9, per the Plat of Nilsens Addition to Lakewood, Recorded under AFN 116403.
Recommended Motion: I move to adopt Ordinance No. _____.
[06 Lakewood Vacation Ordinance.pdf](#)
[03 Vacation Exhibits - Lakewood Heights.pdf](#)

[01 Vacation Petition - Lakewood Heights.pdf](#)
[02 Vacation Vicinity Map - Lakewood Heights.pdf](#)
[Resolution 2562.pdf](#)
[05 Public Notice - Lakewood Heights.pdf](#)
[04 Vacation Appraisal - Lakewood Heights.pdf](#)
[Chapter 12.32 VACATION OF STREETS AND ALLEYS.pdf](#)

New Business

10. A **Resolution** Authorizing the City Engineer the Authority to Legally Bind the City for the Sole Purpose of Certifying Financial Reports Supporting Federal Reimbursement on Transportation Projects.
Recommended Motion: I move to adopt Resolution No. _____.
[Resolution-Signature_Resolution_DOT.doc](#)
11. An **Ordinance** Regarding the Appointment, Removal, and Jurisdiction of the Hearing Examiner.
Recommended Motion: I move to adopt Ordinance No. _____.
[Ordinance - Hearing Examiner Appointment](#)
[Planning Commission Minutes December 10](#)
12. An **Ordinance** Designating the Hearing Examiner to Perform the Function of the Board of Appeals Under the International Building Code and All Other Codes that Provide for an Appeal to the Board of Appeals.
Recommended Motion: I move to adopt Ordinance No. _____.
[Ordinance - Board of Appeals](#)
[Planning Commission Minutes December 10](#)
13. A **Resolution** Establishing February 10, 2025, as the Date Upon Which a Public Hearing Shall be Held to Consider the Vacation of an Unopened Alleyway Adjacent to 590 Cedar Avenue.
Recommended Motion: I move to adopt Resolution No. _____.
[Matheus Vacation Resolution.docx](#)
[01 Vacation Petition - Matheus Alley.pdf](#)
[02 Vacation Vicinity Map - Matheus Alley.pdf](#)
[03 Vacation Exhibits - Matheus Alley.pdf](#)
[04_Vacation_Appraisal_-_Matheus_Alley.pdf](#)
14. Memorandum of Understanding Between the Teamsters Local 763 and the City of Marysville*
Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding with Teamsters Local 763.
[City of Marysville-MOU Mechanics Pension Diversion 2025.FINAL.pdf](#)
[Teamsters 763 - MOU - Original.pdf](#)
15. Memorandum of Understanding Between the Teamsters Local 763 and the City of Marysville*
Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding with Teamsters Local 763.
[mville_MOU Cross Connection Control Specialist 2024.Final.pdf](#)

16. An **Ordinance** Amending the 2025-2026 Biennial Budget and Providing for the Increase/Decrease of Certain Expenditure Items as Budgeted for in Ordinance No. 3325*
Recommended Motion: I move to adopt Ordinance No. _____.
[Jan 2025 Budget Amendment Memo.docx](#)
[011325 BA Ordinance.pdf](#)
17. A **Resolution** Authorizing Investment of City of Marysville Monies in the Local Government Investment Pool (LGIP)*
Recommended Motion: I move to adopt Resolution No. _____.
[LGIP_Resolution_2025.pdf](#)
18. Administrative Service Contract between Premera Blue Cross and the City of Marysville*
Recommended Motion: I move to authorize the Mayor to sign and execute the Premera Blue Cross Administrative Service Contract.
[2025-01 City of Marysville ASC Amendment 2.pdf](#)
[Premera Original Contract.pdf](#)
19. Dental Care Service Contract between Delta Dental and the City of Marysville *
Recommended Motion: I move to authorize the Mayor to sign and execute the Dental Care Service Contract with Delta Dental.
[coma-contract-ddwa-010125.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. * These items have been added or revised from the materials previously distributed in the packets for the January 6, 2025, Work Session.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Custody Corporal Brittani Ottulich

SUGGESTED ACTION:

SUMMARY: The Police Department requests the swearing-in of Custody Corporal Brittani Ottulich.

ATTACHMENTS:
[Oath Custody Corporal Brittani Ottulich.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Custody Corporal
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Brittani Ottulich, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Custody Corporal for the City of Marysville, according to the best of my ability, so help me God.

Signed this 13th day of January, 2025

Brittani Ottulich
Custody Corporal

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Custody Officer Riley Ensley

SUGGESTED ACTION:

SUMMARY: The Police Department requests the swearing-in of Custody Officer Riley Ensley who has completed Custody Academy.

ATTACHMENTS:
[Oath Custody Officer Riley Ensley.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Custody Officer
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Riley Ensley, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Custody Officer for the City of Marysville, according to the best of my ability, so help me God.

Signed this 13th day of January, 2025

Riley Ensley
Custody Corporal

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Police Officer Ty Welshans

SUGGESTED ACTION:

SUMMARY: Police Officer Ty Welshans hired on with the Marysville Police Department 01/06/2025. We request that Mayor Jon Nehring swear him in.

ATTACHMENTS:
[Oath Police Officer Ty Welshans.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Police Officer
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Ty Welshans, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Officer for the City of Marysville, according to the best of my ability, so help me God.

Signed this 13th day of January, 2025

Ty Welshans
Police Officer

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: November 25, 2024, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 11252024.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
November 25, 2024**

Call to Order

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

Invocation

Father Peter Mactutis of St. Mary Catholic Church gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Administrator Jennifer Stapleton, Parks & Recreation Director Tara Mizell, Communications Manager Connie Mennie, Community Development Director Haylie Miller, Finance Director Jennifer Ferrer-Santa Ines, IT Director Stephen Doherty, Systems and Database Analyst Will Kaiser, Asst. Chief Jim Lawless, Court Administrator Suzanne Elsner, Communications Specialist Bridgette Larsen, Engineering Services Director Jeff Laycock, Chief Erik Scairpon, Deputy City Attorney Burton Eggertsen

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Richards seconded by Councilmember Norton.

AYES: ALL

Presentations

- A. Proclamation Declaring Nov. 30, 2024, Small Business Saturday in Marysville

PROCLAMATION Small Business Saturday 2024.pdf

Mayor Nehring read the proclamation into the record.

- B. Swearing-in of Police Officer Keenan Williams

Oath of Office - Williams.docx

Police Officer Keenan Williams was introduced and sworn in.

- C. Marysville Police Achieve State Accreditation

Chief Scairpon announced that the Police Department has officially achieved state accreditation and discussed the significance of this. He expressed appreciation to everyone involved in this lengthy process and especially Sgt. Jeff Franzen, the Accreditation Manager, for his hard work over several years, and his wife, Lisa, for her support. Mayor Nehring congratulated the Police Department on this impressive achievement.

Public Comment

None.

Approval of Minutes

1. October 28, 2024, City Council Meeting Minutes

CC 10282024.docx

Motion to approve the October 28, 2024, City Council Meeting Minutes moved by Councilmember Muller seconded by Council President Stevens.

AYES: ALL

2. November 4, 2024, City Council Meeting Minutes

CC 11042024.docx

Motion to approve the November 4, 2024, City Council Meeting Minutes moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Consent

3. October 30, 2024 Claims in the Amount of \$1,365,966.51 Paid by EFT Transactions and Check Numbers 173371 through 173488 with Check Numbers 160254, 160280, 160287, 160309, 160645, 160995, 161297, 161515, 161627, 161631, 161636, 161666, 161702, 161774, 161775, 161791, 161818, 161840, 161942, 162002, 162022, 162080, 162443, 162636, 162772, 162831, 162930, 163175, 163534, 163567, 163764 and 172734 Voided

[103024.rtf](#)

4. November 6, 2024, Claims in the Amount of \$1,378,724.78 Paid by EFT Transactions and Check Numbers 173489 through 173607

[Weekly_Claims_Report.rtf](#)

5. November 13, 2024 Claims in the Amount of \$2,343,660.78 Paid by EFT Transaction Numbers 173608 through 173610 and Check Numbers 173700 through 173848

[111324.pdf](#)

Motion to approve Consent Agenda items 3, 4, and 5 moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

Review Bids

Public Hearings

6. [An Ordinance setting the Regular Property Tax Levy for all Real, Personal, and Utility Property Subject to Taxation Within the Corporate Limits of the City of Marysville, for the year 2025.?](#)

[Regular levy ordinance 2025.11.4.24v2.pdf](#)

Director Ferrer-Santa Ines reviewed this item. There were no questions.

The public hearing was opened. There were no comments. The public hearing was closed.

Motion to adopt Ordinance No. 3324 moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

7. [An Ordinance Adopting a Biennial Budget for the City of Marysville for the Period of January 1, 2025, through December 31, 2026, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund](#)

and the Aggregate Totals of all Such Funds Combined and Establishing Compensation Levels as Prescribed by RCW 35A.34.120 and MMC 2.50.030.

Ordinance - Budget 2025-26.pdf

Director Ferrer-Santa Ines reviewed this item. She gave a brief summary of the biennial budget. There were no questions or comments.

The public hearing was opened. There were no comments. The public hearing was closed.

Mayor Nehring thanked Director Ferrer-Santa Ines and her team for the great work.

Motion to adopt Ordinance No. 3325 moved by Councilmember King seconded by Councilmember Condyles.

AYES: ALL

New Business

8. An Ordinance Declaring Public Use and Necessity for Land and Property to be Condemned for the Purpose of Constructing a Roundabout at the Intersection of 172nd St NE and 19th Ave NE; and Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property and Payment from the General Fund.

Condemnation Ordinance - 172nd St Ne and 19th Ave NE.pdf

Deputy City Attorney Eggertsen reviewed this item.

Councilmember Muller asked about compensation ranges. Deputy City Attorney Eggertsen indicated he could find out.

Councilmember James asked if the parties involved know that this is being voted on tonight. Deputy City Attorney Eggertsen though they did.

Motion to adopt Ordinance No. 3326 moved by Council President Stevens seconded by Councilmember James.

AYES: ALL

9. Project Acceptance – MCC Roof Mounted Utility Interactive Photovoltaic System

Western Solar_Notice of Physical Completion 9_19.pdf

Director Laycock reviewed project acceptance for the solar panels project.

Councilmember King asked if there is a way to observe the generation online. Director Laycock thought that there would be eventually; it is a work in progress.

Motion to authorize the Mayor to accept the MCC Roof Mounted Utility Interactive Photovoltaic System project, starting the 60-day lien filing period for project closeout moved by Councilmember James seconded by Councilmember King.

AYES: ALL

10. [Project Acceptance – 2024 Water Service Line Inventory](#)

[W2301_Physical Completion Letter_2024-10-22.pdf](#)

Director Laycock reviewed this item.

Motion to authorize the Mayor to accept the 2024 Water Service Line Inventory project, starting the 60-day lien filing period for project closeout moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

11. [Project Acceptance - Parkside Way Park Playground Replacement](#)

[ALLPLAY_Lettter of physical Completion_20240924.pdf](#)

Director Laycock reviewed this item related to the Parkside Way Park playground project.

Councilmember King commented that this was a great project and is getting a lot of use.

Motion to authorize the Mayor to accept the Parkside Way Park Playground Project, starting the 60 day lien filing period for project closeout moved by Councilmember Condyles seconded by Councilmember Norton.

AYES: ALL

12. [Grant Agreement with the Department of Ecology for the Marysville Enhanced Maintenance Plan](#)

[WQC-2024-MaryPW-00052_AgreementforSignature.pdf](#)

Director Laycock reviewed this item regarding a grant agreement with Department of Ecology for stormwater maintenance activities.

Motion to authorize the Mayor to sign and execute Ecology Grant Agreement for the Marysville Enhanced Maintenance Plan moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

13. [Professional Services Agreement with Gray and Osborne, Inc. for the Storm & Surface Water Comprehensive Plan Update](#)

[__2024-11-08_S&SW Comp Plan Update_Draft PSA.pdf](#)

Director Laycock reviewed the Professional Services Agreement to help with the Storm and Surface Water Comprehensive Plan Update.

Motion to authorize the Mayor to sign and execute the Professional Services Agreement with Gray and Osborne, Inc., in the amount of \$349,358.00, for the Storm & Surface Water Comprehensive Plan Update moved by Councilmember Richards seconded by Council President Stevens.

AYES: ALL

14. [Grant Agreement with the Department of Ecology for the Air Quality VW EV Charging Level 2](#)

[AQVWLVL2-2025-MaryPW-00219.pdf](#)

Director Laycock reviewed this item related to a grant for \$40,000 from Department of Ecology to install Level 2 charging plugs along the west side of Delta.

Councilmember Muller asked for clarification about the ADA compatibility aspect of this. Director Laycock indicated he would look into it.

Councilmember King asked about any plans for charging stations at the community center. Director Laycock was not sure but noted that would be a good location.

Motion to authorize the mayor to sign and execute the grant agreement with the Department of Ecology moved by Councilmember Muller seconded by Councilmember Condyles.

AYES: ALL

15. [Amendment to the First Responder Flex Fund Agreement](#)

[First_Responder_Flex-Funds_2024_Amendment.pdf](#)

[Original Agreement - First Responder Flex Fund.pdf](#)

Asst. Chief Lawless reviewed this item which would return unused grant funds to the county to be redistributed.

Motion to authorize the Mayor to sign and execute the Amendment to the First Responder Flex Fund Agreement moved by Councilmember Norton seconded by Councilmember Richards.

AYES: ALL

[Legal](#)

[Mayor's Business](#)

16. December 2, 2024, City Council Work Session Meeting Change

Mayor Nehring explained that the December 2 Work Session would be a regular meeting instead of a work session to accommodate the crowded agendas in December.

Motion to approve changing the December 2, 2024, Work Session to a regular meeting moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

Other Mayor's Business Items:

- He congratulated Chief Scairpon for the great work on the accreditation process.
- He also commended everyone involved with the recent storm response. He was very proud of the response.
- Thanks to Council for the hard work on the budget process.
- He and Councilmember Muller attended the Tulalip tree lighting event last weekend. It is spectacular.
- Merrysville for the Holidays coming up on December 7.

Staff Business

Court Administrator Elsner gave an update on the system issues they had been having. She commended staff that helped them get the information they needed to do work while the system was down. They are pleased to be back up and running.

Deputy City Attorney Eggertsen stated the need for an Executive Session to address one item regarding bargain negotiations for ten minutes with action expected

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He reported on the National League of Cities (NLC) Conference and sessions he attended.
- Thanks to everyone in Finance for the budget.
- The officers were over at Kohl's doing a coat drive last weekend and collected about 200 coats.
- Marysville's lights look wonderful.

Councilmember James:

- Congratulations to Police on accreditation and for the new officer.
- Congratulations to everyone for the hard work on the budget and getting that passed this weekend.
- He asked for clarification about the Govt. Affairs date. Staff clarified that December 5 is the school district, and the 11th is the Tribes.
- He reported on the NLC conference.

Councilmember King:

- Congratulations to Officer Keenan and the Police Department for accreditation.
- He reported on the recent Park Board meeting where they discussed upgraded lighting at the community center, security cameras at Olympic View Park, future cameras at other locations, inclusive playground plans for Jennings Park, and new fee schedule.
- He toured the cold weather shelter today at Bethlehem Lutheran Church and was very impressed.
- He announced that Ben Van Dam was selected as Grand Marshal for the 2025 Strawberry Festival.

Council President Stevens:

- The Christmas tree and decorations look great out front and around town. He commended staff's work even during the inclement weather.
- He congratulated Police for the accreditation.
- He reported on the NLC conference sessions he attended.

Councilmember Richards:

- The NLC conference in Tampa was great.
- The lights look awesome. He suggested working toward recognizing other holidays over the holiday season.
- He encouraged local shopping over the holidays.
- Congratulations to everyone involved in the budgets.
- He wondered about moving the city utility billing box so it doesn't take up several park parking spots.
- He is looking forward to Merrysville for the Holidays.
- He wished everyone a Happy Thanksgiving.

Councilmember Muller:

- Congratulations to the Police Department.
- He also commented on the NLC conference.

Councilmember Norton:

- She congratulated the Police Department on their accreditation.
- Thanks to staff for the budget.
- Thanks to Council and Mayor. As always, she is grateful to have a council and mayor who strive to spend taxpayer money wisely and efficiently.
- At the most recent Fire Board meeting they expressed appreciation to city staff for their work with the recent bomb cyclone event.
- Happy Thanksgiving to everyone.

Adjournment/Recess

Council recessed into Executive Session at 8:00 p.m. for 10 minutes to discuss one item regarding collective bargaining negotiations with action expected.

Executive Session

- A. Litigation
- B. Personnel – one item, RCW 42.130.140(4)(a)
- C. Real Estate

Reconvene

Council reconvened the regular meeting at 8:10p.m.

Motion to approve the MOU between the City and the MPOA regarding temporary jail work and to authorize the Mayor to sign the same moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Adjournment

Motion to adjourn the meeting at 8:10 p.m. moved by Councilmember Richards seconded by Councilmember James.

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: December 2, 2024, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 12022024.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
December 2, 2024**

Call to Order

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

Invocation

Kinder Smoots of Eagles Wings disAbility Ministries gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Administrator Jennifer Stapleton, Community Development Director
Haylie Miller, Chief Scairpon, IT Director Stephen Doherty, Network Systems
Administrator Chris Brown, Communications Manager Connie Mennie, Courts
Administrator Suzanne Elsner, Judge Fred Gillings, City Attorney Jon Walker,
Engineering Services Director Jeff Laycock, Parks & Recreation Director Tara
Mizell, Jesse Birchman Transportation Services Manager

Approval of the Agenda

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

AYES: ALL

Public Comment

None

Approval of Minutes

Consent

1. November 20, 2024 Claims in the Amount of \$323,947.51 Paid by EFT Transactions and Check Numbers 173849 through 173923 with Check Number 172600 Voided

112024.rtf

Motion to approve Consent Agenda item 1 moved by Councilmember Richards seconded by Councilmember Norton.

AYES: ALL

Review Bids

Public Hearings

New Business

2. 2024 Comprehensive Plan Update

Memo re 2024 Comprehensive Plan Update

Exhibit 1 - 2024 Comprehensive Plan with Appendices

Exhibit 2 - Ordinance 2024 Comprehensive Plan

Exhibit 3 - Ordinance Title 22 Unified Development Code Amendments

Exhibit 4 - Ordinance Downtown Master Plan Amendments

Exhibit 6 - RH2 Water and Sewer Technical Memo

Exhibit 7 - Puget Sound Regional Council comment letter, VISION 2050 Compliance Checklist, and Associated Documents

Exhibit 8 - Washington State Department of Commerce GMA Checklist, Comment Letter, and City Email Responses

Exhibit 9 - Master Builders Association Comment Letter and Response

Exhibit 10 - Other Public Comments

Exhibit 11 - Full Transportation Plan

Director Miller presented the second workshop on the 2024-2044 Comprehensive Plan focusing on the following elements: Public Service, Transportation, Utilities, and Capital Facilities.

Jesse Birchman, Transportation Services Manager, presented an overview of the Transportation Element highlighting notable parts that have changed. It is generally similar to the past version except for new Pedestrian and Bike Level of Service Standards, an updated project list, and reorganized goals and policies. He noted that the 156th Street railroad overcrossing is a new project included in the project list. This improvement has been coordinated with Snohomish County's Transportation Element Update and their related plans to extend 156th Street. He also noted that there would be an update coming in 2025 of projects at least partially funded by the Transportation Impact Fee program.

Councilmember Norton noted that goal T-1.4 says that they will prioritize investments in transportation facilities and services that support compact pedestrian and transit-oriented densities and development. She asked about the prioritization. Mr. Birchman explained that the prioritization would ultimately happen through funding availability. Aside from that, Council priorities and the six-year TIP program would determine the prioritization. The document itself establishes the timing of the projects in term of near-term, medium-term, and longer-term likely improvements. Councilmember Norton wondered if that was required by PSRC. Mr. Birchman thought that it was given the nature of the language. Councilmember Norton expressed some concern about the word *prioritize* because they are all important to her.

Councilmember Condyles noted that the footnote on page 242 references the graph related to emergency housing beds. He asked if they are tying transportation trips to the emergency housing beds. Director Miller stated she would look into this and follow up.

Councilmember Condyles referred to p. 260, T-4.3, which says they will coordinate planning with railroad expansion capacity plans and support capacity expansion that is compatible with local plans. He asked how railroad capacity expansion plans relate to this. Mr. Birchman thought this was eluding to the theoretical possibility that BNSF could widen the number of rail lines that they have throughout the city. This refers to the idea that the City would accommodate and coordinate if there were related improvements to the City's transportation plan. Councilmember Condyles thought that *accommodate* sounds better than *support* in this context.

Councilmember Condyles noted that there are not any goals or policies related to rail safety. Is this something they usually have? Mr. Birchman replied that it is not.

Councilmember Muller asked what physical constraints they are referring to on State Avenue between 4th and 80th in the description of truck and freight routes. Mr. Birchman explained there are portions especially south of that location where the radius

of the intersections need to be improved to accommodate the larger trucks. Councilmember Muller thought they would have the same issues at 80th and State that they have anywhere else on State. Mr. Birchman explained that this particular plan is intended to guide project level and road improvements for the future. Councilmember Muller commented that they have identified 51st as a pedestrian-friendly corridor. Why would they now put truck traffic there? Mr. Birchman explained that this, in combination with other modes, is used to establish a specific roadway cross section for 51st. Part of the City's engineering standards for that particular roadway cross section is to provide a physical separation between the bicycle and pedestrian modes.

Councilmember Muller asked if Ingraham is a potential truck route from 84th to 88th east of 67th. Mr. Birchman replied that it is not in this version. It is intended to be a residential connection.

Public and Human Services Element:

Director Miller reviewed the Public and Human Services element which covers police, the library, schools, fire, and human services.

There were no comments or questions.

Utilities Element:

Director Miller reviewed this element which provides information regarding the city's utilities. Both the Water and Utilities Plans are expected to be updated in the near future as well as the Stormwater Comprehensive Plan.

Councilmember Muller asked if one of the goals is still to control 100% of water. Engineering Services Director Laycock commented that they will maximize water rights where they can, but it won't be 100%.

Capital Facilities Element:

This covers Water, Sewer, and Stormwater as well as Solid Waste, Transportation, Parks, City Facilities, and Police, Fire and Schools as they relate to capital facilities. It will be updated regularly, every two years.

Councilmember Norton referred to page 315 and noted that the evidence building verbiage needs to be updated. She also referred to page 317 and pointed out that one of the figures is misnamed; it should refer to the Fire Facilities Plan.

General Comments and Questions:

There will be a final public hearing on December 9 followed by a request for action by the City Council.

3. An Ordinance Amending Chapters 16.04, 16.08, 16.10, 16.12, 16.28 and 16.36 of the Municipal Code to Reflect Required Code Cycle Updates to the International Building Codes, International Existing Building Code, Uniform Plumbing Code, Washington State Energy Code and National Electrical Code.

1 Ordinance 3311 - June 2024.pdf

2 Council Memo - Building and Fire Code 6-2024 (2).pdf

3 Revised Ordinance - December 2024 (2).pdf

Director Miller reviewed the International Building Code changes that were adopted this year. This ordinance corrects a formatting error.

Motion to adopt Ordinance No 3327 moved by Councilmember Muller seconded by Councilmember Condyles.

AYES: ALL

4. An Ordinance Amending Chapters 22G.010 and 22G.030 of the Municipal Code Regarding Project Review Timeframes

FINAL_-_ORD-SB_5290.docx

Planning Commission Recommendation

Director Miller reviewed this item related to SB 5290 regarding permit review timelines. Staff believes this relates to land use reviews only. She discussed new permit review timelines. Staff has no concerns with the required timelines.

Motion to adopt Ordinance No. 3328 moved by Councilmember James seconded by Councilmember King.

AYES: ALL

5. An Ordinance Amending Chapters 22G.090 and 22G.100 of the Municipal Code Regarding Subdivision Addressing Requirements.

ORD-RCW_58.17.280.docx

Planning Commission Recommendation

Director Miller explained this is related to a state requirement regarding addressing.

Motion to adopt Ordinance No. 3329 moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

6. Update and Presentation on the Waterfront Projects and Proposed Sports Facility

Pinnacle -Market Feasibility Report - 05-01-23.pdf

City Administrator Stapleton and Director Laycock gave an update on Waterfront Redevelopment. They discussed the Welco site, the Geddes site, Public Works/East Riverwalk site, and the Interfor/West Riverwalk site.

Director Laycock reviewed details of the West Trunk Lift Station including cleanup and prep of the Riverwalk site and utilities and estimated costs.

City Administrator Stapleton noted they are looking into funding sources including grants, Utilities budget, and potential insurance settlements. She gave an update on the Sports Complex, sharing initial report findings of a Sports Market Feasibility Report completed in 2023 by Pinnacle. The sports facility would require some amount of operational subsidy. The City will need to consider the tax burden on the facility.

Staff recommends updating the feasibility study for current market conditions, providing a schematic floor plan of a proposed facility to include all programming assets, recommending site layout and parking requirements, and creating a financial model that reflects current market conditions including all operational revenue and expenses, capital required and cash flow projections. A 20-year Economic Impact Analysis would also be completed.

There were no objections to the Mayor continuing work with Pinnacle.

Councilmember King brought up concerns about parking on 2nd. He asked about building a performing arts center in that area. City Administrator Stapleton commented that they could look at incorporating other facilities in master plan review and feasibility.

Councilmember Norton asked if Tax Increment Financing would be looked at. Ms. Stapleton replied that it would be looked at as part of the feasibility models.

7. Supplemental Agreement No. 6 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project

Supplemental No. 6_Marysville Riverwalk.pdf

Original Contract - Perteet, Inc. - Marysville Riverwalk - Waterfront Redevelopment.pdf

Director Laycock reviewed this item.

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 6 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project moved by Councilmember Muller seconded by Council President Stevens.

AYES: ALL

8. Supplemental No. 3 to the Professional Services Agreement with Parametrix, Inc. for the Geddes Remediation Project

[2024-11-13_Geddes Remediation_PSA_Supp 3.pdf](#)

[2024-11-06_SAFECO Authorization_PSA_Supp 3.pdf](#)

[Original Contract - Parametrix - Geddes Remediation.pdf](#)

Motion to authorize the Mayor to sign and execute Supplemental No. 3 to the Professional Services Agreement with Parametrix, Inc. for the Geddes Remediation Project moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

9. Supplemental Agreement No. 3 to the Professional Services Agreement with BHC Consultants, LLC for the Wastewater Treatment Plant (WWTP) Near Term Tertiary Treatment Improvements Project

[PSA_SuppTime \(3\).docx](#)

[Original Contract - BHC Consultants - WWTP Near Term Improvement Design.pdf](#)

Director Laycock reviewed this item noting that it is a time extension only.

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 3 to the Professional Services Agreement with BHC Consultants, LLC for the Wastewater Treatment Plant (WWTP) Near Term Tertiary Treatment Improvements project moved by Council President Stevens seconded by Councilmember Richards.

AYES: ALL

10. Supplemental Agreement No. 5 to the Professional Services Agreement with HDR Engineering, Inc. for the 88th ST NE Corridor Improvement Project

[2024-11-18_Supplment No. 5_140-063.pdf](#)

[Original Contract - HDR Engineering - 88th St NE Corridor Widening.pdf](#)

Director Laycock reviewed this item which is another time extension item.

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 5 to the Professional Services Agreement with HDR Engineering, Inc. for the 88th ST NE Corridor Improvement Project moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

11. [A Resolution Setting Fees for the Use of Park Facilities for the 2025-2026 Biennium](#)

[Resolution_-_Park_Fees_2025-26.docx](#)

[2024 Facility price Comparison.pdf](#)

[Potential Fee Increase Estimate 2025.pdf](#)

Director Mizell presented this item. There was some discussion about the verbiage for rental rate for the Jennings Park Barn for nonprofits versus other renters. Councilmember Muller expressed concern that the full-day rental rate was too low.

Motion to approve Resolution No. 2561 removing the word Max for the nonprofit rate for the Jennings Park Barn moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

12. [Rave Alerting Platform Renewal](#)

[Rave Mobile Safety Renewal_2025.pdf](#)

Sarah Lavelle reviewed this item.

Motion to authorize the Mayor to sign the Rave Mobile Safety Renewal #Q-46870 moved by Council President Stevens seconded by Councilmember King.

AYES: ALL

13. [Professional Service Agreement between the City of Marysville and Bridgeways](#)

[Bridgeways 2025.pdf](#)

[Original Bridgeways Contract for Reference.pdf](#)

Judge Gillings reviewed this item related to a renewal of an existing contract with Bridgeways. There was some discussion about the current number of MAP program participants in the different phases and graduation rates. Councilmember Norton said she would love to hear more about how the MAP program is doing. Councilmember Muller suggested looking at the requirements related to Marysville residents only.

Motion to authorize the Mayor to sign and execute the Professional Service Agreement between the City of Marysville and Bridgeways moved by Councilmember James seconded by Councilmember Condyles.

AYES: ALL

14. [Renewal of Interlocal Agreement Between the City of Marysville and the City of Lake Stevens for Jail Services](#)

[ILA_Jail_Lake_Stevens_112524.pdf](#)

[Original Agreement LS Jail Services.pdf](#)

Chief Scairpon reviewed the 26th Agreement for the City of Marysville and Lake Stevens related to jail services. Clarification questions followed.

Motion to authorize Mayor to sign the interlocal agreement with Lake Stevens for jail services moved by Councilmember Norton seconded by Council President Stevens.

AYES: ALL

Legal

[Mayor's Business](#)

Mayor Nehring said he hoped everyone had a great Thanksgiving. He announced that Merryville for the Holidays is this weekend.

[Staff Business](#)

City Attorney Walker stated the need for one executive session item related to potential litigation with no action expected for five minutes.

[Call on Councilmembers and Committee Reports](#)

Councilmember Condyles said he is looking forward to the Merryville for the Holidays events this weekend. He reminded the group of the December 11 Snohomish County General Assembly. He encouraged everyone to attend.

Councilmember James said he attended the ribbon cutting last Thursday for the new restaurant in town, 1933 Bar and Kitchen. He also commented that he enjoyed the presentations tonight.

Councilmember King also attended the ribbon cutting last week at the 1933 Bar and Kitchen. He is looking forward to a tour of the filtration plant tomorrow with Public Works. He is also looking forward to the parade this weekend.

Council President Stevens:

- He reported on tonight's Economic Development Committee meeting where they discussed funding mechanisms, the farmers market, and the Riverwalk project.
- He agreed with comments from Director Miller about Marysville being able to easily meet the SB 5290 processing timelines. In his professional life, he has noted that Marysville has been very expedient in recent years which is unusual among cities.

Councilmember Richards commented that he is looking forward to the parade and tree lighting.

Councilmember Muller:

- He also attended the restaurant ribbon cutting and noted that it's nice to have non-national franchise restaurants coming to town. He wishes them the best.
- He is looking forward to the parade.
- He asked for clarification about the Fire Board member appointment process. There was some discussion about this.

Councilmember Norton had no additional comments.

Adjournment/Recess

Council recessed into Executive Session at 8:50 p.m. for five minutes to discuss one item regarding potential litigation with no action expected.

Executive Session

- A. Litigation – one item, RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate

Reconvene

The regular meeting reconvened at 8:55p.m. and immediately adjourned with no action taken.

Adjournment

Motion to adjourn the meeting moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

The meeting was adjourned at 8:55 p.m.

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: December 9, 2024, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC12092024.docx](#)

City Council



**501 Delta Ave
Marysville, WA 98270**

**Regular Meeting
December 9, 2024**

Call to Order

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

Invocation

Pastor Aaron Thompson of Marysville Foursquare Church gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Administrator Jennifer Stapleton, Deputy City Attorney Burton Eggertsen, Parks & Recreation Director Tara Mizell, Finance Director Jennifer Ferrer-Santa Ines, IT Director Stephen Doherty, Network Systems Administrator Chris Brown, Community Development Director Haylie Miller, Risk and Program Manager Leah Tocco, Asst. Chief Jim Lawless, Engineering Services Director Jeff Laycock

Approval of the Agenda

Mayor Nehring explained that item A, the presentation planned from Strategies 360, would need to be rescheduled.

Motion to approve the agenda minus presentation item A moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Presentations

A. Strategies 360 Legislative Update

This item was postponed to January.

Public Comment

Nikki Ray, 3910 100th Place NE, Marysville, commented on the proposed development in the neighborhood of 35th Avenue NE. In addition to concerns about safety and traffic, she and her husband are concerned about well water contamination or damage due to the development.

Consent

1. November 27, 2024, Claims in the Amount of \$1,444,217.20 Paid by EFT Transactions and Check Numbers 173924 through 174084 with Check Number 173177 Voided

112724.rtf

Motion to approve Consent Agenda item 1 moved by Councilmember Muller seconded by Councilmember Condyles.

AYES: ALL

Public Hearings

2. 2024 Comprehensive Plan

Memo re 2024 Comprehensive Plan Update

Exhibit 1 - 2024 Comprehensive Plan with Appendices

Exhibit 2 Ordinance for 2024 Comprehensive Plan and Appendices

Exhibit 3 - Ordinance Title 22 Unified Development Code Amendments

Exhibit 4 - Ordinance Downtown Master Plan Amendments

Exhibit 6 - RH2 Water and Sewer Technical Memo

Exhibit 7 - Puget Sound Regional Council Comment Letter, VISION 2050 Compliance Checklist, and Associated Documents

Exhibit 8 - Washington State Department of Commerce GMA Checklist, Comment Letter, and City Email Responses

Exhibit 9 - Master Builders Association Comment Letter and Response

Exhibit 10 - Other Public Comments

Exhibit 11 - Transportation Plan - unabridged

Director Miller summarized background information related to the Comprehensive Plan. She reviewed the proposed elements, especially changes, including Introduction; Land Use; Housing; Economic Development; Public Services; Parks & Recreation; Environmental; Transportation; Utilities; and Capital Facilities. She thanked everyone involved in working on this massive project, especially Principal Planner Angela Gemmer, Planning Commission, and other staff and agencies. She highlighted two minor changes to the Transportation Plan. Verbiage was added to the Transportation Plan policies T-2.4 and T-5.1 that reduced vehicle miles traveled to be consistent with the full Transportation Plan. Staff also noticed an issue with footnote numbering which will be corrected. Staff is asking that those two changes be adopted and that Council approve for staff to administratively correct any numbering issues.

The public hearing was opened at 7:16 p.m. Public comments were solicited. Seeing none, the public hearing was closed at 7:17 p.m.

Motion to affirm the recommendation of the Planning Commission and adopt the 2024 Comprehensive Plan and associated amendments to the Downtown Master Plan and Title 22 Unified Development Code, by Ordinance along with the two changes as recommended by staff and the change to the footnotes moved by Councilmember Condyles seconded by Councilmember Muller.

AYES: ALL

New Business

3. An Ordinance Relating to the City's Comprehensive Plan; Amending the Comprehensive Plan by the Adoption of the Lake Stevens and Lakewood School Districts' 2024 - 2029 School District Capital Facilities Plans as a Subelement of the City's Comprehensive Plan and Establishing the Adoption of Said Capital Facilities Plans and the Collection and Imposition of School Impact Fees, Pursuant to the City's Annual Comprehensive Plan Amendment and Update Process, and Repealing Ordinance No. 3241

2024 - 2029 School District CFPs - Memo and Exhibits

Ordinance - 2024 - 2029 School District CFPs

Principal Planner Angela Gemmer introduced this item regarding the school districts' capital facilities plans. Lakewood and Lake Stevens submitted capital facilities plans. Only one district, Lake Stevens, is requesting impact fees this year. She reviewed Lake Stevens' proposed fees.

Motion to adopt Ordinance No. 3330 moved by Councilmember King seconded by Councilmember James.

AYES: ALL

4. [2025 Liability and Crime Policies Renewal Proposal](#)

[Marysville 12.5.24 - 12.9.24 City Council](#)

[City of Marysville-24_25 ACIP Crime Proposal.pdf](#)

Risk Manager Leah Tocco introduced this item. Brian White and Ann Shackleford, brokers from Alliant made the presentation regarding the liability insurance market. They highlighted market conditions, jurisdictional challenges, legal system abuse, domestic capacity, loss trends, renewal hurdles, best and worst case pricing scenarios, and next steps. Ms. Tocco compared this to hypothetical costs of WCIA liability policies.

Councilmember King asked if police accreditation would help with rates. Mr. White noted that this is important for noting the risk with regard to law enforcement.

Councilmember Muller asked for more details about the 5x5 model. Mr. White reviewed how the layers in the tower function. Councilmember Muller asked if there are breaks for the self-insured. Mr. White noted that it can.

Councilmember Norton thanked them for the presentation.

Motion to authorize the Mayor to sign and execute the Liability Insurance program with Alliant for 2025 in an amount not to exceed \$1,260,331 and the Crime Policy renewal for \$3,696 moved by Councilmember King seconded by Councilmember Norton.

AYES: ALL

5. [An Ordinance Amending the 2023-2024 Biennial Budget and Providing for the Increase/Decrease of Certain Expenditure Items as Budgeted for in Ordinance No. 3239.](#)

[120924 Budget Amendment Memo.docx](#)

[120924 BA Ordinance LR.docx](#)

Director Ferrer-Santa Ines reviewed this item. General questions and answers followed.

Motion to adopt Ordinance No. 3331 moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

6. [An Ordinance Amending Title 6 of the Municipal Code, Adopting State Criminal Offenses and Penalties, and Recodifying Certain Criminal Offenses](#)

[Title 6 MMC Amendment.docx](#)

Deputy City Attorney Eggertsen reviewed this item. He explained this is mainly a housekeeping item to remain consistent with state law.

Motion to approve Ordinance No. 3332 moved by Councilmember Muller seconded by Councilmember James.

AYES: ALL

7. [A Resolution Establishing January 13, 2025, as the Date Upon which a Public Hearing Shall be Held Before the Marysville City Council to Consider the Vacation of an Unopened Alleyway Adjacent to 1605 172nd Street NE](#)

[Lakewood_Vacation_Resolution.docx](#)

[01 Vacation Petition - Lakewood Heights.pdf](#)

[02 Vacation Vicinity Map - Lakewood Heights.pdf](#)

[03 Vacation Exhibits - Lakewood Heights.pdf](#)

[04 Vacation Appraisal - Lakewood Heights.pdf](#)

Director Laycock reviewed this item related to right-of-way vacation near 172nd Street for a property anticipating some future development. This would set a public hearing date for January 13.

Motion to adopt Resolution No. 2562 moved by Councilmember James seconded by Councilmember Condyles.

AYES: ALL

8. [Supplemental Agreement No. 3 to the Little League-Cedar Field Lease Agreement](#)

[Little League Lease Agreement- Supplemental No. 3.pdf](#)

Director Mizell reviewed this item.

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 3 with Little League moved by Council President Stevens seconded by Councilmember Norton.

AYES: ALL

9. [Recommended 2025 Community Beautification Grant Awards](#)

[2025 CBG_Recommended Funding_Final.pdf](#)

City Administrator Stapleton reviewed the recommendations for awards of the 2025 Community Beautification Grants. Ten applications were received; four were recommended for funding.

Motion to approve the 2025 applicant awards for Community Beautification Program funding in the amount of \$21,518.02 moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

10. [Recommended 2025 Hotel/Motel Tourism Grants](#)

[2025 Application Scoring Sheet.pdf](#)

[2025 Tourism Grant_Recommended Funding_Final.pdf](#)

Councilmember King recused himself. Director Stapleton reviewed the Hotel/Motel Tourism Grant award recommendations related to tourism promotion. Nine applications were received; seven grant awards were recommended.

Motion to approve the Hotel/Motel Tourism Grant award recommendations made by the City of Marysville Tourism Grant Committee in the amount of \$177,848 moved by Councilmember Richards seconded by Councilmember Condyles.

VOTE: Motion carried 6 - 0

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

Councilmember King returned to the meeting.

11. [RCO Grant Agreement Project Number 20-1721A](#)

[20-1721_Agreement_-_Ebey_Waterfront_Trail_Acquisition_-_unsigned__003_.pdf](#)

Director Mizell reviewed this item.

Motion to authorize the Mayor to sign and execute the Recreation and Conservation Office Agreement for reimbursement for \$300,000 for the Ebey Waterfront Trail moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

[Mayor's Business](#)

Mayor Nehring had the following comments:

- Thanks to everyone involved with Merrysville for the Holidays. He was grateful that the rain ended in time for the parade. He commended Parks, Public Works, Community Development, Police and Fire for all their work on this. The public really enjoyed it. Thanks to Council for their support of this year after year.
- Bettie Kissinger sent a nice thank you card to the Council regarding her husband's memorial.
- He summarized key achievements in the City in 2024 and expressed appreciation to everyone who was a part of it.
- Merry Christmas, Happy Holidays, and a Happy New Year.

Staff Business

Deputy City Attorney Eggertsen stated the need for an executive session to cover five items regarding potential litigation for an estimated 25 minutes with action expected.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- Thanks to Director Miller and her team for their excellent work on the Comprehensive Plan.
- Thanks to Tara Mizell and her team for all their work for Merrysville for the Holidays.
- The museum has a new sign. Thanks to Planning Department to get that sign put up.
- Happy New Year and Merry Christmas to everyone.

Councilmember James:

- The Chamber Gala on December 5 was a very nice event.
- Merrysville for the Holidays was fantastic.
- Thanks to Director Miller and her department for their work on the Comprehensive Plan.
- Happy New Year and Merry Christmas to all.

Councilmember King:

- He reported on the recent Public Works Committee meeting and the Government Affairs Committee meeting with the school district.
- Merrysville for the Holidays was great.
- He thanked the city merchants for their event.
- He expressed appreciation to the City for approving the Hotel Motel grant funds for Strawberry Festival.

Council President Stevens:

- He praised staff for the great Comprehensive Plan and noted that it is very beautiful.

- He was disappointed to miss the Merryville for the Holidays but heard it was great.

Councilmember Richards:

- Great job to Director Miller and all staff for the Comprehensive Plan.
- He reported on the Public Works Committee meeting.
- He attended a Narcan training and highly recommended it.
- Merryville for the Holidays was great.
- Regarding legislative priorities, he recommended talking about changing the requirement for public notices to online only rather than having to publish in newspapers.
- Merry Christmas and Happy Holidays to all.

Councilmember Muller:

- Congratulations to all staff for the Comprehensive Plan, the budget and everything accomplished this year. People notice and appreciate what the City does.
- Merryville for the Holidays was great. He enjoyed all the lights and all the people who come from all over.
- He wished everyone a safe and enjoyable holiday season.

Councilmember Norton:

- Great job to Director Miller and her staff for the Comprehensive Plan.
- She appreciated being able to see the membrane replacement at the Stilly Water Treatment Plant.
- Great job to staff on the Merryville for the Holidays. Public Works vehicles looked fantastic all lit up. The park lights look great.
- It's been a great year. She is grateful to work with all of them.
- Merry Christmas and Happy New Year to all.

Adjournment/Recess

Council recessed into Executive Session 8:26 p.m. for 25 minutes to discuss five items regarding potential litigation with action expected.

Executive Session

- A. Litigation – five items, RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate

Reconvene

The regular meeting was reconvened at 8:53 p.m.

Motion to approve the settlement agreement with BHC Consultants in relation to the WWTP Near-Term Tertiary Treatment Improvement Project moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Motion to approve the Property Damage Release with Scott and Sandra Walter in exchange for payment of \$50,000 from State Farm Insurance moved by Councilmember James seconded by Councilmember Muller.

AYES: ALL

Motion to approve the settlement agreement with Elena Sergiichuk in the amount of \$17,500 and to authorize the City Attorney's office to take the necessary actions to effectuate that agreement moved by Councilmember Muller seconded by Council President Stevens.

AYES: ALL

Motion to approve the settlement agreement with Vassyl Sergiichuk in the amount of \$17,500 and to authorize the City Attorney's office to take the necessary actions to effectuate that settlement moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Motion to approve the settlement agreement with Vassyl Sergiichuk and Elena Sergiichuk on behalf of their minor child with the initials M.S. in the amount of \$17,500 and to authorize the City Attorney's office to take the necessary actions to effectuate that settlement moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

Adjournment

Motion to adjourn moved by Councilmember Richards seconded by Councilmember Muller.

The meeting was adjourned at 8:56 p.m.

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 31, 2024 (A), Claims in the Amount of \$1,741,307.20 Paid by EFT Transactions and Check Numbers 174666 through 174740*

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[123124A.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 12/31/2024 TO 1/2/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
174666	PREMERA BLUE CROSS	CLAIMS PAID 12/8 TO 12/14/24	MEDICAL CLAIMS	148,471.10
174667	US BANK	MARLTGOREF16	INTEREST & OTHER	21,250.00
	US BANK		REDEMPTION L/T	515,000.00
174668	911 SUPPLY INC.	UNIFORM - LEE	COMMUNITY SERVICES UNIT	10.79
	911 SUPPLY INC.	UNIFORM - WILLIAMS	POLICE PATROL	35.26
	911 SUPPLY INC.	T-SHITS - UNIFORM	DETENTION & CORRECTION	125.67
	911 SUPPLY INC.	UNIFORM - HOUDE	POLICE PATROL	159.58
174669	AALBU BROTHERS LLC	12FT FLATBED DUMP BODY - J079	EQUIPMENT RENTAL	42,447.20
174670	ARMAMENTO, ROBERT	REFUND - DEPOSIT FEE	GENERAL FUND	500.00
174671	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	1,881.47
174672	BIO CLEAN, INC	DE-CON CELL	DETENTION & CORRECTION	492.30
	BIO CLEAN, INC		DETENTION & CORRECTION	694.69
174673	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	18,172.43
	CASCADE COLUMBIA		WASTE WATER TREATMENT	18,578.31
174674	CASCADE NATURAL GAS	GAS	WATER FILTRATION PLANT	3,573.96
174675	CASCADE SEPTIC PUM	PORTABLE RESTROOM CLEANING	SOURCE OF SUPPLY	381.85
	CASCADE SEPTIC PUM		SOURCE OF SUPPLY	381.85
174676	CC EDWARDS CONST	HYDRANT METER RENTAL/FEE	WATER-UTILITIES/ENVIRONMEN	-282.00
	CC EDWARDS CONST		WATER/SEWER OPERATION	1,150.00
174677	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	727.22
174678	COUNTRY SUPPLIER	STILLY PROJECT SUPPLIES	WATER FILTRATION PLANT	13.12
174679	DICKS TOWING	TOWING 24-68961	POLICE PATROL	77.54
	DICKS TOWING	TOWING 65163D	POLICE PATROL	77.54
174680	E&E LUMBER	PRUNING BLADES	ROADSIDE VEGETATION	91.40
174681	ECLECTIC GROUNDING	CHAIR MASSAGES	MEDICAL CLAIMS	900.00
174682	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	18.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	558.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	2,912.00
174683	EVERETT, CITY OF		WATER QUAL TREATMENT	390.60
174684	FERGUSON ENTERPRISES	DECHLORINATION TABLETS	WATER DIST MAINS	1,586.76
174685	FIDELITY NATIONAL	PARTIAL RECONVEYANCE FEE	GMA - STREET	496.35
174686	FULL SPECTRUM DESIGN	REFUND - PERMIT/CC FEE	COMMUNITY DEVELOPMENT	1.35
	FULL SPECTRUM DESIGN		COMMUNITY DEVELOPMENT	50.00
174687	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	213.12
	GRANITE CONST	ASPHALT TOOLS	ROADWAY MAINTENANCE	225.19
174688	GRAY AND OSBORNE	75TH CULVERT PROFESSIONAL SERVICE	STORM DRAINAGE	2,765.63
174689	HARRINGTON INDUST.	STILLY MEMBRANE PROJECT SUPPLIES	WATER FILTRATION PLANT	1,152.12
174690	HD FOWLER COMPANY	METER ADAPTERS	WATER SERVICES	1,997.32
	HD FOWLER COMPANY	MJ CAP, BRASS PARTS	WATER DIST MAINS	2,372.47
174691	HENLEY, LAURA	INSTRUCTOR PAYMENT	RECREATION SERVICES	2,061.00
	HENLEY, LAURA		RECREATION SERVICES	2,080.50
174692	JP COOKE COMPANY, THE	2025 ANIMAL LIC TAGS	COMMUNITY	92.95
174693	KAHLER, MIKE	REFUND - PERMIT FOR BARN	PARKS-RECREATION	65.00
174694	LASTING IMPRESSIONS	UNIFORMS	COMMUNITY SERVICES UNIT	244.76
	LASTING IMPRESSIONS		POLICE INVESTIGATION	1,425.20
174695	LOWES HIW INC	MEMBRANE PROJECT SUPPLIES	WATER FILTRATION PLANT	38.52
	LOWES HIW INC		WATER FILTRATION PLANT	68.36
174696	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	65.09

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 12/31/2024 TO 1/2/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
174696	MARYSVILLE, CITY OF	4708 79TH AVE NE	PARK & RECREATION FAC	124.13
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	124.48
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	146.18
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	158.51
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	306.71
	MARYSVILLE, CITY OF	7115 GROVE ST	GOLF ADMINISTRATION	308.11
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	331.21
	MARYSVILLE, CITY OF	7007 GROVE ST	GOLF ADMINISTRATION	1,255.69
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,811.78
	MARYSVILLE, CITY OF	6810 84TH ST NE	GOLF ADMINISTRATION	4,579.25
174697	MCDONALD, KEVIN D	HEARING EXAMINER	COMMUNITY	1,449.58
174698	MEASURE-TECH, INC.	METER CALIBRATION SERVICE	WATER DIST MAINS	886.01
174699	NAPA AUTO PARTS	DEF FLUID	STREET CLEANING	153.05
174700	NASH CONSULTING INC	LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	27,979.00
174701	NATIONAL BARRICADE	SIGN WITH GRAFFITI OVERLAY	TRANSPORTATION	92.74
174702	NC MACHINERY	ROADWAY SUPPLIES	ROADWAY MAINTENANCE	956.35
174703	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	275.00
174704	PACIFIC POWER BATTER	PH/TEMP PROBE	WATER DIST MAINS	40.92
174705	PACIFIC TOPSOILS	STORM CLEAN UP DUMP	STREET CLEANING	130.80
	PACIFIC TOPSOILS	BRUSH DUMP	ROADSIDE VEGETATION	148.20
174706	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	103.60
174707	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	33.51
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	52.24
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	150.31
	PETROCARD SYSTEMS		ENGR-GENL	173.02
	PETROCARD SYSTEMS		COMMUNITY	219.97
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	258.46
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,781.03
	PETROCARD SYSTEMS		GENERAL	2,601.87
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,162.74
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	6,351.36
	PETROCARD SYSTEMS		POLICE PATROL	10,059.06
174708	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	MAINTENANCE	50.00
	PGC INTERBAY LLC		PRO-SHOP	209.99
	PGC INTERBAY LLC		MAINTENANCE	301.32
	PGC INTERBAY LLC		PRO-SHOP	340.00
	PGC INTERBAY LLC		MAINTENANCE	639.00
	PGC INTERBAY LLC		MAINTENANCE	954.31
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		PRO-SHOP	1,515.19
	PGC INTERBAY LLC		GOLF COURSE	2,837.25
	PGC INTERBAY LLC		MAINTENANCE	3,168.52
174709	PNW ELECTRIC LLC	INSTALLATION LED LIGHTING/CONTROLS	GENERAL FUND	-24.86
	PNW ELECTRIC LLC		RECREATION SERVICES	544.02
174710	PUBLIC SAFETY TESTING	TESTING FEES	COMMUNITY SERVICES UNIT	143.00
	PUBLIC SAFETY TESTING		POLICE PATROL	530.00
	PUBLIC SAFETY TESTING		DETENTION & CORRECTION	645.00
	PUBLIC SAFETY TESTING	Q4 SUBSCRIPTION FEE	PERSONNEL ADMINISTRATION	1,035.00
	PUBLIC SAFETY TESTING	TESTING FEES	POLICE ADMINISTRATION	1,798.00
174711	PUD	ACCT #223806431	SEWER LIFT STATION	10.74
	PUD	ACCT #202012589	PARK & RECREATION FAC	36.07
	PUD	ACCT #202476438	SEWER LIFT STATION	41.64

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 12/31/2024 TO 1/2/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
174711	PUD	ACCT #201668043	PARK & RECREATION FAC	44.01
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	55.91
	PUD	ACCT #200571842	TRANSPORTATION	69.52
	PUD	ACCT #202694337	TRANSPORTATION	73.68
	PUD	ACCT #220792733	STREET LIGHTING	87.40
	PUD	ACCT #202557450	STREET LIGHTING	94.58
	PUD	ACCT #200084036	TRANSPORTATION	105.15
	PUD	ACCT #203231006	TRANSPORTATION	121.71
	PUD	ACCT #220761803	OPERA HOUSE	128.96
	PUD	ACCT #203223458	PARK & RECREATION FAC	168.93
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	195.51
	PUD	ACCT #200070449	TRANSPORTATION	236.12
	PUD	ACCT #220761175	OPERA HOUSE	242.29
	PUD	ACCT #202000329	PARK & RECREATION FAC	266.63
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	306.15
	PUD	ACCT #201021698	PARK & RECREATION FAC	410.78
	PUD	ACCT #201021607	PARK & RECREATION FAC	547.81
	PUD	ACCT #202499489	PARK & RECREATION FAC	620.52
	PUD	ACCT #223003021	NON-DEPARTMENTAL	12,717.42
174712	R V B ELECTRIC & CON	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	193.88
174713	REECE TRUCKING	CEDAR FIELD PROJECT SUPPLIES	GMA-PARKS	409.31
174714	RIXIR SYSTEMS LLC	ILLUMINATED SIGNS	GENERAL FUND	-2,400.00
	RIXIR SYSTEMS LLC		PARK & RECREATION FAC	26,256.00
174715	SMITH GARDENS	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
174716	SMOKEY POINT CONCRETE	NON-CHLORIDE ACCELERATOR	GMA-PARKS	865.48
174717	SNO CO PUBLIC WORKS	SOLID WASTE SERVICE	STORM DRAINAGE	25,825.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	239,985.00
174718	SNO CO TREASURER	INMATE MEDICAL/HOUSING	DETENTION & CORRECTION	4,451.09
174719	SOUND PUBLISHING	MOPH PUBLICATION	COMMUNITY	70.64
174720	SOUND PUBLISHING	EOPH PUBLICATION	COMMUNITY	68.92
174721	SOUND PUBLISHING	2025 CODE AMENDMENT REQUEST	COMMUNITY	37.96
174722	SPRAGUE PEST SOLUTION	PEST SERVICE	SEWER LIFT STATION	431.60
	SPRAGUE PEST SOLUTION		SEWER LIFT STATION	1,079.00
174723	SPRINGBROOK NURSERY	HAULING ROCK	WATER DIST MAINS	406.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	406.00
	SPRINGBROOK NURSERY		ROADWAY MAINTENANCE	406.00
	SPRINGBROOK NURSERY		WATER DIST MAINS	522.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	522.00
	SPRINGBROOK NURSERY		ROADWAY MAINTENANCE	522.00
174724	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	700.00
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	1,578.50
174725	SUNBELT RENTALS	EQUIPMENT RENTAL	WATER FILTRATION PLANT	858.89
174726	SUPERIOR RESTROOMS	RESTROOM CLEANING	ROADSIDE VEGETATION	142.22
174727	TRAFFIC SAFETY SUPPL	SIGN POSTS	TRANSPORTATION	7,456.70
174728	UNITED RENTALS	BOOM LIFT RENTAL	ROADSIDE VEGETATION	2,586.26
174729	WASTE MANAGEMENT	RECYCLING SERVICE	RECYCLING OPERATION	529,120.99
174730	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	69.85
174731	ZIPLY FIBER	ACCT #3606534028	CITY HALL	150.97
174732	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	188.09
174733	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	58.38
174734	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	75.65
174735	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	88.97

DATE: 1/2/2025
TIME: 8:52:34AM

CITY OF MARYSVILLE
INVOICE LIST

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FOR INVOICES FROM 12/31/2024 TO 1/2/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
174736	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	58.25
174737	ZIPLY FIBER	ACCT #3606583635	COMPUTER SERVICES	74.39
174738	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	33.20
	ZIPLY FIBER		MUNICIPAL COURTS	117.72
174739	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	136.58
174740	ZIPLY FIBER	ACCT #3606594037	CITY HALL	122.00
WARRANT TOTAL:				<u><u>1,741,307.20</u></u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,741,307.20



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Interlocal Agreement between Snohomish County Health Department and the City of Marysville for Naloxone Kits.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the interlocal agreement with Snohomish County Health Department.

SUMMARY: The Snohomish County Department of Health will provide the police department with Naloxone kits that will include 2 doses of Naloxone, gloves, hand sanitizer and a CPR mask in exchange for anonymized utilization data. They will provide enough kits to be issued to every officer and these kits can be distributed to the public when responding to overdose concerns. This is similar to the current ILA wherein the Department of Health provides Naloxone doses to the department in exchange for the same data.

ATTACHMENTS:

[Naloxone form agreement \(leave-behind\) \(non-tribal\)_final-120524.pdf](#)
[Naloxone Kit.pdf](#)

AGREEMENT FOR NALOXONE DISTRIBUTION (LEAVE-BEHIND PROGRAM)

THIS AGREEMENT FOR NALOXONE DISTRIBUTION (the “Agreement”) is made and entered into this ____ day of _____, 2024, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the THE CITY OF MARYSVILLE, a _____ of the State of Washington (the “Recipient”) (individually “Party” and collectively “Parties”).

RECITALS

A. The opioid epidemic is a public health, safety and economic crisis impacting all communities within Snohomish County and resulting in a significant loss of life to residents of Snohomish County; and

B. In exchange for data regarding opioid overdoses occurring within Snohomish County, the County currently provides naloxone to partner jurisdictions that respond within Snohomish County to opioid overdoses; and

C. Snohomish County uses opioid overdose data to track areas of high demand for naloxone in order to shift naloxone resources to the areas of highest demand as those areas change over time; and

D. The Recipient responds to emergency calls within its jurisdiction, including calls related to opioid overdoses and has an ability to collect data related to overdoses; and

E. The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County, including leaving extra doses of naloxone with opioid users that the Recipient may encounter; and

F. The Parties further recognize that a significant number of naloxone doses distributed to partner jurisdictions go unused and can be redistributed to organizations in frequent contact with opioid users at risk of overdose; and

G. The Parties wish to enter into an agreement under which in exchange for overdose data, the County will provide the Recipient with naloxone doses that may be left behind with opioid users whom the Recipient encounters, and with the further agreement that unused doses will be returned to the County for redistribution;

AGREEMENT

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

1. Naloxone Distribution.

In exchange for the data described in Section 5 below, the County will provide naloxone to the Recipient as available and in the County's sole discretion based on the County's analysis of opioid overdose data trends showing high-need areas. The County acknowledges and agrees that Recipient may, in its sole discretion, leave behind the County's naloxone doses to active opioid users at risk of future overdose or to friends and family on the scene. The Parties acknowledge and agree that the County is providing naloxone as-is, without express or implied warranty of any kind, including as to fitness, effectiveness and safety. The Recipient is not relying upon any oral or written representations by the County outside of this Agreement. Any use of the naloxone by the Recipient is at the Recipient's sole risk. The Recipient acknowledges and agrees that naloxone may not be as effective if improperly stored. To that end, the Recipient will store all naloxone at between 59°F to 77°F. Naloxone nasal spray may be stored for short periods up to 104°F. The Recipient will not store naloxone nasal spray in a car on hot days. The Recipient will not freeze or leave naloxone nasal spray in a car during the winter.

2. Effective Date and Duration.

This Agreement shall take effect upon full execution by the Parties. This Agreement shall remain in effect through midnight December 31, 2026, unless earlier terminated pursuant to the provisions of Section 8 below, and the term of this Agreement may be extended or renewed for up to one (1) additional three (3) year term, upon written notice from the County to the Recipient in the County's sole discretion, PROVIDED, HOWEVER, that each Party's obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Naloxone Liaison.

The Recipient will identify an employee to serve as the Recipient's Naloxone Liaison. The Naloxone Liaison will perform the following duties:

3.1 **Overdose Data Tracking.** The County actively gathers data regarding opioid overdoses throughout Snohomish County in order to identify high-need areas and shift naloxone resources towards those areas. To that end, the Naloxone Liaison will track all naloxone doses administered by Recipient's staff to reverse an opioid overdose regardless of whether County-provided naloxone was used. For each such overdose incident, the Naloxone Liaison will track the following de-identified data on a County-provided form: (a) the name of the employee who administered the naloxone, (b) the date of administration, (c) the incident number, as assigned by the Recipient, (d) the number of doses used in the incident, (e) if the administration of naloxone resulted in a reversal of an overdose, and (f) the gender, age, and race/ethnicity, if known, of the person to whom naloxone was administered. The Naloxone Liaison will deliver the completed data tracking form to the County no later than one week after the overdose occurred.

3.2 **Naloxone Distribution Tracking.** The Naloxone Liaison will distribute naloxone received from the County to the Recipient's employees, including distribution to new employees. The Naloxone Liaison will instruct Recipient's employees that the County-provided naloxone is to be left behind with active opioid users at risk of future overdose or to friends and family on the

scene. The Naloxone Liaison will also collect naloxone from employees that separate from employment with the Recipient for redistribution to other employees subject to Section 6 below. The Naloxone Liaison will maintain a current roster of all employees carrying naloxone, the dose number assigned to each employee, its expiration date and its lot number, including any updates for replacement doses after a dose is administered or expires. The roster may include the dose number, expiration date and lot number of reserve replacement kits yet to be assigned out. The Naloxone Liaison will provide the naloxone employee roster to the County on a quarterly basis even if no changes occurred from the previous reporting period.

3.3 Naloxone Training. The Naloxone Liaison will provide training to any of the Recipient's staff who receive naloxone doses on the proper administration of naloxone as well as the guidelines for gathering opioid overdose data. Upon request from the Naloxone Liaison, the County will provide the above-described training to Recipient's staff.

4. Return of Unused Naloxone.

The Recipient agrees to return to the County any and all unused doses of naloxone when any such dose is within four months of its expiration date. The Recipient acknowledges and agrees that unexpired naloxone doses returned to the County may be redistributed into the community or to other agencies, in the County's sole discretion.

5. Hold Harmless and Indemnification.

Each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

Further, the Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to the Recipient and that the County assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the naloxone subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

6. Liability Related to City Ordinances, Policies, Rules and Regulations.

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

7. Compliance with Laws.

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

8. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party.

9. Dispute Resolution.

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

10. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:

Snohomish County Health Department
3020 Rucker Avenue
Everett, Washington 98201
Attention: _____

If to the Recipient: Marysville Police Department
501 Delta Ave.
Marysville, WA 98270
Attention: Julie Hastings

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

11. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

12. Conflicts between Attachments and Text.

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

13. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14. Interpretation.

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

15. Severability.

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

16. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

17. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

18. Warranty of Authority.

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

19. No Third Party Beneficiaries.

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

20. Execution in Counterparts.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

RECIPIENT:

City of Marysville, a Washington

By _____

Name:

Title:

By _____

Name: Jon Nehring

Title: Mayor

**Approved as to insurance
and indemnification provisions:**

Approved as to Form:

Risk Management

Recipient Attorney

Approved as to Form:

Deputy Prosecuting Attorney





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Contract for Services - Flock Safety Cameras for Marysville Police Department

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with Flock Safety.

SUMMARY: This is the third phase of the Flock camera project. This contract is for installation of the final 10 cameras, which were budgeted during the 25-26 budgetary process. Upon completing of this phase, the City will have 30 active Flock automated license plate readers in place.

ATTACHMENTS:

[Flock Safety Order.pdf](#)
[Original Flock Safety Contract for Reference.pdf](#)

Flock Safety + WA - Marysville PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Garret Thomson
garret.thomson@flocksafety.com
3606329332



ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	WA - Marysville PD	Initial Term:	24 Months
Legal Entity Name:	WA - Marysville PD	Renewal Term:	24 Months
Accounts Payable Email:	jlawless@marysvillewa.gov	Payment Terms:	Net 30
Address:	501 Delta Avenue Marysville, Washington 98270	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	10	\$1,500.00

Subtotal Year 1:	\$31,500.00
Annual Recurring Subtotal:	\$30,000.00
Estimated Tax:	\$5,781.00
Contract Total:	\$61,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
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Year 1	
At First Camera Validation	\$31,500.00
Annual Recurring after Year 1	\$30,000.00
Contract Total	\$61,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

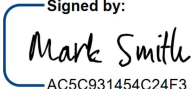
FlockOS Features & Description

FlockOS Features	Description
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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: WA - Marysville PD

Signed by:

AC5C931454C24F3...
By: _____
Name: Mark Smith
Title: General Counsel
Date: 12/11/2024

By: _____
Name: _____
Title: _____
Date: _____
PO Number: _____



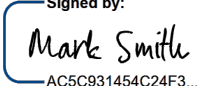
FLOCK GROUP INC.
AMENDMENT

This amendment (the “**Amendment**”) is made between Flock Group Inc. (“**Flock**”) and WA - Marysville PD (“**Customer**”), collectively referred to as (the “**Parties**”).

- 1. Scope. This Amendment supersedes and amends the previously executed agreement between the Parties, dated 12/17/2024, relating to the provision of services by Flock to Customer and any schedules attached thereto or incorporated therein by reference (the “**Agreement**”). The remainder of the Agreement shall remain in full force and effect.
- 2. Conflict. In the event of a conflict between this Amendment and the Agreement or any previous amendment, the terms of this Amendment will prevail.
- 3. Capitalization. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise.
- 4. Effective Date. This Amendment will become effective when executed by both Parties (the “**Effective Date**”).

The Agreement is amended as follows: Customer needs this language added as it was on a previous contract: Section 8.5 and Exhibit B of the Master Services Agreement previously entered into by the Parties is amended to provide that Flock will name Customer as an additional insured on its commercial general and automobile liability policies.

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms contained herein.

FLOCK GROUP INC.	WA - Marysville PD
By: Signed by:  AC5C931454C24F3...	By: _____
Name: Mark Smith	Name: _____
Title: Territory Sales Manager	Title: _____
Date: 1/2/2025	Date: _____

Flock Safety + WA - Marysville PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Mack Larkin
mack.larkin@flocksafety.com
3603912071

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety’s public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: ● Vehicle make ● Body type ● Color ● License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. ✓ 1 Standard LPR Camera ✓ Unlimited LTE data service + Flock OS platform licenses ✓ 1 DOT breakaway pole ✓ Dual solar panels ✓ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. ✓ 1 LPR Camera ✓ Unlimited LTE data service + software licenses ✓ 1 portable mount with varying-sized band clamps ✓ 1 Charger for internal battery ✓ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. ✓ 1 Long-Range LPR Camera ✓ Computing device in protective poly case ✓ AC Power ✓ Permitting, installation, and ongoing maintenance

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

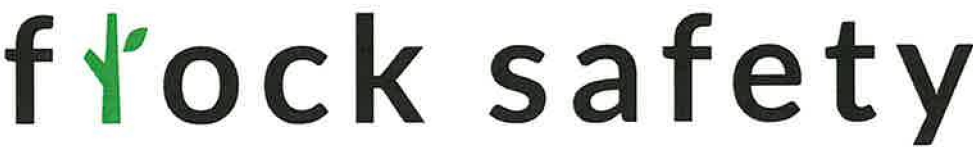


EXHIBIT A
ORDER FORM

Customer:	WA - Marysville PD	Initial Term:	24 Months
Legal Entity Name:	WA - Marysville PD	Renewal Term:	24 Months
Accounts Payable Email:	avermeulen@marysvillewa.gov	Payment Terms:	Net 30
Address:	1635 Grove St Marysville, Washington 98270	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	5	\$750.00
Subtotal Year 1:			\$15,750.00
Annual Recurring Subtotal:			\$15,000.00
Estimated Tax:			\$2,890.50
Contract Total:			\$30,750.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$15,750.00
Annual Recurring after Year 1	\$15,000.00
Contract Total	\$30,750.00

*Tax not included

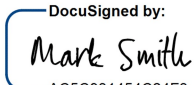
Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By:  AC5C931454C24F3...
Name: Mark Smith
Title: General Counsel
Date: 7/13/2023

Customer: WA - Marysville PD

By: 
Name: San Nehm
Title: Mayor
Date: 7/12/23
PO Number:

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 06 day of June 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not

diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform

all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving

Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret. City is required to comply with chapter 42.56 RCW and chapter 40.14 RCW in regard to public records and this obligation supersedes any conflicting requirements in this section. The City will notify Flock in writing if it receives a public records request encompassing any information Flock has identified as proprietary or confidential prior to disclosing such information.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP,

or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a

material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Public Disrepute. In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Supplemental Agreement No. 1 to the Professional Services Agreement with Herrera Environmental Consultants, Inc. for the Mother Nature's Window Park Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement with Herrera Environmental Consultants, Inc for the Mother Nature's Window Park Project.

SUMMARY:

The Mother Nature's Window Park Project will reestablish public access to the park through a phased approach. The first phase will include development of a parking area, recreational improvements and accessibility and safety features that do not currently exist in the park. In conjunction with this effort, a vision and master plan for the park will be developed to guide future improvements.

Herrera Environmental Consultants, Inc. (Herrera) was selected to complete the master planning and engineering design for the first phase of the project, and a professional services agreement (contract) was executed on November 20, 2023. To date, Herrera has completed master planning services for the park and preliminary design of the phase 1 improvements, to be constructed in 2025. During the design phase the need for City code required electrical service and parking lot illumination was determined. Electrical engineering and illumination design was not included in Herrera's original scope of work. This supplement has been prepared to add that scope of work to Herrera's contract.

In addition, this contract includes fees associated with Endangered Species Act (ESA) compliance that is required to comply with the National Environmental Policy Act (NEPA) requirements for the Project. This work was not included in Herrera's original scope of work as NEPA permitting had not been fully completed at the time of contract execution.

It is in staff's opinion that the negotiated scope and fee, in the amount of \$21,675, for this work are reasonable. The total amount of the contract is \$318,650 and the agreement end date remains unchanged. Herrera's contract, including services included in this supplement, are reimbursable through funds obtained from a Housing and Urban Development (HUD) grant received for the project.

ATTACHMENTS:

[P1503_PSA_Supp1_rev1.pdf](#)

[Original_Contract_for_Reference.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND HERRERA ENVIRONMENTAL CONSULTANTS, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Herrera Environmental Consultants, Inc., a professional engineering and landscape architecture services provider (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for engineering and master planning services for the Mother Nature's Window Park (the “Original Agreement”), said Original Agreement being dated November 13, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for Endangered Species Act (ESA) documentation and electrical engineering professional services and to provide compensation therefore;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$21,675 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$318,650 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$296,975
Supplemental Agreement No.1	\$21,675
Grand Total	\$318,650

3. Each and every provision of the Original Agreement for Professional Services dated November 13, 2023, shall remain in full force and effect, except as modified herein.

DATED _____

CITY OF MARYSVILLE

By _____

Jon Nehring, Mayor

DATED this _____

[CONSULTANT]

By _____

[Name]

Its: [Title]

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

MOTHER NATURE'S WINDOW PARK – AMENDMENT 1

Herrera Environmental Consultants (Herrera) has prepared this scope of work and cost estimate to provide additional supporting documentation for the National Environmental Policy Act (NEPA) application and electrical engineering design documents for the Mother Nature's Window Park project for the City of Marysville (City). Herrera will provide a No Effect letter to support the NEPA Categorical Exclusion application, and will partner with K-Engineers to provide electrical engineering design documentation.

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project. This amendment is in addition to the original professional services agreement (City contract # PSA 1503), dated October 19, 2023.

Task 5.0 – Endangered Species Act (ESA) Documentation

Herrera will continue assistance with the permitting application effort based on the 60% Design. Herrera will prepare a No Effect letter to provide supporting documentation for the NEPA Categorical Exclusion to meet ESA compliance.

Assumptions

- No other environmental permits, documents, or site visits will be needed to complete this task.
- 60% design drawings, publicly available data, prior field documentation will be used to develop the No Effect letter.
- All permitting deliverables will undergo QA/QC by senior consultant team experts prior to delivery.
- The City will provide one consolidated review of the draft letter with comments for incorporation into the final deliverable.
- Should the project change significantly such that potential affects to ESA species and habitats could occur and a No Effect determination is no longer applicable, additional biological assessment to meet ESA compliance reporting requirements may be required.
- Cultural resources assessment and documentation provided by others.

SCOPE OF WORK

Deliverables

- Draft No Effect Letter (PDF)
- Final No Effect Letter (PDF)

Task 6.0 – Electrical Engineering

See Exhibit A for the consultant scope of services, deliverables, and assumptions.



Cost Estimate for Mother Nature's Window Park
Herrera Project No. 23-08182-000
12/3/2024

12/3/2024			Task No.	5	6	Total
				ESA Documentation	Electrical Engineering Services	
Herrera Labor based on: Burdened Labor Rates						
Schedule		Task Start Date	12/1/2024	12/1/2024		
		Task End Date	2/3/2025	9/1/2025		
Staff	Labor Category	2024 Burdened Labor Rates				
Alonzo, Bernie	Landscape Architect V	\$207.66	5	8	13	
Mitchell, Colleen	Engineer VI	\$279.13	1	4	5	
Rapoza, Danielle	Scientist III	\$146.84	19	0	19	
Mirabile, Tina	Scientist IV	\$224.13	3	0	3	
Buckley, Laurel	Project Accountant III	\$134.31	2	4	6	
Crickmore, Ian David	GIS Analyst IV	\$188.17	6	0	6	
Witzel, Conan	CAD Technician IV	\$174.99	0	8	8	
Jackowich, Pamela	Administrative Coordinator IV	\$143.83	3	0	3	
Total Hours per Task			39	24	63	
Subtotal Labor			\$6,609	\$4,715	\$11,324	
Subtotal Herrera Labor			\$6,609	\$4,715	\$11,324	
5%	Escalation on Herrera Labor in 2025		\$330	\$236	\$566	
Escalated Subtotal Herrera Labor			\$6,939	\$4,951	\$11,890	
Subconsultants						
Subconsultant						
K Engineers Inc.			\$0	\$9,500	\$9,500	
3%	Fee on Subconsultants		\$0	\$285	\$285	
Subtotal Subconsultant Cost			\$0	\$9,785	\$9,785	
Grand Subtotal			\$6,939	\$14,736	\$21,675	
Grand Total					\$21,675	

Note: Herrera adjusts labor rates annually in January unless contract specifies otherwise.



Herrera
114 W Magnolia St Suite 504
Bellingham, WA 98225

November 18, 2024

Attention: Bernie Alonzo

Subject: Design Services Agreement – Marysville Mother Nature’s Window Park

PROPOSAL

We propose to furnish the Electrical Engineering services described in the attached "Scope of Work" for the Marysville Mother Nature’s Window Park project in Marysville, WA. You are expected to furnish us with full information as to the requirements; including any special or extraordinary considerations, and to make available pertinent data, drawings, etc.

COMPENSATION

We propose, on a time and material basis, a fee not to exceed \$9,500.00; except, Owner requested changes and/or additions that alter the electrical design (whether completed or in progress), Owner requested change orders, etc. will be charged on a time and materials basis in accordance with the attached "Reimbursement Schedule" dated January 1, 2024.

TERMS & CONDITIONS

All work will be invoiced monthly. Payment is due on receipt of invoice. Terms are net 30 days, with a service charge of 1% per month assessed on all past due amounts.

If payment is not received within 60 days after date of invoice, K Engineers, Inc. reserves the right, after giving 7 days written notice, to suspend work on the project until payment is received. In the event of delay or suspension of work by reason of this paragraph, K Engineers, Inc. shall be entitled to reimbursement of all costs related to the delay or suspension of work.

The above financial arrangements are on the basis of prompt payment of our invoices and the orderly and continuous progress of the project through construction. If the project is postponed, delayed or accelerated for any reason, K Engineers, Inc. shall be reimbursed for all additional costs associated therewith.

All documents, including drawings and specifications, are the property of K Engineers, Inc. whether the work for which they are prepared be executed or not, and are not to be used on other work, including repetitive construction, except by specific, written agreement. Copies of the documents may be retained by the client with other documents pertaining to the project. Documents shall not be altered in any manner without the permission of K Engineers, Inc.



This proposal, along with the attachments, represents the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing a copy of this letter in the space provided below and returning it to us. This proposal will be open for acceptance until December 31, 2024.

Sincerely,

Bill Diephuis, P.E.

Accepted this _____ day of _____ 2024.

Herrera, Inc., by _____



SCOPE OF WORK

PROJECT: Marysville Mother Nature's Window Park

FOR: Herrera, Inc.

WORK INCLUDED:

The Engineer shall provide all electrical engineering, design and drafting for the project generally described as follows:

Upgrades to the existing park, including demolition of the existing residential building, construction of a new 42 space parking lot, parking lot lighting, provisions for a future restroom/storage building and provisions for future EV charging stations per code minimum requirements.

The Engineer shall provide the necessary calculations, drawings (with a professional engineer's stamp), details and specifications to describe the completed electrical and ancillary equipment, materials, systems, etc. in sufficient detail to obtain competitive bids for the equipment, materials and installation. To that end, the engineer will, in general and in cooperation with the other design team members, do the following:

Coordinate with design team members, Owners representatives and utilities.

Attend design meetings when agenda has items for discussion relating to the electrical systems.

Investigation of existing conditions.

Design Development: preliminary plans,
cost estimate,
preliminary specifications.

Construction Documents: specifications, drawings & details,
cost estimate,
plan coordination check.

Bidding Phase: addenda,
coordination with bidders

Construction Phase: submittal review,
respond to RFIs



Close-Out Phase punch list review,
close-out documents review.

WORK NOT INCLUDED:

EV charging stations (except conduits and handholes will be provided.)

Design for restroom & storage buildings.

Site surveys and CAD drawings of existing conditions (it is assumed Herrera will provide drawing backgrounds to show new electrical).

Lift stations, pump stations or septic systems.

Security, Access Controls and Surveillance Systems (except empty conduits for future will be provided.)

Detailed cost estimates (other than per unit or per foot type for each design submittal).

Change orders and their review.

Construction coordination meetings.

If requested, work listed as not included may be added to the Scope of Work, but will be charged on a time and materials basis in accordance with the attached "Reimbursement Schedule" dated January 1, 2024.

ENGINEER _____
Bill Diephuis, P.E.

REIMBURSEMENT SCHEDULE

January 1, 2024

1. Hourly Rates

Client shall pay Engineer for services rendered on an hourly basis as follows:

Principal of Firm	\$170.00 per hour
Engineering	\$155.00 per hour
Design	\$130.00 per hour
Drafting	\$110.00 per hour

2. Outside Consultants

Client shall pay Engineer for services and reimbursable expenses of outside consultants hired by Engineer for specialized tasks the amount billed to Engineer times a factor of 1.1.

3. Reproduction Costs

Up to 3 copies of all reports, drawings, specifications, etc. will be provided by the Engineer with each transmittal. Client shall pay Engineer the actual reproduction costs times a factor of 1.1 in excess of the above.

4. Miscellaneous Expenses

Client shall pay Engineer the actual costs incurred directly or indirectly in connection with the project for: transportation and subsistence incidental thereto (see notes below); obtaining bids or proposals from contractors; phone calls; computer time including an appropriate charge for previously established programs; and any other project-related items.

Note: For travel related to services, the client shall pay Engineer the rate of \$0.67 per mile for automobile travel when the destination is more than 50 miles from the Engineer's office.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND HERRERA ENVIRONMENTAL CONSULTANTS, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Herrera Environmental Consultants, Inc. (Herrera), a professional engineering and landscape architecture services provider, organized under the laws of the state of Washington, located and doing business at 1329 North State Street, Suite 200, Bellingham, Washington 98225 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

2. TERM. The term of this Agreement shall commence on November 13, 2023 and shall terminate at midnight on December 31, 2025. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **two hundred ninety six thousand and nine hundred and seventy five dollars (\$296,975)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes,

amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked "Confidential."
- (2) If records identified as "Confidential" by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively "Damages") arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

 (City Initials)

TW (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

TW No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar 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

Attn: Sam Adlington, PE

501 Delta Ave

Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

HERRERA, INC.

Attn: Bernie Alanzo, PLA
1329 N State Street, Suite 200
Bellingham, WA 98225

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

6.4 EXTENT OF AGREEMENT/MODIFICATION. 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.

6.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6.6 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.

6.7 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.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

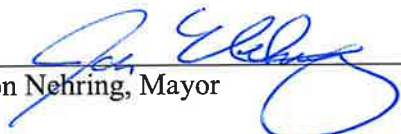
6.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

6.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

6.11 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.

DATED this 20th day of November, 2023.

CITY OF MARYSVILLE

By 
Jon Nehring, Mayor

DATED this 19th day of October, 2023.

CONSULTANT

By 
Theresa Wood
Its: Vice President

ATTEST/AUTHENTICATED:



Tina Black, Deputy City Clerk

Approved as to form:



Jon Walker, City Attorney

EXHIBIT A
Scope of Services

MOTHER NATURE’S WINDOW PARK ENGINEERING DESIGN AND MASTER PLANNING SERVICES

On August 24, 2023, Sam Adlington, Public Works, Marysville, Washington (Client) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to perform visioning, planning, assessment, and engineering services for the City of Marysville, Public Works’ Mother Nature’s Window Park. Herrera will work with a design team to master plan the park site and develop preliminary and final construction and permitting documents needed for development of the park.

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project:

- General Assumptions.....1
- Task 1.0 – Project Management.....2
- Task 2.0 – HUD Grant Compliance.....3
- Task 3.0 – Park Visioning and Master Planning Services.....5
- Task 4.0 – Plans, Specifications, and Estimates 12
- Task 5.0 – Bid Period Services.....16
- Task 6.0 – Construction Administration and Phase One Project Close-out 17
- Task 7.0 - On-Call Additional Services 18
- Project Schedule..... 19

General Assumptions

- The project design (PE) phase tasks will be completed over a 14-month period.
- The project construction (CN) phase tasks will include 8 months of active work.
- The total project duration is no more than 36 months from Notice-to-Proceed.
- The Client will lead any necessary communication with the public and private property owners, except where noted in the scope for the task(s) below.
- No structural engineering services will be required under this contract.
- An electrical engineer will be added to the project to prepare Plans, Specification, and Estimates, provide support during the Bid Period Services, and Construction Administration and Close-out of Phase 1.

EXHIBIT A - SCOPE OF WORK

- Herrera will attend meetings via video conferencing except where specifically indicated to be in-person meetings.
- All submittals will be delivered electronically in PDF, XLSX, DOCX, and/or DWG format as applicable. All deliverables during the Plans, Specifications, and Estimates task will be electronic, there will be no hard copy deliverables produced except where specifically indicated in the list of deliverables on a per-task basis.
- One (1) round of comments from the City on draft documents will be incorporated into final versions, except where noted below. The City will have at least ten (10) working days to review and provide comments on draft submittals.
- The project will be developed in two phases of design.
 - Tasks 1.0 through 3.6 will consist of visioning and master planning intended to develop a clearly defined and budgeted project with strong stakeholder support.
 - Tasks 4.0 through 7.0 will focus on design, document, and provide bid period support and construction administration services for one project defined in the first design phase.
- The Phase 1 Park Improvement projects identified in the Master Plan Phase of this contract is included as scoped herein.
- Future phase projects identified in the Master Plan Phase are excluded from this contract.
- During the development of the project, it is possible that not all necessary professional services have been identified or scoped precisely. If supplemental services are required, an additional service will be necessary.

Task 1.0 – Project Management

Herrera's project manager (Bernie Alonzo) will be responsible for the ongoing administration of the project, as well as coordination of work efforts with the designated Client point of contact (Sam Adlington, P.E., Project Engineer). The Client point of contact will be responsible for routing any reviews and/or approvals within the City.

Herrera's project manager will manage the project team, including the specialty consultants; develop and administer the project management plan; review project progress; and coordinate transmittal the project deliverables. The specialty consultants for the project include:

- Survey – Larry Steele and Associates (LSA)
- Geotechnical – Associated Earth Scientists, Inc. (AESI)
- Lighting – Little Fish Lighting
- Electrical Engineer – TBD

EXHIBIT A - SCOPE OF WORK

- Community Outreach - TBD

Herrera's project manager will implement Herrera's quality assurance / quality control review program.

Herrera's project manager will prepare invoices and progress reports. Herrera's project manager will have phone and e-mail contact with the Client and subconsultants on an as-needed basis. Herrera's project manager will work with the Client to prepare a detailed project schedule within 30 days of Notice to Proceed (NTP). The schedule will be kept current as the project develops.

Assumptions

- Herrera's project manager will prepare biweekly progress summary emails and participate in monthly, 30-minute project management video conferences with the Client. Monthly progress video conferences will be combined with other project meetings to the extent practical.
- 22-month duration of active project work.
- Two (2) updates to the detailed project schedule will be provided at milestones identified/requested by the Client.

Deliverables

- Monthly progress reports and invoices (PDF).
- Emails with meeting notes and action items from monthly project management video conferences, as requested.
- Detailed project schedule and updates as a Gantt chart, or approved equivalent (MPP, PDF).

Task 2.0 – HUD Grant Compliance

Herrera will assist the City in complying with the Community Project Funding Grant granted by the US Department of Housing and Urban Development (HUD), grant number B-23-CP-WA-1541.

Task 2.1 – Background Material Review

Herrera will review the following documents as provided by the City:

- Draft Mother Nature's Window Project Description submitted to HUD, as prepared by the City
- Award Letter B-23-CP-WA-1541
- FY 2023 Grant Guide

EXHIBIT A - SCOPE OF WORK

- Grant Agreement B-23-CP-WA-1541
- Assistance/Award Amendment and Grant Fund Obligation Package
- Technical assessments previously performed by the City
- Property information (annexation agreement, deed, and title report)
- HUD guidance on National Environmental Policy Act (NEPA) Categorical Exclusion (CatEx) criteria and documentation requirements

Deliverables

- Email summary of background material review, including any missing site documentation or outstanding items requiring additional documentation or the City's input.

Task 2.2 – Compliance Strategy

Herrera will develop a strategy for complying with the terms of the grant that considers NEPA CatEx and SEPA requirements and the 5-year aggregation window terms. Herrera will confirm the type of NEPA CatEx that the project falls into under HUD NEPA guidance and will assist the City in providing any required documentation to HUD to complete NEPA compliance. Herrera will document the strategy in a memo to be executed in Task 3.6. Herrera will confirm the level of SEPA compliance required, which is anticipated to be a SEPA Checklist. The strategy and completion of the SEPA Checklist will be executed in Task 3.6 – Phase 1 Environmental Permitting.

Assumptions

- Herrera will meet with the City up to twice via video conference to clarify questions and issues in the background materials and the terms of the grant and to develop the compliance strategy.
- The City will finalize the Project Description and submit to HUD for determination of the level of required environmental review for the grant funds once the compliance strategy is finalized. Herrera will provide on-call review and confirmation of the approach prior to submittal.
- The visioning and planning process may consider future projects that would not be eligible for NEPA CatEx.
- The project improvements documented in Tasks 4.0 through Task 7.0 will conform with the HUD requirements for NEPA CatEx.

Deliverables

- Outline, draft, and final compliance strategy memo (DOCX and PDF).
- Emails with meeting notes and action items from compliance video conferences, as requested.

Task 3.0 – Park Visioning and Master Planning Services

Mother Nature's Window Park is an important and much anticipated community resource. Public access to the park has not been possible since its acquisition from Snohomish County by the City.

Developing guiding principles, a shared stakeholder vision, and an actionable plan are the first steps to welcoming the public to the park. The Herrera team will perform the following tasks to establish support the Visioning and Master Planning services phase of the project:

- Building on the mission of the City of Marysville, Parks, Recreation, & Culture Department, collaboratively develop the Vision and Guiding Principles for Mother Nature's Window Park.
- Prepare the Master Plan Report with clearly delineated project phases.
- Define the Phase 1 Park Improvement Project for further design, development, and documentation.
- Identification where Environmental Assessments may be required due to grant funding sources, and a strategy/timeline for park development to mitigate/reduce the need for additional assessments
- Site Survey
- Geotechnical Report
- Lighting Concept
- Environmental Permitting

Task 3.1 – Park Vision and Master Plan Document

Herrera will work closely with the Client and community stakeholders to define a vision for the park and guiding principles that are deeply meaningful to the community through a collaborative process including workshops and public outreach and engagement methods.

The core goal of the visioning and planning process is to develop a systematic plan that maximizes the park, recreation, trails and natural open space opportunities for residents while maintaining the natural setting of the park to the extent practicable. A core goal is to provide access to the park while protecting and enhancing the health of the existing woodlands.

EXHIBIT A - SCOPE OF WORK

To begin, Herrera will review existing resource documents provided by the City and work with the Client to identify the key stakeholders.

Herrera will facilitate three visioning and master planning work sessions to develop the vision and master plan.

- Workshop One: key stakeholders visioning and core principles
- Workshop Two: applying the vision and principles to develop the master plan
- Workshop Three: refining the vision and master plan

The workshops will engage key stakeholders and occur four to six weeks apart during the six-month visioning and master planning task. This pace of work will allow for the development of an implementation plan for proposed park features. The implementation plan shall include a prioritized park feature list, estimated costs to complete, timelines for construction, and maintenance intervals/requirements. The master plan will define the first construction project for the park – public access, parking, and other features to be determined.

Based on the master plan and developed during the workshops and master planning period Herrera will work with stakeholders to identify appropriate City staffing needs to support park maintenance operations. Specific recreational program elements defined during the master planning process will be assessed with City staff to identify appropriate City and/or volunteer staffing needs to support recreation operations.

At the conclusion of the workshop process, Herrera will prepare for a public presentation describing the vision, principles, and masterplan for Mother Nature's Window Park. The City shall provide public notice of the meeting to an extent and by means the City and Herrera deem appropriate.

After receiving consolidated comments on the plan from the City, Herrera will make corrections and additions based on the comments and finalize the Master Plan document.

Assumptions

- One Herrera engineer, one Herrera landscape architect, the Herrera project manager, and one Herrera support staff will attend each 2-hour workshop in-person.
- Herrera NEPA/Permitting expert will attend Workshop Three to provide feedback on refinements.
- The City will provide meeting spaces appropriate for the size of the anticipated workshop.
- Depending upon public health conditions, the meetings may be held virtually.

EXHIBIT A - SCOPE OF WORK

- The City will provide consolidated comments on the workshop materials and master plan document to Herrera no later than 2 weeks after each meeting.

Deliverables.

- Draft and Final Illustrative site plan with annotations indicating master plan project elements (PDF).
- Up to three character sketches or illustrations of proposed master plan features (PDF).
- Draft and final Master Plan document (DOCX and PDF), including:
 - Executive summary, vision statement, guiding principles, narrative description of process, illustrative site plans and select enlargement areas (up to three); master plan narrative; and other elements as defined in the task description.
 - Phase 1 Improvement Project description and anticipated project budget.
 - Environmental assessment reports, permit strategy, site survey, and geotechnical report as compiled from the deliverables defined in Tasks 3.2, 3.3.

Task 3.2 – Environmental Assessments and Permit Planning

Herrera will conduct environmental assessments of the subject property to support environmental permitting and review for the master plan. These assessments include a Forest Landscape Assessment Tool (FLAT) assessment, a significant tree survey, and a wetland delineation to confirm boundaries identified in the Wetland Resources, Inc. *Critical Areas Study* prepared for the City of Marysville Parks Department dated September 29, 2022 and expand the study area to the full boundaries of the proposed park.

A FLAT assessment of the entire subject property will be used to rapidly assess canopy composition, invasive species cover, forest health, and classify and map habitat management units (HMUs). The FLAT assessment will be in accordance with the *FLAT Field Manual* developed by King County Parks and Natural Resources in conjunction with the USDA Forest Service PNW Research Station, the Green Cities Research Alliance, American Forest Management, Forterra, and the University of Washington in 2009. The FLAT assessment tool was developed as a rapid assessment tool that allows land managers to rapidly assess landscape conditions then prioritize restoration activities. HMUs will be rated for health of tree canopy and understory according to a matrix developed for the FLAT system. A technical memo will summarize all findings of the field investigation. The technical memo will include data collection methods, an analysis of existing conditions including overall canopy characterization, general understory composition and health, and discussions of each HMU. The memo will include management recommendations for restoring HMUs with the lowest quality of canopy and understory and preserving and enhancing the HMUs with the highest quality canopy and understory. This data will help inform the initial design phases. Map(s), tables and representative photographs of each HMU will be included in the memo.

EXHIBIT A - SCOPE OF WORK

In order to incorporate the preservation of trees that meet the significant tree size standards into the overall park master plan, significant trees within the Phase I project limits will be inventoried. The City of Marysville follows Snohomish County code for tree regulations. Snohomish County code 30.91S.320 defines a significant tree as a tree with a caliper of at least 10 inches. Dogwoods (*Cornus* sp.) and vine maples (*Acer circinatum*) are significant trees if they have a caliper of at least 7 inches (including multi-stem trees). Alders are not considered significant trees. The code requires that significant trees be retained in all Critical Area protection areas and buffers, as well as perimeter landscaping. On sites with an existing tree canopy, canopy cover cannot be reduced by more than 5 percentage points, per code 30.25.016, Tree Canopy Requirements. Any significant trees removed or subsequently damaged during construction must be replaced at a ratio of 3:1.

Tree inventory data gathered of significant trees in the field will include tree location, tree genus and species, tree trunk diameter in inches 4.5 feet above grade (diameter at breast height, DBH), and general health condition of the tree based on Level I Tree Risk Assessments (per ISA standards): excellent, good, fair, poor, critical, and dead. Each tree will be tagged with a unique number on an aluminum tree tag. Each tree will be mapped in the field using a handheld GPS unit with submeter accuracy. A dataset of the GIS files and the tree inventory spreadsheet will be compiled with the ability to continue adding to the inventory for later phases of design. Any required replacement as identified from the tree inventory will be included in the 30% design drawings (Task 4.1)

The wetland delineation will be performed in accordance with the *Regional Supplement to the US Army Corps of Engineers Wetlands Delineation Manual: Western Mountains, Valleys, and Coast Region* which is consistent with the *1987 Corps of Engineers Wetlands Delineation Manual*. Wetlands in City jurisdiction are designated critical areas per Chapter 22E.010 of the Marysville Municipal Code (MMC). If boundaries are found to be significantly different than those reported by Wetland Resources, Inc. in 2022, or if additional wetlands are identified a new boundary survey will be needed, and Herrera will provide an amendment to the scope and budget for reporting to be compliant with MMC 22E.010.

Herrera will provide an analysis of potential permits needed based on designs produced for Phase 1 at the 30% design stage. This analysis will be used to determine what permits will be required for submittal at the 60% design stage. The Herrera permit specialists will coordinate with the design team and with the City during key design meetings to understand what environmental impacts may result from project development and advise on potential avoidance and minimization measures. Herrera will also provide analysis for potential permits needed for future park development phases based on potential alternatives developed for the master plan.

EXHIBIT A - SCOPE OF WORK

Assumptions

- The park will be cleared by the City prior to fieldwork of active encampments by the City, helping to provide safe conditions for field staff. When required, Herrera will provide at least 3 weeks' notice to allow for City forces to clear the Site.
- Property access will be arranged by the City prior to the site visits, including any clearing of dense vegetation to allow for biologist access
- GIS-compatible or CAD base layers will be provided to Herrera prior to fieldwork, as well as Phase I limits
- FLAT assessment work, tree inventory and wetland delineation assumes three 8 hour days of fieldwork total, including travel, by a team of two Herrera biologists. Trees not inventoried during initial fieldwork may be inventoried during Phase II.
- FLAT field assessments and Phase I tree inventory will occur prior to leaf drop or after spring leaf out to accurately capture deciduous understory and tree canopy.
- Task does not include additional survey of wetland boundaries or reporting as required by MMC 22E.010.
- If necessary, Herrera and the City will discuss the results of the environmental assessments via a 1-hour virtual meeting.
- City will provide consolidated comments on any draft deliverables.

Deliverables

- Draft and Final Mother Nature's Window Park Forest Assessment Technical Memo, with affiliated maps, tables, photos, and field forms (PDF, DOCX).
- Draft and Final Phase I tree inventory table showing unique tree identification number, species, common name, DBH, health and general notes (XLSX, PDF).
- Final Aerial map showing tree locations and their unique tree identification number (PDF, GIS shapefiles).
- Draft and Final memo (DOCX and PDF) confirming wetland delineation boundaries as reported by Wetland Resources Inc. on September 29, 2022. This will include wetland data forms based on data collected by Herrera and confirmation of ratings provided as part of the Wetland Resources, Inc, report.

Task 3.3 – Site Survey

Larry Steele and Associates (LSA) will perform land surveying of the project site and work with Herrera to confirm the collected data includes the detail needed for design. Herrera will review the surveying data project base map and provide a request for additional survey if needs are identified.

EXHIBIT A - SCOPE OF WORK

See attached proposal from LSA as Exhibit B-1.

Assumptions

- The project will use NAVD 88 vertical datum and NAD 83 horizontal datum.
- Any wetland, geotechnical, and OHWM flags in place at the time of the survey will be included on the survey. Wetland, OHWM, and other critical areas flagging will be placed by others prior to survey.
- Any required access to private property will be negotiated by the Client and granted by the property owner.
- The project Visioning and Master Plan Phase will proceed with site base map information provided by the Client and publicly available sources, including limited survey of the site previously prepared by the Client, county assessor parcel map information, and aerial photographs.
- The survey area will be limited to the area identified in the Master Planning phase as necessary for the preparation of Plans, Specifications, and Estimates as defined in Task 4.0. For the purposes of this scope of work the area of the Site Survey has been assumed to not exceed 5 acres.

Deliverables

- A topographic and boundary land survey in AutoCAD 2021 or later format, an ASCII point file, and the electronic surface in LandXML format will also be provided.
- A 22"x34" PDF version of the survey stamped by a Professional Land Surveyor licensed in the State of Washington.
- Scans of field notes and sketches made in the field.

Task 3.4 – Geotechnical Report

See attached proposal from Associated Earth Sciences, Inc. (AESI) as Exhibit B-2.

Task 3.5 – Electrical Engineering

Electrical Engineering will be added to the project through a supplemental agreement once the Phase 1 project is defined in the Park Vision and Master Planning Document (Task 3.1).

Task 3.6 – Phase 1 Environmental and Civil Permitting

Herrera will lead the permit package development and submittal for the following State of Washington and City of Marysville permits:

EXHIBIT A - SCOPE OF WORK

- SEPA Checklist
- NEPA CatEx
- City of Marysville Permits including:
 - Electrical Permit
 - Site Development/Grading/Stormwater, and
 - Temp ROW Use

Herrera will coordinate preparation of all required materials for permits with the City. Herrera will attend one consolidated City of Marysville Pre-application meeting to review proposed project as shown in the approved 60% design set that is developed under Task 4.2. Final permit application material will be based on information provided and approved as part of the 90% design set that is developed under Task 4.3. Herrera will work with the city to facilitate and expedite the NEPA and SEPA environmental review process and Release of Funds Request(s).

Assumptions

- Phase 1 development will avoid all impacts to wetlands and Waters of the US and State, and their buffers.
- Pre-application meeting will be a 2-hour virtual meeting with City staff and attended by Herrera Project Manager, Civil Design Lead, and Permit Specialist.
- Phase 1 development will involve only permitted uses per MMC 22C.020.060.
- If a higher level of NEPA or SEPA compliance is required, additional scope and fee will be submitted as a contract supplement for City approval.
- As a Federal agency, HUD prepares its own internal NEPA CatEx documentation. Herrera will assist in preparing materials to submit to HUD to support the CatEx.
- No public comment period is required for a NEPA CatEx or a SEPA Checklist; therefore, no comment coordination, posting, or response is needed.
- All permit fees will be paid for or waived by the City.

Deliverables

- Draft, and Final SEPA Checklist
- Preliminary Draft, Draft, and Final materials to support NEPA CatEx prepared by HUD
- Draft and Final Land Use Application Form and any other forms required as part of the City of Marysville Electrical Permit and Site Development permits.

EXHIBIT A - SCOPE OF WORK

Task 4.0 – Plans, Specifications, and Estimates

Phase 1 improvements are anticipated to include the demolition of the existing Caretaker house, decommissioning the septic field, a paved parking lot with or that can be expanded to between 40 and 80 parking spaces and room for bus turn-around, stormwater collection and infiltration (if possible) from the parking lot, gravel and pervious pavement trails to support community access and maintenance, and plantings associated with the parking lot and restoration of areas disturbed by construction activities.

The elements to be included in Phase 1 will be developed such that all HUD grant funding received for the project is expended with the completion of Phase 1 construction. The elements included in Phase 1 will not include any public facilities, as defined by HUD, or other elements that would void the requirements of the HUD grant.

The Consultant team will prepare draft design plans, specifications, and estimates (PS&Es) at the 30, 60, and 90 percent completion stages for City review and comment prior to finalization.

Task 4.1 – 30% PS&E

Herrera will progress the conceptual design of the park development to the 30% level, including design drawings, estimate of construction costs, and a list of specification sections to be prepared in future phases of design.

Upon review of the 30% level design, the City will identify any proposed work that will be completed by City forces, or under a separate construction contract (from City funds, not subject to grant fund oversight). This work will be completed prior to the bid stage to prepare the site for the proposed work, to remove nuisance and/or safety hazards prior to the start of construction. This work is anticipated to include, but not limited to; clearing and grubbing, site security, demolition of the Caretaker house, decommissioning of wells, and temporary and/or permanent decommissioning or relocation of City utilities. Following identification by the City, design of these work elements will not be progressed except where noted below.

Assumptions

- The 60% Design plans and draft stormwater management report will be used by the County for environmental permitting.
- The project specifications will use the WSDOT standard specifications and include Special Provisions where necessary.

EXHIBIT A - SCOPE OF WORK

- The City will provide base file(s) for the Project Manual upon return of City comments on the 30% design. The Project Manual will include the City's current base construction contract documents, project and bid information, bid proposal documents, and special provisions.
- One Herrera engineer and one Herrera landscape architect will attend the progress meeting with the Client following submittal of the 30% design to address high level comments (up to 1 hour).
- The City and Herrera will review the 30% design deliverable package for scope to be performed by City forces.
- Future utility corridor(s) for water, sewer, and electrical utilities will be shown for planning and coordination purposes only, not to be included in construction documents.
- Typical details for City standard lighting and light pole bases will be included.
- The City will perform clearing and grubbing, site security, demolition of the Caretaker house, decommissioning of wells, and temporary and/or permanent decommissioning or relocation of City utilities, septic decommissioning, and any hazardous materials abatement and disposal (if necessary).
- The Visioning and Master Planning task will identify locations for wayfinding and interpretive signs. The project documents, prepared under this task, will locate the signs and reference City or WSDOT standard details for posts and footings. City Forces will design, fabricate, and install the signs.

Deliverables

- 30% Design Drawings (PDF), including:
 - Cover
 - Legend and Abbreviations
 - Existing Conditions (Survey)
 - Temporary Erosion and Sediment Control (TESC) Plan
 - TESC Notes (SWPPP)
 - TESC Details
 - Site Plans and Profiles (up to 3 sheets)
 - Details (up to 2 sheets)
 - Planting Plan with planting areas indicated and a plant list
- 30% Design opinion of probable construction costs (XLSX and PDF)
- List of Specification Special Provisions to be prepared for future design phases (DOCX)
- Lighting and electrical narratives will be included

EXHIBIT A - SCOPE OF WORK

Task 4.2 – 60% PS&E

Herrera will progress the 30% design as approved by the City to a 60% design level, including design drawings, estimate of construction cost, and specification special provisions. The design will incorporate comments on the 30% design from the Client. A preliminary stormwater report will be prepared describing the goals of the project, tributary basin delineations, and hydrologic modeling results to support local permitting requirements.

Assumptions

- The Client will provide one set of compiled and conformed comments on the 30% design deliverables.
- The Client will provide sample Bid Proposal and Division 1 specifications as a template.
- One Herrera engineer and one Herrera landscape architect will attend a biweekly meeting with the Client for the duration of this task (up to 0.5 hour).

Deliverables

- Responses to 30% design comments (Excel).
- 60% Design Drawings (including progress to those listed in the 30%, PDF)
 - Planting Details (up to 2 sheets)
 - Paving and Drainage Plans and Details (up to 2 sheets)
 - Entrance, Exit, and Parking Lot Channelization and Striping Plans (up to 2 sheets)
 - Lighting and electrical drawings will be included
- Draft 60% Design opinion of probable construction costs (XLSX and PDF)
- Draft 60% Design Special Provisions to the WSDOT Standard Specifications (DOCX)
- Preliminary Stormwater Report (DOCX and PDF)

Task 4.3 – 90% PS&E

Herrera will progress the 60% design of the stormwater treatment facilities to a 90% design level, including design drawings, estimate of construction cost, and specification special provisions. The design will incorporate comments on the 60% design from the Client. Herrera will prepare a draft SWPPP.

EXHIBIT A - SCOPE OF WORK

Assumptions

- The Client will provide one set of compiled and conformed comments on the 60% design deliverables.
- Comments do not result in substantial changes to the overall design.
- One Herrera engineer and one Herrera landscape architect will attend a biweekly meeting with the Client for the duration of this task (up to 0.5 hour).
- Traffic control plans will incorporate WSDOT and MUTCD standards.

Deliverables

- Responses to 60% design comments (Excel).
- 90% Design Drawings (including progress to those listed in the 30% and 60%, PDF)
 - Utility Plans and Details
 - Temporary Traffic Control Plans and Details
- Draft 90% Design opinion of probable construction costs (XLSX and PDF)
- Draft 90% Design Special Provisions to the WSDOT Standard Specifications (DOCX)
- Updated Draft Stormwater Report (Word and PDF), if needed
- Annotated Outline Stormwater Operations and Maintenance Manual (DOCX and PDF)
- Draft SWPPP (DOCX and PDF)

Task 4.4 – Bid PS&E

Herrera will progress the 90% design to the 100% design level, including design drawings, estimate of construction costs, and specifications. The draft stormwater report will be updated to a final version based on the 100% design and received comments. The updated report will include a draft version of the maintenance and operations manual. Herrera will finalize the SWPPP based on the 100% design; the SWPPP will be provided to the contractor upon award.

Herrera will create a full set of bid documents from the 100% Design.

Assumptions

- The Client will provide one set of compiled and conformed comments on the 90% design deliverables.
- Comments do not result in substantial changes to the overall design.

EXHIBIT A - SCOPE OF WORK

- One Herrera engineer and one Herrera landscape architect will attend a biweekly meeting with the Client for the duration of this task (up to 0.5 hour).

Deliverables

- Responses to 90% design comments (XLSX)
- Bid-ready Design Drawings (including progress and finalization of those listed in the 30%, 60%, and 90%, PDF and DWG format)
- 100% Design opinion of probable construction costs (Excel and PDF)
- 100% Design Specification package including Client provided front-end contract documents, general and special provisions, proposal form, and appendices (DOCX and PDF)
- Final Stormwater Report (Word PDF)
- Draft Stormwater Operations and Maintenance Manual (DOCX and PDF)
- Final SWPPP (DOCX and PDF)

Task 5.0 – Bid Period Services

Provide limited services and assistance to the City during bidding of the Phase 1 design for construction, including:

- Respond to Contractor technical questions received during the bid window.
- Prepare addenda to the bid documents, to clarify, revise, or change the construction plans, special provisions, or project conditions during the bidding process.

Assumptions

- A single addendum is assumed for fee estimates purposes.
- The project will not require a re-bid.
- The level of effort for this task is up to 30 hours

Deliverables

- Responses to bidder questions
- Responses to RFIs and substitution requests
- Addendum text and drawings (native files and PDF)

EXHIBIT A - SCOPE OF WORK

Task 6.0 – Construction Administration and Phase One Project Close-out

Herrera will support the Client during the construction phase by reviewing submittals, reviewing change order proposals, responding to contractor requests for information (RFIs), and issuing design change notices (DCNs). Herrera will attend a pre-construction meeting, construction coordination meetings, and perform up to five site visits, which include a site walk when a punch list will be developed and a final site walk where completion of the punch list will be verified.

As part of project closeout, Herrera will prepare Record Drawings using as-built or survey information gathered by the project contractor who will be required to gather horizontal and vertical as-built data for all improvements installed as a part of this contract and incorporating any changes to the design, as recorded during construction by the contractor and/or the Client.

Herrera will update and finalize the Operations and Maintenance Manual developed during 100% Design (Task 4.4) with any changes that may have occurred during construction. The final record drawings will be included in the final Operations and Maintenance Manual.

Assumptions

- The Client will lead construction administration, oversight, and communications with contractors.
- A single addendum is assumed for fee estimates purposes.
- One Herrera engineer and one Herrera landscape architect will attend a virtual pre-construction meeting (up to 2 hours).
- One Herrera engineer or landscape architect will conduct up to five construction site visits (up to 2 hours each plus travel time).
- The City's Construction Manager and/or Inspector will keep detailed notes/redlines of any changes or deviations from the contract drawings throughout the construction process, and one compiled and conformed set of redlines will be provided to Herrera for record drawing preparation.
- All constructed improvements are visible from the surface or are accessible for measure down locations.
- One Herrera engineer and one Herrera landscape architect will attend a final walkthrough inspection (up to 2 hours).
- The Client will prepare a compiled punch list for construction close out.
- If the contractor is unable to provide the required survey data to prepare Record Drawings, the Herrera will work with the City to develop a scope and add, by supplemental agreement, LSA Surveyors to conduct necessary surveying for the preparation of the Record Drawings.
- The constructed project is substantially similar to what is shown on the final bid drawings.

EXHIBIT A - SCOPE OF WORK

Deliverables

- Site visit notes with photos (PDF).
- Responses to Requests for Information (RFIs), up to 16 hours of staff time (email or PDF).
- Design change notices with drawings, up to 16 hours of staff time (PDF).
- Review submittals, up to 16 hours of staff time (PDF).

Task 7.0 - On-Call Additional Services

Herrera will support the City of Marysville with minor services not included in the tasks listed above, up to the contract budget for this task.

Assumptions

- Work under this task will be reserved for minor tasks that do not require previously unidentified sub-consultants needs or that do not modify the existing scope of work.

Deliverables

- To be determined, based on prior approval or request from Client.
- Deliverable standards, similar to other Tasks in this contract will be maintained.

Task 7.1 – Cultural Resource Consulting

Cultural Resource Consulting services will be added to the project through a supplemental agreement once the Phase 1 project is defined in the Park Vision and Master Planning Document (Task 3.1) and a specific scope can be developed for project support services.

EXHIBIT A - SCOPE OF WORK

Project Schedule

Task	Duration	Start
1.0 – Project Management		PE Phase NTP
2.0 – HUD Grant Compliance		PE Phase NTP
3.0 – Park Visioning and Master Planning	180 days	PE Phase NTP
4.0 – Plans, Specifications, and Estimates	180 days	PE Phase NTP + 180 days
5.0 Bid Period Services	60 days	PE Phase NTP + 360 days
6.0 – Construction Administration and Phase 1 Project Close-out	60 days	CN Phase NTP
7.0 – On-Call Additional Services	On-Call (not to exceed contract length)	PE Phase NTP



Cost Estimate for Mother Nature's Window Park Master Plan
Herrera Project No. 23-08182-000
10/12/2023

Task No.		1.0	2.0	3.1	3.2	3.3	3.4	3.5	3.6	4.1	4.2	4.3	4.4	5.0	6.0	7.0	Total
Herrera Labor based on:		Project Management	HUD Grant Compliance	Park Vision and Master Plan Document	Environmental Assessments	Site Survey	Geotechnical Report	Electrical Engineering	Environmental Permitting	30% PS&E	60% PS&E	90% PS&E	Bid PS&E	Bid Period Services	Construction Administration and Phase One Project Close-Out	On-Call Additional Services	
Schedule		Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date
Staff		Burdened Labor Rates		Burdened Labor Rates		Burdened Labor Rates		Burdened Labor Rates		Burdened Labor Rates		Burdened Labor Rates		Burdened Labor Rates		Burdened Labor Rates	
Mitchell, Colleen	Engineer VI	\$263.34		4	1				2	4	7	7	7	1			33
Merlen, Christina	Scientist VI	\$289.20		9	6				5								20
Alonso, Bernie	Landscape Architect V	\$195.91	48	62	9	6	6		8	9	14	15	11	6	20	40	257
Gleason, Rayna	Scientist III	\$140.81			71				2								73
Papora, Danielle	Scientist III	\$138.52	4		24				14			2	2				46
Siegel, Andrew	GIS Analyst III	\$144.72			31				4								35
Jackewich, Pamela	Administrative Coordinator	\$139.65	2	6	15				6		4	4	4				41
Zhang, Xiaoyu Shawnee	Scientist I	\$103.21		8	78				46								132
Amann, Lindsay	Planner V	\$226.54	32	5					17								54
Coughlan, Phil	Planner VIII / Vice Preside	\$331.63	2														2
Schaner, Neil	Engineer IV	\$206.70	43	27		4	4		2	20	54	44	36	16	34		283
Felban, Jimmy	Engineer IV	\$156.43				2	4			32	52	54	44		20		208
Marston, Charles	CAD Technician II	\$117.77				4				36	42	31	20	4	20		157
Stewart, Rick	Project Accountant III	\$137.97	13														13
Van Zee, Erynne	Engineer I	\$144.89		48						12	22	22	8	3			115
Total Hours per Task		107	40	169	235	18	14	0	106	112	195	179	132	30	94	40	1469
Subtotal Labor		\$20,433	\$9,943	\$30,950	\$31,596	\$2,786	\$2,628	\$0	\$16,073	\$17,739	\$32,576	\$29,998	\$22,673	\$6,652	\$16,430	\$7,837	\$246,312
Subtotal Herrera Labor		\$20,433	\$9,943	\$30,950	\$31,596	\$2,786	\$2,628	\$0	\$16,073	\$17,739	\$32,576	\$29,998	\$22,673	\$6,652	\$16,430	\$7,837	\$246,312
5% Escalation on Herrera Labor In 2024		\$1,022	\$447	\$1,547	\$1,680	\$139	\$131	\$0	\$804	\$887	\$1,629	\$1,500	\$1,134	\$283	\$922	\$392	\$12,318
8% Escalation on Herrera Labor In 2025		\$817												\$462	\$1,314	\$627	\$9,211
Escalated Subtotal Herrera Labor		\$22,272	\$9,391	\$32,497	\$33,176	\$2,925	\$2,759	\$0	\$16,877	\$18,626	\$34,204	\$31,498	\$23,806	\$6,387	\$18,959	\$8,856	\$264,838
Subconsultants																	
Subconsultant																	
LSA						\$10,500		\$21,330									\$10,500
AESI																	\$21,330
Electrical Engineer								\$1									\$1
Cultural Resources																	\$1
3% Fee on Subconsultants		\$0	\$0	\$0	\$0	\$315	\$640	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$955
Subtotal Subconsultant Cost		\$0	\$0	\$0	\$0	\$10,815	\$21,970	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$3,787
Travel and Per Diem (PD)																	
Item		Unit	Unit Cost														
Airfare		Mile	\$0.655	600	710				200					600			2130
Lodging		Day	\$98.00		5												5
Subtotal Per Diem		\$0	\$0	\$593	\$689	\$0	\$0	\$0	\$131	\$0	\$0	\$0	\$0	\$0	\$593	\$0	\$1,885
Other Direct Costs (ODCs)																	
Item		Unit	Unit Cost														
GPS unit (Trimble)		Day	\$85.00		4												4
Miscellaneous		Lump Sum	\$100.00		1												1
Wetland Delineation Field Kit		Day	\$25.00		1												1
Subtotal ODCs		\$0	\$0	\$0	\$485	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$485
Subtotal Per Diem, Lab Costs, and ODCs		\$0	\$0	\$593	\$1,433	\$0	\$0	\$0	\$131	\$0	\$0	\$0	\$0	\$0	\$593	\$0	\$2,350
Grand Subtotal		\$22,272	\$9,391	\$32,497	\$34,609	\$13,741	\$24,729	\$1	\$17,008	\$18,626	\$34,204	\$31,498	\$23,806	\$6,387	\$18,959	\$8,856	\$296,975
Grand Total																	

EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

Larry Steel and Associates
Associated Earth Scientists, Inc.
Little Fish Lighting



LAWRENCE W. STEELE, PLS
ERICH A. KLEINKNECHT, PLS
RAYMOND D. PETERSON, PLS

October 17, 2023

Bernie Alonzo, PLA, ASLA, LEED AP BD+C
Herrera, Inc.
1329 N State Street, Suite 200
Bellingham, WA 98225

Phone: 360.939.3804
E-mail: balonzo@herrerainc.com

RE: City of Marysville, Mother Nature's Window Park, 7521 55th Dr NE

Dear Mr. Alonzo,

On behalf of Larry Steele & Associates (LSA), thank you for the opportunity to provide this proposal for Professional Land Surveying services on the above referenced project. Larry Steele and Associates will perform land surveying of the project site and work with Herrera to confirm the collected data includes the detail needed for design. Herrera will review the surveying data project base map and provide a request for additional survey if needs are identified.

Assumptions

1. The project will use NAVD 88 vertical datum and NAD 83 horizontal datum.
2. Any wetland, geotechnical, and OHWM flags in place at the time of the survey will be included on the survey. Wetland, OHWM, and other critical areas flagging will be placed by others prior to survey.
3. Any required access to private property will be negotiated by the Client and granted by the property owner.
4. The project Visioning and Master Plan Phase will proceed with site base map information provided by the Client and publicly available sources, including limited survey of the site previously prepared by the Client, county assessor parcel map information, and aerial photographs.
5. The survey area will be limited to the area identified in the Master Planning phase as necessary for the preparation of Plans, Specifications, and Estimates as defined in Task 4.0. For the purposes of this scope of work the area of the Site Survey has been assumed to not exceed 5 acres; it is understood that our topographic survey area will be more particularly defined as the project progresses.

Estimates Hours by Classification (actual hours billed per classification may be different)

- Senior Land Surveyor: 4 hrs. – project management, QA/QC, map certifying, etc.
- AutoCAD/Survey Tech: 16 hrs. – boundary research, drafting, preparation of deliverables, etc.
- 2 Person Field Crew: 32 hrs. – establish project survey control, topographic surveying.

Deliverables:

1. A topographic and boundary land survey in AutoCAD 2021 or later format, an ASCII point file, and the electronic surface in LandXML format will also be provided.
2. A 22"x34" PDF version of the survey stamped by a Professional Land Surveyor licensed in the State of Washington.
3. Scans of field notes and sketches made in the field.

Fee Estimate: \$10,500 (Estimate only; additional acreage work as requested will be billed proportionately)

Sincerely,

Erich Kleinknecht, PLS

Larry Steele & Associates

S:\Common\LSA Jobs and Files\LSA Project Files\2023 Estimates\Topographic-Scanning\Herrera Marysville Mother Nature's Window Park\Herrera_Mother Natures Window Park_Estimate_10-17-23.docx



associated
earth sciences
incorporated

September 21, 2023
Project No. 20230256H001

Herrera Environmental Consultants
2200 Sixth Avenue, Suite 1100
Seattle, Washington 98121

Attention: Colleen Mitchell

Subject: Proposal for Subsurface Exploration and Geotechnical Engineering Study
Mother Nature's Window Park
100th Street NE and 55th Avenue NE
Marysville, Washington

Dear Ms. Mitchell:

This letter provides our proposed scope of work and fee estimate for Associated Earth Sciences, Inc. (AESI) to complete a subsurface exploration and geotechnical engineering study for the Mother Nature's Window Park project. Our proposal is based on our email correspondence with Herrera Environmental Consultants, and our experience working in the project vicinity.

SITE LOCATION AND PROJECT DESCRIPTION

The project site is located southeast of the intersection of 100th Street NE and 55th Avenue NE in Marysville, Washington (Snohomish County Parcel No. 30051500300500). The site is bound by 100th Street NE to the north, 55th Avenue NE to the west, and residential parcels to the south and east. The site is approximately 34 acres in area and consists mainly of wooded areas, and a residence at the southwest corner of the property. Site topography across the site is relatively flat with overall vertical relief of less than 10 feet.

The project consists of constructing a new parking lot and stormwater management facility. We understand the project design is pursuing shallow infiltration of stormwater, and is the preliminary stage.

Review of available geologic mapping indicates the project site is underlain by Vashon recessional outwash (Marysville Sand Member). These sediments generally consist of well-drained, sand with some fine gravel, and some areas of silt and clay. Where encountered as permeable and unsaturated, these sediments are potentially suitable for stormwater infiltration. Groundwater is anticipated to be shallow.

SCOPE OF WORK

As requested, our scope of work includes a phased approach to completing the site work. We will first complete up to eight exploration pits to a depth of 12 feet or groundwater (whichever is shallower) and install at least two well points to monitor shallow groundwater levels through

the wet season. Following completion of the pits and well point installation, we will complete a preliminary geotechnical report and provide our opinion on the potential for infiltration rate. After the distribution of our preliminary report and once the project design has located the infiltration facility, we will return to the site to complete two pilot infiltration tests (PITs) to determine a final design infiltration rate.

Utility Locating

Before performing any subsurface exploration work, we will make a one-call utility locate request to mark publicly-owned on-site utilities. It should be noted that any privately-owned underground utilities at the site will not be marked by the public locating service. For this reason, we will also hire a private utility locating service to supplement the public locate. Private utility locating services are able to mark electrically conductive utilities, such as power lines, steel water and gas lines, and plastic pipes with clearly visible trace wires.

Even private utility locators are not able to mark non-conductive utilities, such as plastic water and sewer lines, plastic irrigation and drainpipes, plastic gas lines, fiber optic cables, and concrete drainpipes. The only way to locate non-conductive privately-owned utilities is by the use of accurate and complete as-built drawings. We request that AESI be provided with as-built plans or other information regarding existing pipes, underground storage tanks (USTs), and/or vaults. This information will greatly reduce—but not necessarily eliminate—the likelihood of damage. We will not be responsible for damage to buried utilities that are not marked on the ground prior to our work, or not shown on as-built plans provided to us.

Exploration Pits

For our initial phase, we propose up to eight exploration pits completed at the site. The exploration pits will be excavated to approximate depths of up to 12 feet below the existing surface. The pits will be excavated using equipment and an operator provided by the City of Marysville. An AESI geologist or engineer will continuously observe the digging operations, log the subsurface conditions, and collect representative soil samples. We anticipate the test pit exploration work will be completed in 1 day. After excavation, the pits will be backfilled, and the surface tamped with the backhoe bucket. No further restoration is planned.

Well Point Installation and Groundwater Level Monitoring

Groundwater is anticipated to be within 10 feet below existing grades at the project site. Stormwater infiltration facilities will be required to meet minimum vertical separation requirements per the adopted stormwater manual. To obtain groundwater levels at the project site, we propose to install two well points to monitor shallow groundwater conditions during our initial phase of fieldwork through the wet season. A well point is a piezometer that is less than 10 feet deep relative to existing grade. Because the well point is less than 10 feet in depth, the installation is exempt from the requirements of Chapter 173-160 *Washington Administrative Code* (WAC) – Minimum Standards for Construction and Maintenance of Wells. The well points will be inserted into a hole created with a hand-operated auger to depths up to 10 feet below the surface and the annular space will be filled with filter sand and then bentonite chips. After well point development we will install a data-logging pressure transducer

to measure and record groundwater levels in the wells for a period of 12 months. Groundwater monitoring will include six field visits to manually measure the depth to groundwater and download the data logger.

Laboratory Testing

Selected soil samples from our explorations will be submitted to our in-house geotechnical laboratory for testing. Our scope of work will include four grain-size (sieve) tests, two cation exchange capacity tests and two organic content tests. The test results will allow for preliminary characterization of the soil's infiltration potential and in-situ water quality treatment capacity.

Field Infiltration Testing

Our second phase of fieldwork includes, two full days (11 hours) onsite to complete two small-scale or large-scale PITs per the Washington State Department of Ecology's (Ecology's) 2012 *Stormwater Management Manual for Western Washington* (Ecology Manual), as amended in 2014. The infiltration tests will be conducted at a depth and location consistent with the planned infiltration facility. The PITs will be excavated by an excavator provided by the City of Marysville. The infiltration test requires an excavation with a minimum base area of 12 square feet within the infiltration receptor soils. Based on the likely shallow depth of groundwater, we anticipate the infiltration test will be set at shallow depths. We assume that water can be supplied by a hydrant located near the southwest corner of the site. Use of the hydrant will require approval and a permit from the local water purveyor. If approval for hydrant use cannot be obtained, water would be supplied from a subcontracted water truck at an additional cost. During the test, water will discharge onto the excavation base area through a digital flow meter and diffuser. The water flow is adjusted until a constant head is maintained in the bottom of the pit. Once constant head is established, the flow is shut off and falling-head measurements are obtained. The constant-head and falling-head measurements are used to determine the soil infiltration rate.

Upon completion of infiltration testing, we will deepen the excavations to the full reach of the excavator to observe subsurface geology and shallow groundwater conditions below the bottom of the infiltration test base in order to identify any soil layers or groundwater conditions that will restrict the downward flow of infiltrating water.

Analysis and Preliminary Reporting

Upon completion of our initial field exploration, initial groundwater level measurements, and laboratory testing, we will provide a geotechnical report that presents our various findings, measurements, conclusions, and recommendations. Specific items to be addressed in our report will include the following:

- A site plan showing exploration pit locations;
- Summary of soil and groundwater conditions;
- Laboratory testing results;

- Site preparation recommendations;
- Structural fill recommendations, including suitability of site materials for reuse in structural fill applications;
- Site drainage recommendations;
- Wet weather construction considerations;
- Preliminary shallow infiltration feasibility and preliminary infiltration rate based on grain size, if feasible;
- Recommendations for light- and heavy-duty asphalt pavement sections and subgrade preparation;
- Recommendations for further study, if required.

Following the completion of our second phase of fieldwork we will complete a letter-report summarizing the results of our PITs and provide recommendations for stormwater infiltration.

Design Team Meetings/Correspondence

We have included a placeholder budget for 4 hours of principal geotechnical engineer consultation.

ESTIMATED COST AND SCHEDULE

A summary of estimated project costs is outlined in the following table. If difficult or unanticipated conditions are encountered, we will notify you as soon as possible and no work beyond the authorized scope will be conducted without your prior approval. Meetings or other tasks requested by you that are not included in the scope of work described above will be conducted on a time and expenses basis. All of our work will be performed in accordance with our Schedule of Charges and General Conditions, copies of which are attached. Our services will be authorized with a signed copy of this proposal.

Task	Subcontractor or Other Direct Cost	AESI Fees
Project Coordination, Well Materials	\$500	\$750
Subcontracted Excavator First Phase of Exploration Pits and Well Points		\$1,300
Subcontracted Excavator Second Phase Pilot Infiltration Test		\$4,000
Water Levels (12 months, data logger equipment, 6 site visits)	\$2,400	\$2,500
Private Utility Locate	\$400	
Laboratory Testing (4 sieves, 2 CEC, 2 organic)		\$900
Engineering, Preliminary Geotechnical Report Preparation		\$5,000
Infiltration Report Addendum		\$2,500
Design Team Meetings/Correspondence		\$1,080
Subtotal	\$3,300	\$18,030
Total Estimate	\$21,330	

We typically schedule completion of our fieldwork within approximately 2 weeks, contingent on subcontractor availability and assuming we will be allowed access to work onsite as soon as our excavation subcontractor is available. We can deliver our preliminary geotechnical report for this project within approximately 2 weeks after completion of laboratory testing. Our cost estimate assumes that our on-site work will be completed over the course of one day during normal working hours on a non-holiday weekday.

CLOSURE

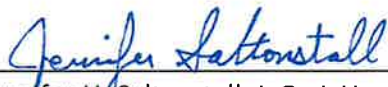
We appreciate the opportunity to submit this proposal and hope that it meets your needs. If you approve of our scope of work and would like for us to proceed, please provide a signed copy of this proposal to our Kirkland office address (AESI, 911 5th Avenue, Kirkland, Washington 98033) to authorize our services. Alternatively, we will sign a reviewed consultant or subconsultant services contract with this proposal attached for reference.

If you have any questions, please do not hesitate to call.

Sincerely,

ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington

**The undersigned has reviewed and accepts the
attached General Conditions.**



Jennifer H. Saltonstall, L.G., L.Hg.
Principal Geologist/Hydrogeologist

Client Date
Authorized Representative Signature



Matthew A. Miller, P.E.
Principal Engineer

Client (please print name)

Attachments: Schedule of Charges
General Conditions

AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).

Please provide the appropriate email billing address here:

ASSOCIATED EARTH SCIENCES, INC.
SCHEDULE OF CHARGES

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

Personnel Charges - Engineers, Hydrogeologists, Geologists, and Scientists

Senior Principal.....	\$290.00/hour
Principal.....	\$270.00/hour
Senior Associate.....	\$240.00/hour
Associate.....	\$225.00/hour
Senior.....	\$210.00/hour
Senior Project.....	\$195.00/hour
Project.....	\$175.00/hour
Senior Staff.....	\$145.00/hour
Staff.....	\$130.00/hour
Legal Testimony (4 hour minimum).....	\$400.00/hour

Personnel Charges - Technicians

Senior Field Technician.....	\$125.00/hour
Senior Field Technician Overtime.....	\$150.00/hour
Technician.....	\$110.00/hour
Technician Overtime.....	\$135.00/hour

Other Personnel and Disbursement Charges

Senior Geographic Information Services (GIS) Analyst.....	\$160.00/hour
Geographic Information Services (GIS) Analyst.....	\$140.00/hour
Geographic Information Services (GIS) Technician.....	\$120.00/hour
Drafting and Graphics Specialist.....	\$130.00/hour
Project Assistant.....	\$110.00/hour
Technical Editor.....	\$105.00/hour
Administrative Staff.....	\$85.00/hour
Report Processing and Archiving.....	\$20.00/each
Mileage.....	Federal Reimbursable Rate + 15%
Per Diem.....	To be established on a project basis
Subcontractors and Miscellaneous Expenses.....	cost plus 15%
Water Level Data Logger.....	\$75.00/month
Barometer Data Logger.....	\$50.00/month
Aerial Drone Equipment (certified drone operator charged separately).....	\$250.00/day
ArcGIS Online Viewer License.....	\$150.00/year
Bank/ACH Services or Fee.....	\$25.00/unit [check]

Laboratory Charges

Atterberg Limit.....	\$200.00/test
Consolidation.....	\$600.00/test
Constant Head Permeability (ASTM D2434-68).....	\$450.00/test
Direct Shear.....	\$400.00/3 point test
Ethylene Glycol Test (3 rock minimum).....	\$200.00
Fractured Face Count (AASHTO T-335).....	\$125.00/test
Hydrometer.....	\$210.00/test
Moisture Content.....	\$25.00/test
Organic Content.....	\$100.00/test
Percent Passing #200.....	\$125.00/test
Permeability (Falling Head).....	\$250.00/test
Proctor ASTM D-1557 and ASTM D-698.....	\$275.00/test
Sand Equivalent.....	\$125.00/test
Sieve with Wash #200.....	\$225.00/test
Specific Gravity + #4.....	\$125.00/test
Specific Gravity - #4.....	\$150.00/test
Unit Weight.....	\$80.00/test
Void Ratio.....	\$125.00/test

Other laboratory tests, disbursement charges and equipment rental will be provided on a per job basis.

ASSOCIATED EARTH SCIENCES, INC. GENERAL CONDITIONS

911 - 5th Avenue
Kirkland, Washington 98033
(425) 827-7701

508 S. Second Street, Suite 101
Mount Vernon, Washington 98273
(425) 827-7701

1552 Commerce Street, Suite 102
Tacoma, Washington 98402
(253) 722-2992

Right of Entry

The Client shall provide AESI legal access to and/or obtain permission for AESI to enter on all property, whether or not owned by Client, as necessary for AESI to perform and complete its work. Client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried utilities or structures, including but not limited to, underground storage tanks. Any damage that results to a buried utility, or to Associated Earth Sciences, Inc. (AESI) or subcontractor equipment, will be the responsibility of the client. Also, any additional charges for exploratory work, due to encountering the utility, will be the responsibility of the client. We will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost for restoration of damage which may result from our operations.

Hazardous Substances & Drill Cuttings

Client warrants that, prior to AESI beginning work, it will provide AESI with all information known, or which reasonably could be known by Client concerning the past or present use of the property and the nature and existence of any hazardous conditions or materials, on, in, under, adjacent to or near the property. When hazardous substances are known, assumed or suspected to exist at a site, AESI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that AESI deems prudent to minimize physical risks to its personnel and the public. Hazardous substances may exist at a site where there is no reason to believe they could or should be present. AESI and Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AESI and Client also agree that the discovery of unanticipated hazardous substances may make it necessary for AESI to take immediate measures to protect human health and safety, and/or the environment. AESI agrees to notify Client as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. Client encourages AESI to take any and all measures that in AESI's professional opinion are justified to preserve and protect the health and safety of AESI's personnel and the public, and/or the environment, and Client agrees to compensate AESI for the additional cost of such work. In addition, Client waives any claim against AESI, and agrees to indemnify, defend and hold AESI harmless from any claim or liability for injury or loss arising from AESI's encountering of unanticipated hazardous substances or suspected hazardous substances. Client also agrees to compensate AESI for work performed in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Client recognizes that, when it is known, assumed or suspected that hazardous substances exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, AESI will appropriately contain and label such materials; will promptly inform Client that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against AESI and/or its professional staff, and agrees to defend, indemnify and hold AESI and/or its professional staff harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumed hazardous substances being left on site after their containerization by AESI. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances and potentially contaminated drill cuttings, drilling fluids and wash water, if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Soil, rock, water and/or other samples obtained from the project site are held by AESI for no longer than 30 calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from AESI's custody and transporting them to an authorized disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Due to the risks to which AESI is exposed, Client agrees to waive any claim against AESI and/or its personnel, and to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss arising from AESI's containing, labeling, transporting, testing, storing or other handling of contaminated samples. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination

Subsurface drilling and sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances off-site. Because subsurface sampling is a necessary aspect of the work which AESI will perform on Client's behalf, Client waives any claim against AESI and/or its personnel, and agrees to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by drilling or sampling. Client further agrees to compensate AESI for any time spent or expenses incurred by AESI in defense of any such claim, in accordance with AESI's prevailing fee schedule and expense reimbursement policy.

Ownership of Documents

All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproduces and other work developed by AESI are instruments of service and as such remain the property of Associated Earth Sciences, Inc.

Third Parties

All services performed by AESI and/or its personnel under this agreement are intended solely for the benefit of the client. Nothing contained herein shall confer any rights upon or create any duties on the part of AESI and/or its personnel toward any person or persons not a party to this agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of the above.

AESI shall not be responsible for the means, methods, or procedures of construction, nor for safety on the job site, nor for the contractor's failure to carry out the work in accordance with the contract documents.

Insurance

Associated Earth Sciences, Inc. maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence and we will furnish certificates of such insurance upon written request. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our General Liability Insurance coverage. AESI also maintains professional errors and omissions insurance. We will furnish certificates of such insurance upon written request. No provision contained in the agreement between AESI and Client shall be construed to void, vitiate or adversely affect any insurance coverage held by AESI.

Standard of Care

Services performed by AESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, and document or otherwise.

Limitation of Liability

To the fullest extent permitted by law, the total liability of AESI and its principals, personnel and employees, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty express or implied of AESI or its principals, employees or personnel shall not exceed \$50,000 or the total compensation received by AESI under this Agreement, whichever is less.

The Client further agrees to require the contractor and its subcontractors to execute an identical limitation of AESI's and/or its personnel's liability for damages suffered by the contractor or subcontractors arising from the professional acts, errors, or omissions of AESI and/or its personnel. Increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and upon Client's agreement to pay an additional fee commensurate with the increased risk. Any such increased limit of liability shall be established by written agreement signed by Client and AESI. As used in this section, the term "liability" means liability of any kind, whether in contract, tort, strict liability or otherwise, for any and all injuries, claims, losses, expenses, or damages arising out of or in any way related to services provided by or through AESI.

Waiver of Consequential Damages

Client expressly waives as to AESI all claims for lost profit or any other indirect, incidental or consequential damages of any nature.

Indemnification

Client shall indemnify, defend, and hold AESI and/or its personnel harmless against all claims, damages, losses, and expenses, including but not limited to attorney's fees and court costs arising out of or in any way related to the services provided by or through AESI; provided that such defense and indemnification obligations shall not apply to claims, damages, losses or expenses that arise out of bodily injury to persons or damage to property to the extent caused by AESI's sole negligence; provided further that Client shall indemnify AESI against liability for damages, losses, or expenses arising out of bodily injury to persons or damage to property and caused by or resulting from the concurrent negligence of Client, its agents or employees and AESI, only to the extent of the negligence of parties other than AESI.

CLIENT AND AESI AGREE THAT THE PRECEDING PARAGRAPHS RELATING TO LIMITATIONS OF LIABILITY, WAIVER OF CONSEQUENTIAL DAMAGES AND INDEMNIFICATION WERE MUTUALLY NEGOTIATED AND THAT BUT FOR THE INCLUSION OF THOSE PROVISIONS AESI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, OR AESI'S COMPENSATION UNDER THIS AGREEMENT WOULD HAVE BEEN HIGHER.

Stability of Slopes

The Client also recognizes that risk is inherent with any site involving slopes and Client agrees to accept full responsibility for these risks. Client states that he understands that the information obtained or recommendations made may help to reduce the Client's risks and that no amount of engineering or geologic analysis can yield a guarantee of stable slopes. Therefore, in cases where there is no fault (i.e. no professional errors, omissions or negligence), Client agrees to hold harmless, defend, and indemnify AESI and/or its professional staff for claims from any source in the event of slope movement and any damage resulting.

Billing

Invoices will be submitted once per month and are payable upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be added to any account not paid within 30 days.

Termination

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as required to place our files in order as we consider necessary to protect our professional reputation. At our discretion, a termination charge may also be made to cover our proposal and administrative costs relating to the project.

Integration

These General Conditions along with AESI's proposal letter constitute the agreement between AESI and Client, contain the entire understanding between the parties in connection with the subject matter, and supersede and replace all prior negotiations, agreements or representations, whether oral or written. These General Conditions take priority over any conflicting provisions contained within AESI's proposal. No modifications or changes to the agreement shall be effective or binding unless affirmed in writing by the party sought to be bound by the change or modification.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Public Works Services Manager Skip Knutsen, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	Consent
SUBJECT:	Amendment No. 1 to the Solid Waste Financial Assistance Agreement SWMLSWFA-2023-MaryPW-00157 with the Department of Ecology
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute Amendment No.1 to the Solid Waste Financial Assistance Agreement with the Department of Ecology.
SUMMARY:	Authorization is requested to sign and execute Amendment No. 1 to Agreement SWMLSWFA-2023-MaryPW-00157 between the State of Washington Department of Ecology and the City of Marysville. This amendment will decrease the agreement total eligible cost from \$71,860.00 to \$55,255.06, an overall decrease of \$17,860.00. Decreased funds from this agreement will be re-obligated to other agreements through the Department of Ecology “unspent” process. With this amendment, the City of Marysville will spend \$55,255.06 to properly dispose of 16 tons of garbage from homeless encampments.

ATTACHMENTS:

[WAECOL_Amendment_Report \(1\).pdf](#)
[DOE Solid Waste Management Original Agreement.pdf](#)



AMENDMENT NO. 1
TO AGREEMENT NO. SWMLSWFA-2023-MaryPW-00157
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF MARYSVILLE

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CITY OF MARYSVILLE (RECIPIENT) for the City of Marysville (PROJECT).

This amendment will decrease the agreement total eligible cost by \$16,604.94 from \$71,860.00 to \$55,255.06 (and by \$12,453.71 from \$53,895.00 to \$41,441.29 in state share).

Decreased funds from this agreement will be re-obligated to other agreement(s) through the “unspent” process. The scope of work remains the same, expected outcomes decrease as follows:

- Garbage Cleaned is reduced from 30 tons to 16 tons
- Encampments Managed is reduced from 10 to 8
- Total Cleanups is reduced from 40 to 15

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 71,860.00 Amended: 55,255.06

Total Eligible Cost:

Original: 71,860.00 Amended: 55,255.06

Project Short Description:

Original:

The City of Marysville will spend \$71,860.00 to properly dispose of 30 tons of garbage from homeless encampments.

Amended:

The City of Marysville will spend \$55,255.06 to properly dispose of 16 tons of garbage from homeless encampments.

CHANGES TO THE BUDGET

Funding Distribution EG240052

Funding Title: City of Marysville

Funding Type: Grant
 Funding Effective Date: 07/01/2023 Funding Expiration Date: 06/30/2025
 Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect: 30%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

City of Marysville	Task Total
Homeless Encampment Response	\$ 55,255.06

Total: \$ 55,255.06

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost: \$55,255.06**

Task Title: Homeless Encampment Response

Task Description:

ACTIVITY - CLEANUP

RECIPIENT employees will coordinate with other departments and local agencies to cleanup active and or abandoned encampments and continue to keep them clean. RECIPIENT employees may investigate active and or abandoned encampments to assess and prioritize cleanup. Cleanup and disposal are eligible on publicly owned sites/locations only. Cleanup of Federal land is allowed when the RECIPIENT coordinates with federal agencies prior to cleanup.

RECIPIENT may contract for assistance with this task. Reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.

RECIPIENT is encouraged to review the Master Contract provided by Department of Enterprise Services (DES) for information about vendors with experience to clean up and dispose of materials that meet the RECIPIENT's specific circumstances and need.

RECIPIENT or delegate is responsible for safety training and oversight of cleanup crewmembers. RECIPIENT will follow all applicable county or state road setup procedures as determined by the appropriate County or State officials during cleanup. RECIPIENT will provide appropriate Personal Protective Equipment (PPE) for all workers. PPE can include safety vests, gloves, eye protection, and any other supplies or tools necessary to complete the work safely.

RECIPIENT will take collected litter to a permitted solid waste facility and recycle materials whenever possible or coordinate with WSDOT for pickup of litter on state roads.

ACTIVITY – INFRASTRUCTURE, PURCHASED SERVICES

RECIPIENT may purchase services to provide portable toilets and or garbage collection at shelter-in-place locations and other locations where the RECIPIENT has previously assessed these services are practical. RECIPIENT employees and or contractors will investigate active encampments to assess the level of infrastructure needed.

Costs Eligible for Reimbursement

- Staff salaries and benefits, including indirect not to exceed 30%
- Supplies for cleanup: bags, protective gear
- Cleanup costs: time, transportation, and disposal of materials from encampments
- Time: planning/coordination of cleanup
- Mileage or fuel and maintenance costs proportionate to vehicle use for homeless encampment cleanup
- Costs not listed here but pre-approved in writing by ECOLOGY

Cost Ineligible for Reimbursement

- Costs not specifically identified or pre-approved in writing by ECOLOGY
- Costs not supported with required documentation

Task Goal Statement:

The goal of this task is to protect the environment through cleanup and prevent continued environmental harm at encampments.

Task Expected Outcome:

Anticipating multiple cleanups at the same encampment, RECIPIENT must track and report the number of encampments cleaned, and the number of cleanups performed at each encampment. Actual outcomes must be reported in the Outcomes Data Collection section of the Spending Plan and Outcomes Data Collection form in EAGL.

With the task budget, RECIPIENT estimates,

- 16 tons of garbage properly disposed of (cleaned up)
- 8 encampments managed
- 15 total cleanups performed

Recipient Task Coordinator: Kari Chennault

Deliverables

Number	Description	Due Date
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1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	
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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
City of Marysville	25 %	\$ 13,813.77	\$ 41,441.29	\$ 55,255.06
Total		\$ 13,813.77	\$ 41,441.29	\$ 55,255.06

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CITY OF MARYSVILLE

By: _____

Peter Lyon _____ Date _____

Solid Waste Management _____

Program Manager _____

By: _____

Harold C Knutsen _____ Date _____

Solid Waste | Fleet Services Supervisor

Jon Nehring

Mayor, City of Marysville Date

Template Approved to Form by
Attorney General's Office



Agreement No. SWMLSWFA-2023-MaryPW-00157

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and CITY OF MARYSVILLE, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	City of Marysville
Total Cost:	\$71,860.00
Total Eligible Cost:	\$71,860.00
Ecology Share:	\$53,895.00
Recipient Share:	\$17,965.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning & Implementation

Project Short Description:

The City of Marysville will spend \$71,860.00 to properly dispose of 30 tons of garbage from homeless encampments.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

State of Washington Department of Ecology

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

RECIPIENT INFORMATION

Organization Name: CITY OF MARYSVILLE

Federal Tax ID: 91-6001459

UEI Number: KENDBGSMVPQ7

Mailing Address: 80 Columbia Ave.
Marysville, WA 98270

Physical Address: 80 Columbia Ave.
Marysville, Washington 98270

Contacts

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

Project Manager	Harold Knutsen Solid Waste Fleet Services Supervisor 80 Columbia Ave. Marysville, Washington 98270 Email: sknutsen@marysvillewa.gov Phone: (360) 363-8100
Billing Contact	Andrew Hougan Financial Analyst 80 Columbia Ave. Marysville, Washington 98270 Email: ahougan@marysvillewa.gov Phone: (360) 363-8100
Authorized Signatory	Harold C Knutsen Solid Waste Fleet Services Supervisor 80 Columbia Ave. Marysville, Washington 98270 Email: sknutsen@marysvillewa.gov Phone: (360) 363-8100

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Olivia Carros PO Box 330316 Shoreline, Washington 98133-9716 Email: ocar461@ecy.wa.gov Phone: (360) 995-3980
Financial Manager	Olivia Carros PO Box 330316 Shoreline, Washington 98133-9716 Email: ocar461@ecy.wa.gov Phone: (360) 995-3980

State of Washington Department of Ecology

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

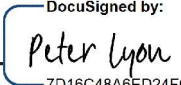
No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

CITY OF MARYSVILLE

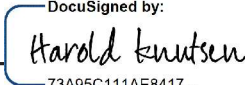
By:  9/12/2023
DocuSigned by: 7D16C48A6ED24F6...

Peter Lyon Date

Solid Waste Management

Acting Program Manager

Template Approved to Form by
Attorney General's Office

By:  8/18/2023
DocuSigned by: 73A95C111AE8417...

Harold C Knutsen Date

Solid Waste | Fleet Services Supervisor

State of Washington Department of Ecology
Agreement No: SWMLSWFA-2023-MaryPW-00157
Project Title: City of Marysville
Recipient Name: CITY OF MARYSVILLE

Jon Nehring

DocuSigned by:



A8AE51528DE9478...

9/12/2023

Mayor, City of Marysville

Date

State of Washington Department of Ecology

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

SCOPE OF WORK

Task Number: 1

Task Cost: \$71,860.00

Task Title: Homeless Encampment Response

Task Description:**ACTIVITY - CLEANUP**

RECIPIENT employees will coordinate with other departments and local agencies to cleanup active and or abandoned encampments and continue to keep them clean. RECIPIENT employees may investigate active and or abandoned encampments to assess and prioritize cleanup. Cleanup and disposal are eligible on publicly owned sites/locations only. Cleanup of Federal land is allowed when the RECIPIENT coordinates with federal agencies prior to cleanup.

RECIPIENT may contract for assistance with this task. Reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.

RECIPIENT is encouraged to review the Master Contract provided by Department of Enterprise Services (DES) for information about vendors with experience to clean up and dispose of materials that meet the RECIPIENT's specific circumstances and need.

RECIPIENT or delegate is responsible for safety training and oversight of cleanup crewmembers. RECIPIENT will follow all applicable county or state road setup procedures as determined by the appropriate County or State officials during cleanup. RECIPIENT will provide appropriate Personal Protective Equipment (PPE) for all workers. PPE can include safety vests, gloves, eye protection, and any other supplies or tools necessary to complete the work safely.

RECIPIENT will take collected litter to a permitted solid waste facility and recycle materials whenever possible or coordinate with WSDOT for pickup of litter on state roads.

ACTIVITY – INFRASTRUCTURE, PURCHASED SERVICES

RECIPIENT may purchase services to provide portable toilets and or garbage collection at shelter-in-place locations and other locations where the RECIPIENT has previously assessed these services are practical. RECIPIENT employees and or contractors will investigate active encampments to assess the level of infrastructure needed.

Costs Eligible for Reimbursement

- Staff salaries and benefits, including indirect not to exceed 30%
- Supplies for cleanup: bags, protective gear
- Cleanup costs: time, transportation, and disposal of materials from encampments
- Time: planning/coordination of cleanup
- Mileage or fuel and maintenance costs proportionate to vehicle use for homeless encampment cleanup
- Costs not listed here but pre-approved in writing by ECOLOGY

Cost Ineligible for Reimbursement

- Costs not specifically identified or pre-approved in writing by ECOLOGY

State of Washington Department of Ecology

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

- Costs not supported with required documentation

Task Goal Statement:

The goal of this task is to protect the environment through cleanup and prevent continued environmental harm at encampments.

Task Expected Outcome:

Anticipating multiple cleanups at the same encampment, RECIPIENT must track and report the number of encampments cleaned, and the number of cleanups performed at each encampment. Actual outcomes must be reported in the Outcomes Data Collection section of the Spending Plan and Outcomes Data Collection form in EAGL.

With the task budget, RECIPIENT estimates,

- 30 tons of garbage properly disposed of (cleaned up)
- 10 encampments managed
- 40 total cleanups performed

Recipient Task Coordinator: Kari Chennault

Homeless Encampment Response**Deliverables**

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

State of Washington Department of Ecology

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

BUDGET**Funding Distribution EG240052**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: City of Marysville

Funding Type: Grant

Funding Effective Date: 07/01/2023

Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

City of Marysville	Task Total
Homeless Encampment Response	\$ 71,860.00

Total: \$ 71,860.00

State of Washington Department of Ecology

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
City of Marysville	25.00 %	\$ 17,965.00	\$ 53,895.00	\$ 71,860.00
Total		\$ 17,965.00	\$ 53,895.00	\$ 71,860.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTS of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

State of Washington Department of Ecology

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

State of Washington Department of Ecology

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM>> exclusion list.

State of Washington Department of Ecology

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

GENERAL TERMS AND CONDITIONS**Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology****GENERAL TERMS AND CONDITIONS**

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

State of Washington Department of Ecology

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

State of Washington Department of Ecology

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this 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.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Ecology Solid Waste Management EAGL Grant Document – Review and Approval Process Router for DocuSign

This router helps to indicate completion of document routing steps in the signature process. When the designated individuals for each step have completed and submitted their initials in DocuSign, the next step in the signature workflow is automatically initiated.

<i>(Person to Receive in Order)</i>	Initial	Date
Grant Recipient - Primary Contact Please review the document using the guidance in the email. When the document is ready for your organization's signatures, please initial here. The document will then be routed to your organization's authorized signatories.		8/17/2023
Ecology – Statewide Grants Coordinator Please review the document to confirm it is ready to be routed to the SWM Program Manager for Ecology signature. When ready, please initial here.		9/12/2023
Ecology - SWM SRS Administrative Assistant Please upload the signed document in EAGL using the guidance in the email. After the signed document is uploaded in EAGL, please initial here.		9/14/2023



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Engineering

ITEM TYPE: Public Hearing

AGENDA SECTION: **Public Hearings**

SUBJECT: An **Ordinance** Vacating a 20-Foot-Wide Portion of Unopened Alleyway Lying Between Lots 1, 2, 3, 7, 8, and 9, per the Plat of Nilsens Addition to Lakewood, Recorded under AFN 116403.

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

SUMMARY: Myron Gemmer and his firm “Gem Enterprises” have filed a petition to have a portion of 172nd Alley right-of-way (ROW) vacated. The vacation area includes approximately 3,820 sq.ft. of area north of 172nd St, and a short distance west of the BNSF tracks. The City has no plans to utilize this portion of right-of-way, and it is in a location that is unlikely to support a future public roadway. The applicant has provided an appraisal which values the property at \$80,000. In accordance with MMC 12.32.030, a public hearing is required to consider the vacation of the existing public ROW. Resolution No. 2562 was approved by City Council on December 9, 2024, to set a public hearing date for January 13, 2025. City staff recommends City Council hold a public hearing to consider the vacation and to approve the ordinance, subject to the compensation of \$80,000 paid to the City by the petitioner.

ATTACHMENTS:

[06 Lakewood Vacation Ordinance.pdf](#)
[03 Vacation Exhibits - Lakewood Heights.pdf](#)
[01 Vacation Petition - Lakewood Heights.pdf](#)
[02 Vacation Vicinity Map - Lakewood Heights.pdf](#)
[Resolution 2562.pdf](#)
[05 Public Notice - Lakewood Heights.pdf](#)
[04 Vacation Appraisal - Lakewood Heights.pdf](#)
[Chapter 12.32 VACATION OF STREETS AND ALLEYS.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
VACATING A 20 FOOT WIDE PORTION OF UNOPENED ALLEYWAY LYING
BETWEEN LOTS 1, 2, 3, 7, 8, AND 9 , PER THE PLAT OF NILSENS ADDITION
TO LAKEWOOD, RECORDED UNDER AFN 116403.**

WHEREAS, a petition for a right-of-way vacation was submitted on September 12, 2024, on behalf of Myron Gemmer and Gem Enterprises, LLC, owners of all parcels adjacent to the requested right-of-way vacation area, including the following Snohomish County Assessor Parcel Numbers: 31051900401100 (1507 172nd St NE), 00530800100700 (1605 172nd St NE), 00530800100800 (no address), 00530800100901 (no address), 00530800100902 (1619 172nd St NE).

WHEREAS, the petition sought to vacate a section of unopened right-of-way identified on the Nilsens Addition to Lakewood, which was recorded in 1907, under AFN 116403, which section of unopened right-of-way is legally described in **Exhibit A** and depicted in **Exhibit B** (hereafter referred to as the “Subject Right-of-Way”); and

WHEREAS, the Subject Right-of-Way was historically part of a larger subdivision, however, a number of the surrounding streets identified in that subdivision were subsequently vacated in 1943; and the previously established lots on the north side of the Subject Right-of-Way were subsequently consolidated; and

WHEREAS, on December 9, 2024, the City Council adopted Resolution 2562, which established January 13, 2025 as the date on which a public hearing would be held to consider the vacation of the portion of right-of-way contemplated herein; and

WHEREAS, 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 3,820 square feet; and

WHEREAS, the Council considered the evidence presented at the public hearing and has determined that vacation for the portion of right-of-way contemplated herein would satisfy the following criteria contained in MMC 12.32.060, specifically:

- (a) The vacation will provide a public benefit, by allowing for the utilization of property that is otherwise not being put to use, and by reducing the City’s maintenance obligations;
- (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 portion of right-of-way 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.

WHEREAS, the petitioner provided the City an appraisal of the fair market value of the Subject Right-of-Way in compliance with MMC 12.32.050(2), which fair market value was determined to be eighty thousand dollars (\$80,000.00), and

WHEREAS, the City Council will require compensation in the amount of \$80,000.00 as a condition of 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. The portion of right-of-way which is legally described in **Exhibit A**, and depicted in **Exhibit B**, attached hereto (the “Subject Right-of-Way”), is approved to be vacated upon satisfaction of the conditions set forth herein. The Council, having considered the recommendation of the City Engineer, has determined that, as a condition of the vacation of the Subject Right-of-Way, the petitioners shall be required to compensate the City in the amount of eighty thousand dollars (\$80,000.00). The vacation of the Subject Right-of-Way will not become effective until the compensation of \$80,000.000 is paid to the City.

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. Correction. 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. The vacation of the Subject Right-of-Way shall become effective upon (a) compensation being paid to the City as described in Section 1, and (b) recordation of this Ordinance as described in Section 5.

Section 5. Recordation. A certified copy of this ordinance will be recorded by the City of Marysville with the Snohomish County Auditor after its publication. Such recordation shall not occur until the compensation contemplated in Section 1 is paid to the City.

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

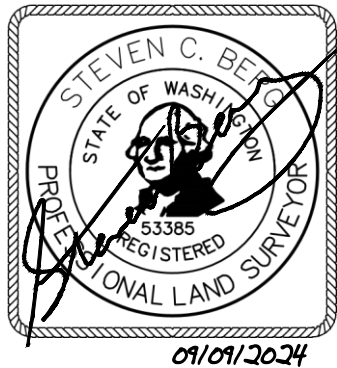
Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

**RIGHT OF WAY VACATION
LEGAL DESCRIPTION**

THAT PORTION OF ALLEY LYING BETWEEN LOTS 1, 2, 3, 7, 8, AND 9, ALL IN BLOCK 1, NILSON'S ADDITION TO LAKEWOOD, ACCORDING TO THE PLAT THEREOF RECORDED UNDER VOLUME 6 OF PLATS, PAGE 51, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SAID DESCRIPTION CONTAINS 3,820 SQUARE FEET OR 0.0877 ACRES, MORE OR LESS.

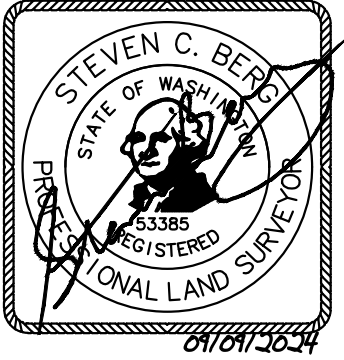
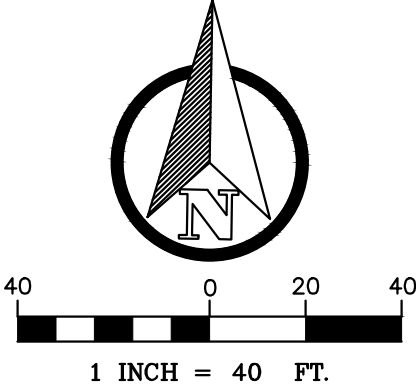
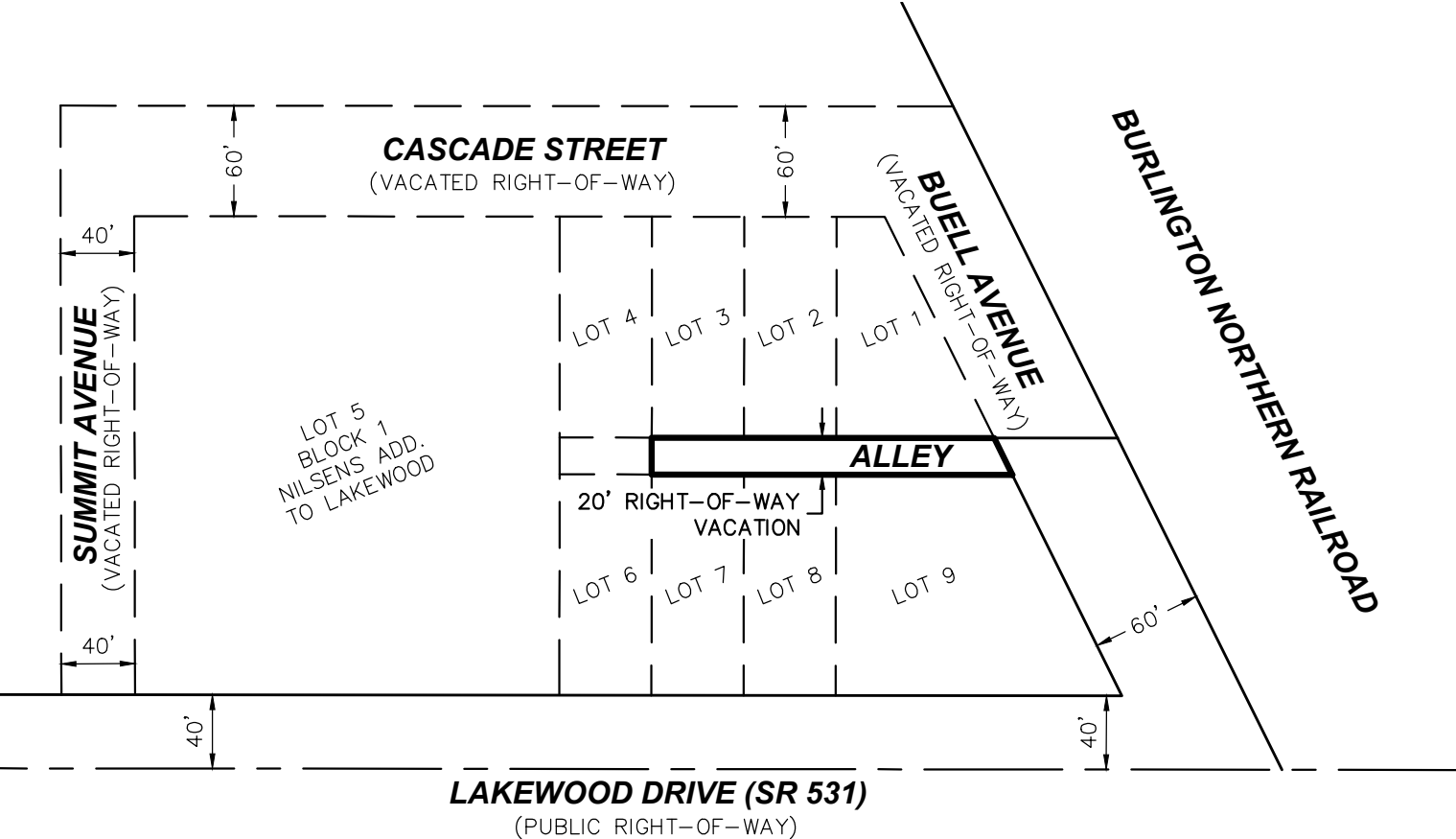


GEMMER EAST
JOB NO. 20-72
MAY 15, 2024

STEVEN C. BERG, P.L.S.
NORTH PEAK ASSOCIATES LLC
17270 WOODINVILLE REDMOND RD NE, STE 705
WOODINVILLE, WASHINGTON 98072

EXHIBIT A

SE 1/4 OF THE SE 1/4, SEC. 19, TWP. 31 N., RGE. 5 E., W.M.



APPROVAL: _____ DATE: _____

EXHIBIT B ROW TO BE VACATED SNOHOMISH COUNTY MARYSVILLE WASHINGTON	NORTH PEAK ASSOCIATES LLC PROFESSIONAL LAND SURVEYORS
	17270 WOODINVILLE REDMOND RD. NE, STE 705 (206) 601-4682 WOODINVILLE, WA DATE: 05/07/2024 98072-9088 JOB NO.: 20-72



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 chargers 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 area contained in the proposed alley vacation is part of the approved City of Marysville Boundary Line Adjustment, submitted under no. BLA24-004. The current use of the neighboring properties are residential and farmland. However, the properties have been rezoned as mixed-use. This vacation would allow the development of the mixed use property, which would benefit the public.

- 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:*

The proposed vacation is over an unimproved alleyway which is currently being maintained by the neighboring property owners as farmland and as residential backyards. There is no circulation by the community that would be adversely affected, nor would any street patterns.

- c. *The public need shall not be adversely affected:*

As the alley is unimproved and is being maintained by the neighboring property owners, the public would not be adversely affected.

(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:

A portion of the alley was already vacated in 1943. This proposed vacation would vacate the remaining portion. The property has been rezoned from residential to mixed use, and the alleyway is of no future public use.

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

Correct. No abutting owner will become landlocked.

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

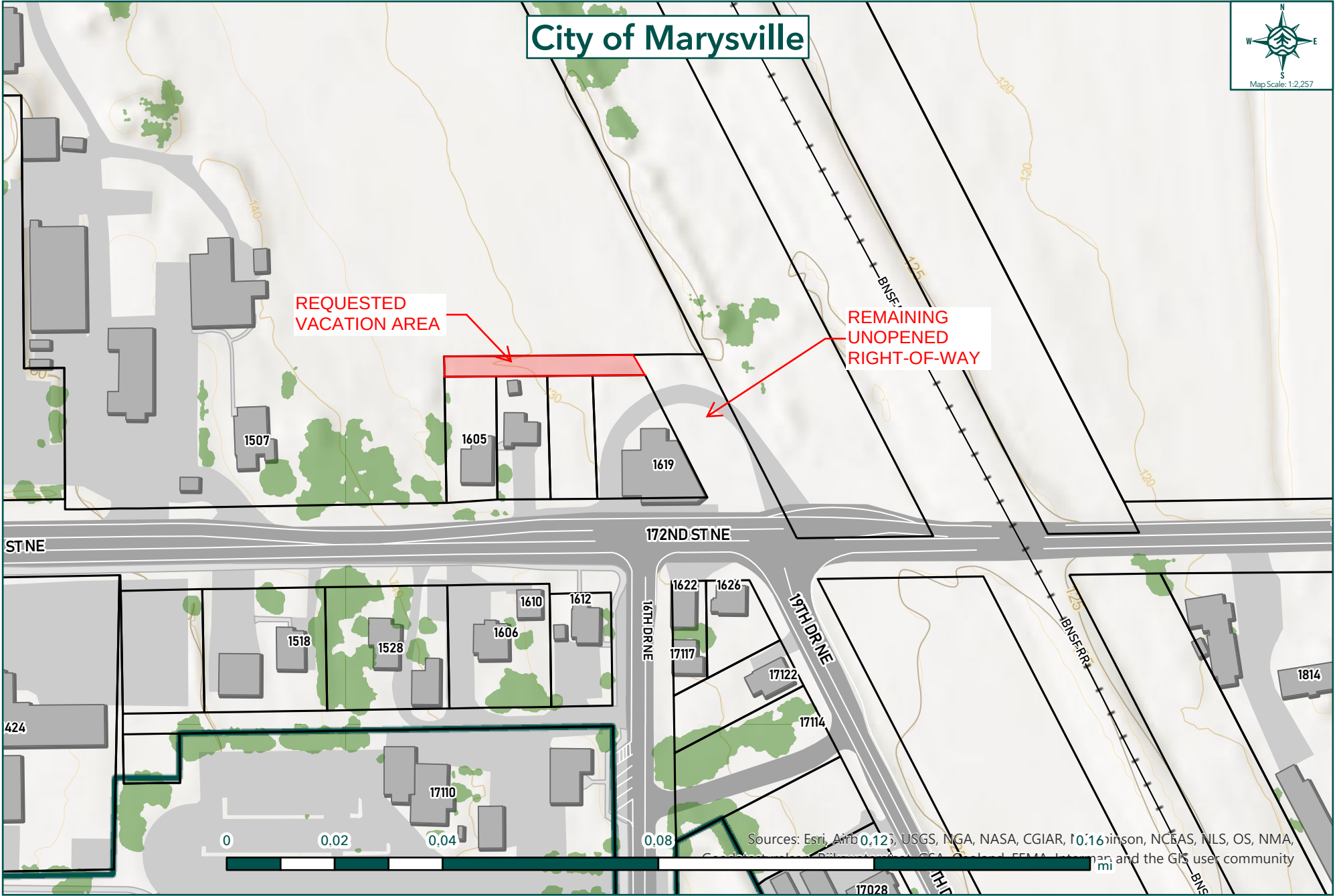
Dated this 12th day of September, 2024

LIST OF PETITIONERS			
Tax Parcel Number	Property Address	Property Owner Name	Property Owner Signature
31051900401100	1507 172ND ST NE	Myron Gemmer	Myron Gemmer
00530800100700	1605 172ND ST NE	Gem Enterprises LLC	Myron Gemmer
00530800100800	N/A	Gem Enterprises LLC	Myron Gemmer
00530800100901	N/A	Gem Enterprises LLC	Myron Gemmer
00530800100902	1619 172ND ST NE	Myron Gemmer	Myron Gemmer

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

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270



- Legend**
- MSVL Parcels
 - City of Marysville

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. 2562

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ESTABLISHING JANUARY 13TH, 2025 AS THE DATE UPON WHICH A PUBLIC HEARING SHALL BE HELD BEFORE THE MARYSVILLE CITY COUNCIL TO CONSIDER THE VACATION OF AN UNOPENED ALLEYWAY ADJACENT TO 1605 172ND STREET NE.

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 September 12, 2024, the City of Marysville received a petition to vacate a portion of an alleyway adjacent to 1605 172nd Street, NE (the "Subject Right-of-Way"), a copy of which is attached as **Exhibit A**; and

WHEREAS, Subject Right-of-Way was historically part of a larger alleyway, however the remainder of the alleyway was vacated in 1943; and

WHEREAS, 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 3,820 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, January 13, 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 in **Exhibit B**, and depicted in **Exhibit C**, 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 9th day of December, 2024.

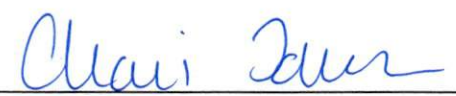
CITY OF MARYSVILLE

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 chargers 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 area contained in the proposed alley vacation is part of the approved City of Marysville Boundary Line Adjustment, submitted under no. BLA24-004. The current use of the neighboring properties are residential and farmland. However, the properties have been rezoned as mixed-use. This vacation would allow the development of the mixed use property, which would benefit the public.

- 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:*

The proposed vacation is over an unimproved alleyway which is currently being maintained by the neighboring property owners as farmland and as residential backyards. There is no circulation by the community that would be adversely affected, nor would any street patterns.

- c. *The public need shall not be adversely affected:*

As the alley is unimproved and is being maintained by the neighboring property owners, the public would not be adversely affected.

(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:

A portion of the alley was already vacated in 1943. This proposed vacation would vacate the remaining portion. The property has been rezoned from residential to mixed use, and the alleyway is of no future public use.

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

Correct. No abutting owner will become landlocked.

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 12th day of September, 2024

LIST OF PETITIONERS			
Tax Parcel Number	Property Address	Property Owner Name	Property Owner Signature
31051900401100	1507 172ND ST NE	Myron Gemmer	<i>Myron Gemmer</i>
00530800100700	1605 172ND ST NE	Gem Enterprises LLC	<i>Myron Gemmer</i>
00530800100800	N/A	Gem Enterprises LLC	<i>Myron Gemmer</i>
00530800100901	N/A	Gem Enterprises LLC	<i>Myron Gemmer</i>
00530800100902	1619 172ND ST NE	Myron Gemmer	<i>Myron Gemmer</i>

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

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270

**RIGHT OF WAY VACATION
LEGAL DESCRIPTION**

THAT PORTION OF ALLEY LYING BETWEEN LOTS 1, 2, 3, 7, 8, AND 9, ALL
IN BLOCK 1, NILSON'S ADDITION TO LAKEWOOD, ACCORDING TO THE PLAT
THEREOF RECORDED UNDER VOLUME 6 OF PLATS, PAGE 51, RECORDS OF
SNOHOMISH COUNTY, WASHINGTON.

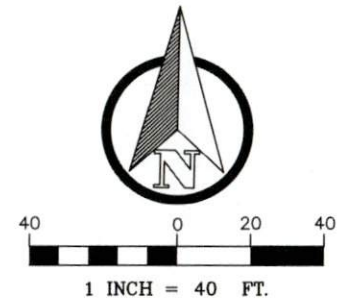
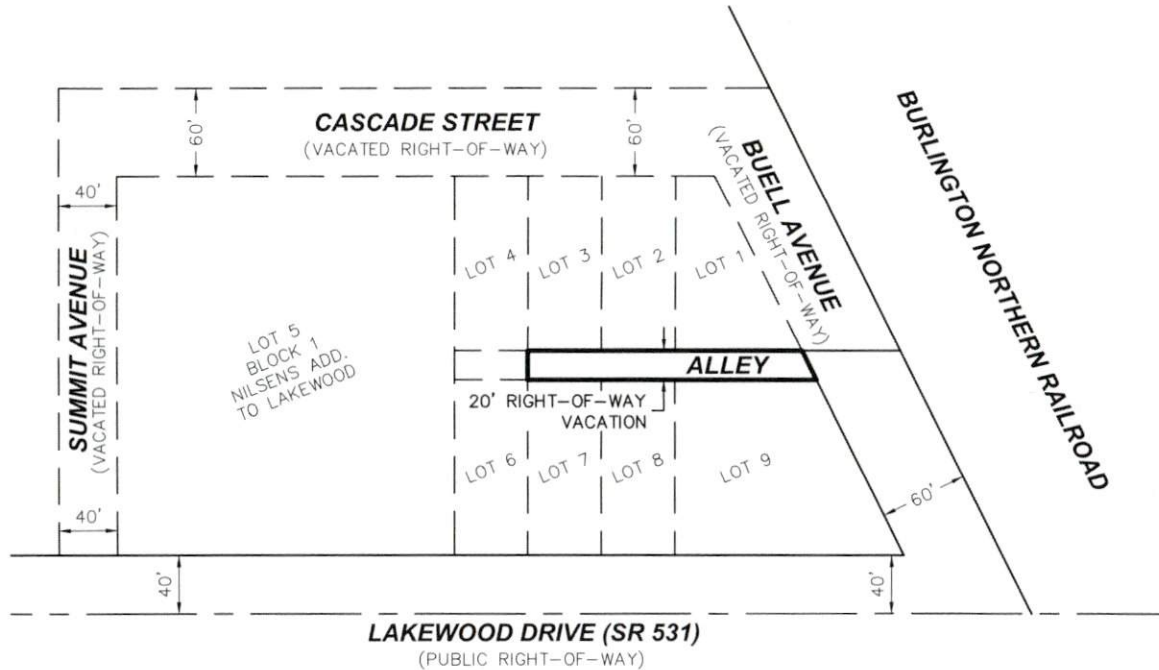
SAID DESCRIPTION CONTAINS 3,820 SQUARE FEET OR 0.0877 ACRES, MORE
OR LESS.



GEMMER EAST
JOB NO. 20-72
MAY 15, 2024

STEVEN C. BERG, P.L.S.
NORTH PEAK ASSOCIATES LLC
17270 WOODINVILLE REDMOND RD NE, STE 705
WOODINVILLE, WASHINGTON 98072

SE 1/4 OF THE SE 1/4, SEC. 19, TWP. 31 N., RGE. 5 E., W.M.



APPROVAL: _____ DATE: _____

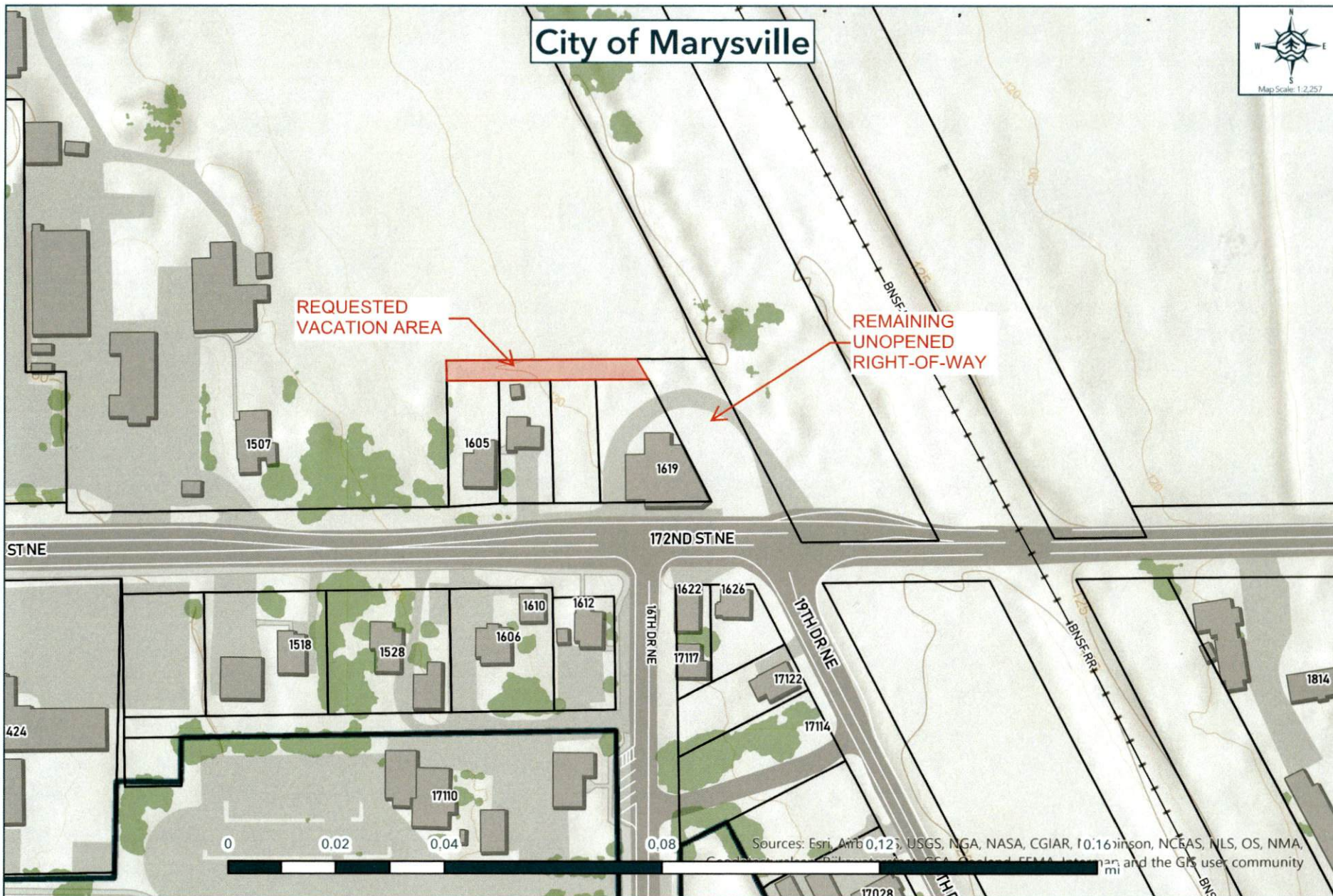
EXHIBIT B
ROW TO BE VACATED
SNOHOMISH COUNTY

MARYSVILLE

WASHINGTON

NORTH PEAK ASSOCIATES LLC
PROFESSIONAL LAND SURVEYORS

17270 WOODINVILLE REDMOND RD. NE, STE 705 (206) 601-4682
WOODINVILLE, WA DATE: 05/07/2024
98072-9088 JOB NO.: 20-72



Legend

MSVL Parcels

City of Marysville



NOTICE OF PUBLIC HEARING

File Number: PREA24-020

File Name: MJS Multi-Family

Proposal:

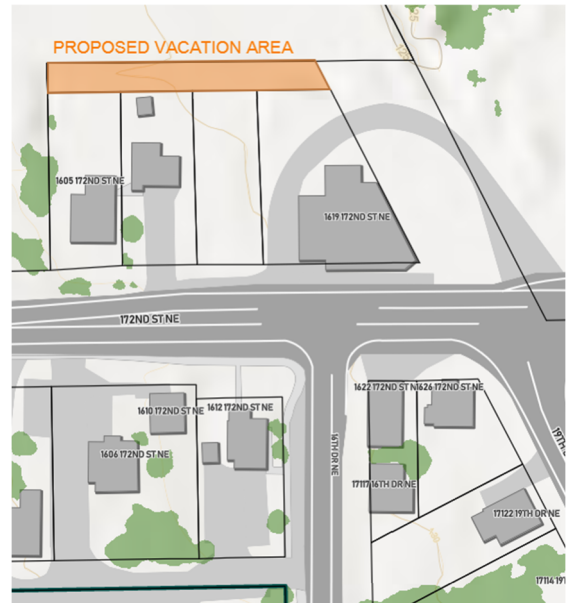
A petition has been filed with the City of Marysville, in accordance with MMC Chapter 12.32, requesting vacation of an unopened portion of right-of-way, as depicted on the figure here.

Location:

Approximately 170-ft north of the intersection of 172nd St NE & 16th Dr NE.

City Contact:

Ken McIntyre, Development Services Manager
kmcintyre@marysvillewa.gov
(360) 363-8224



Hearing Details:

Before the Marysville City Council
Marysville City Hall - Council Chambers
501 Delta Avenue (2nd Floor)
Marysville, WA 98270
Monday, January 13, 2025 at 7:00pm

Any person may appear and be heard in-support-of, or in-opposition-to the proposed right-of-way vacation. Additional information may be obtained at Marysville City Hall, located at 501 Delta Avenue, Marysville, WA 98270.

Special Accommodations:

The City of Marysville Strives to provide accessible meetings for people with disabilities. Please contact the ADA Coordinator at (360) 363-8084 or 1-800-833-6399 (TDD Only) or 1-800-833-6384 (Voice Relay) two days prior to the meeting date if any special accommodations are needed.

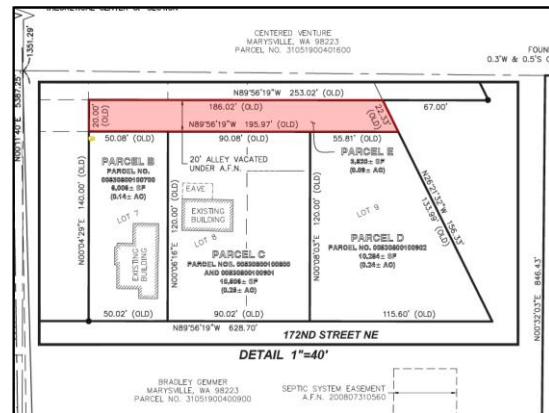
Appraisal Report

Property Type:

Public right-of-way vacation and acquisition.

Located at:

Alleyway adjacent to 1605 172nd St
Marysville, WA 98271



Prepared For & Contact:

Steven Berg
Client

Effective Date:

October 3, 2024 (Date of Site Visit)

Job No.:

C24-210

Prepared By:

Patrick M. Lamb, MAI
WA State General Certified Appraiser
Certification No. 1101646

Brendan Nolan

WA State General Certified Appraiser
Certification No. 24019259

Letter of Transmittal

October 4, 2024

Steven Berg
c/o Steven Berg, Client
206-354-7015
stevenb@northpeakassociates.com

RE: Public right-of-way vacation and acquisition located at Alleyway adjacent to 1605
172nd St, Marysville, WA 98271.

As requested, we have personally inspected and appraised the subject property, more particularly described in detail within the following appraisal report. The purpose of this report is to provide an opinion of value under the following appraisal premises: (1) express the fair market value of the subject property in the before state prior to the acquisition of the vacated right-of-way (ROW) segment as of the effective date; (2) express the fair market value of the subject in the after situation as if the right-of-way segment acquisition had been completed as of the same effective date; and (3) allocate the damages and/or special benefits, if any, to the newly formed real property and property rights. The intended use of this report is to assist the client in acquiring the right-of-way segment from the City of Marysville.

In the before state, the site consists of four contiguous parcels containing a combined 27,878 (0.64 acres) of land area, zoned MU (Mixed Use) by the City of Marysville. The parcels range in size from 5,277 SF (0.12 acres) to 10,454 SF (0.24 acres). The site is improved with three interim-use structures: a 6,399 SF retail building originally constructed in 1911, a 1,383 SF single-family residence originally constructed in 1922, and a detached storage garage. Given current market conditions and redevelopment trends in the area, it is reasonable to conclude that the existing buildings have reached the end of their economic life and should be demolished to facilitate expanded higher-density residential development. Therefore, the property's value is equal to the underlying land value, with the contribution of the interim-use structures offset by holding and demolition costs prior to redevelopment.

In the after state, the site size will gain an additional 3,820 SF of land area upon the acquisition of a segment of the public right-of-way along the northern edge of the site. As per a survey performed by North Peak Associates, LLC, the acquired area is mostly rectangular and is roughly 196 feet long on the southern side, 186 feet long on the northern side, and generally 20 feet to 23 feet deep. Following the acquisition, the new total land area for the site will be 31,698 SF.

Considering the use of the vacated right of way is for public uses only, the proposed acquisition area is valued using the "Across the Fence (ATF)" methodology, which is an appraisal tool frequently used in valuation assignments where the acquisition of public property is part of an adjacent development. The ATF method applies the zoning of the immediately surrounding land uses as a reasonably acceptable alternative use, which calls for mixed use development.

Resulting from our investigation and analysis, the final opinion of value in the before and after state, as of the effective date, October 3, 2024, (date of site visit), is reported as follows:

Final Reconciliation of Value	
Appraisal Premise	\$ Indication
Opinion of Land Value Before Acquisition, Rounded	\$585,000
Opinion of Land Value After Acquisition, Rounded	\$665,000
Value Difference, Rounded	\$80,000

The Appraisal Report analyzes real property components and fixtures that are typically included in the transfer of like kind property. The report does not include items of equipment, stock, inventory, tools, furniture, or any other items, movable or immovable, of a personal nature. To the best of our ability and knowledge, this appraisal was done according to the appropriate guidelines set forth in Standards 1 and 2 of the Uniform Standards of Professional Appraisal Practices (USPAP), as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

If you have any questions or require additional information at this time, please do not hesitate to contact us. Your attention is directed to the following pages of data and analysis from which, in part, the above value conclusion was derived. Thank you for the opportunity to be of service.

Provided by;



Patrick M. Lamb, MAI
WA State General Certified Appraiser
Certification No. 1101646

Phone: (206) 838-1216
E-Mail: plamb@lhlappraisal.com



Brendan Nolan
WA State General Certified Appraiser
Certification No. 24019259

Phone: (206) 265-3162
E-Mail: bnolan@lhlappraisal.com

Certification

We certify that, to the best of our knowledge and belief:

- i. The statements of fact contained in this report are true and correct.
- ii. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- iii. We have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- iv. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- v. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- vi. Our 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.
- vii. Our analyses, or opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- viii. Patrick M. Lamb, MAI (WA State Certification No. 1101646) did not inspect the site, but did co-appraise the property and contributed report supervision and review. Brendan Nolan (WA State Certification No. 24019259) inspected the subject site, performed research and analysis, and wrote the report contained herein.
- ix. No one else provided significant Professional Appraisal assistance to the person(s) signing this certification.
- x. As of the reporting date, October 4, 2024, the certification of the signing licensed appraisers are up to date with the State of Washington Appraisal Licensing Division.
- xi. We certify that, to the best of our knowledge and belief, 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 the Standards of Professional Appraisal Practice of the Appraisal Institute.
- xii. Possession of this report, a copy, or any part thereof does not carry with it the right of publication.

- xiii. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected) shall be used for any purposes by anyone but the client specified in the report, without the previous written consent of the Appraiser. Nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the express written consent and approval of the undersigned.
- xiv. 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 Appraisal Practice of the Appraisal Institute.
- xv. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- xvi. As of the date of this report, I (Patrick M. Lamb, MAI) have completed the continuing education program for Designated Members of the Appraisal Institute.
- xvii. We have not performed any services, as an appraiser or in any other capacity, of the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Certification as of the reporting date, October 4, 2024;



Patrick M. Lamb, MAI
WA State General Certified Appraiser
Certification No. 1101646

Phone: (206) 838-1216
E-Mail: plamb@lhlappraisal.com



Brendan Nolan
WA State General Certified Appraiser
Certification No. 24019259

Phone: (206) 265-3162
E-Mail: bnolan@lhlappraisal.com

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Summary of Salient Facts

Client:	Steven Berg.
Intended Use:	The intended use of this report is to assist the client with negotiating an acquisition price for the segment of the public right-of-way to be acquired from the City of Tukwila. This report is not intended for any other use.
Intended Users:	Steven Berg and the City of Marysville are the only intended user of this report. No other party is intended to use this report.
Purpose of Appraisal:	The purpose of this report is to determine the fair market value of the segment of public right-of-way to be acquired from the City.
Property Appraised:	Alleyway adjacent to 1605 172nd St NE, Marysville, WA 98271.
Effective Date of Value:	October 3, 2024 (date of the site visit).
Completion / Reporting Date:	October 4, 2024.
Zoning:	Mixed Use (MU), City of Marysville.
Tax Parcel Number(s):	00530800100902, 00530800100901, 00530800100800, & 00530800100700, Snohomish County.
Acquisition Area:	3,820 SF, (0.09 acres) public right-of-way vacation.
Land Area:	
Before:	27,878 SF (0.64 acres)
After:	31,698 SF (0.73 acres).
Highest & Best Use:	
Before:	Low-density residential development
After:	Demolish the existing structures to ready the site for expanded residential, multi-family, or mixed-use development.

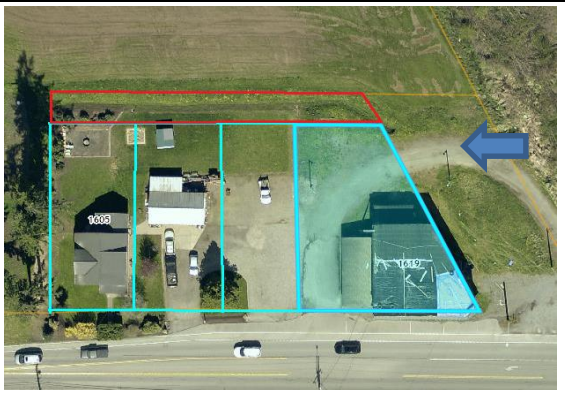
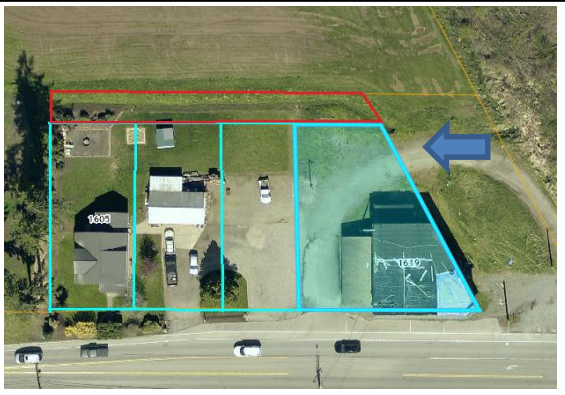
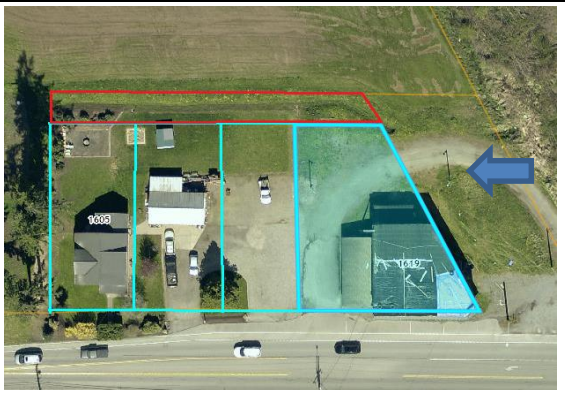
Subject Photographs Section

(Taken by Brendan Nolan on October 3, 2024)

[illegible]

Subject Photographs Section

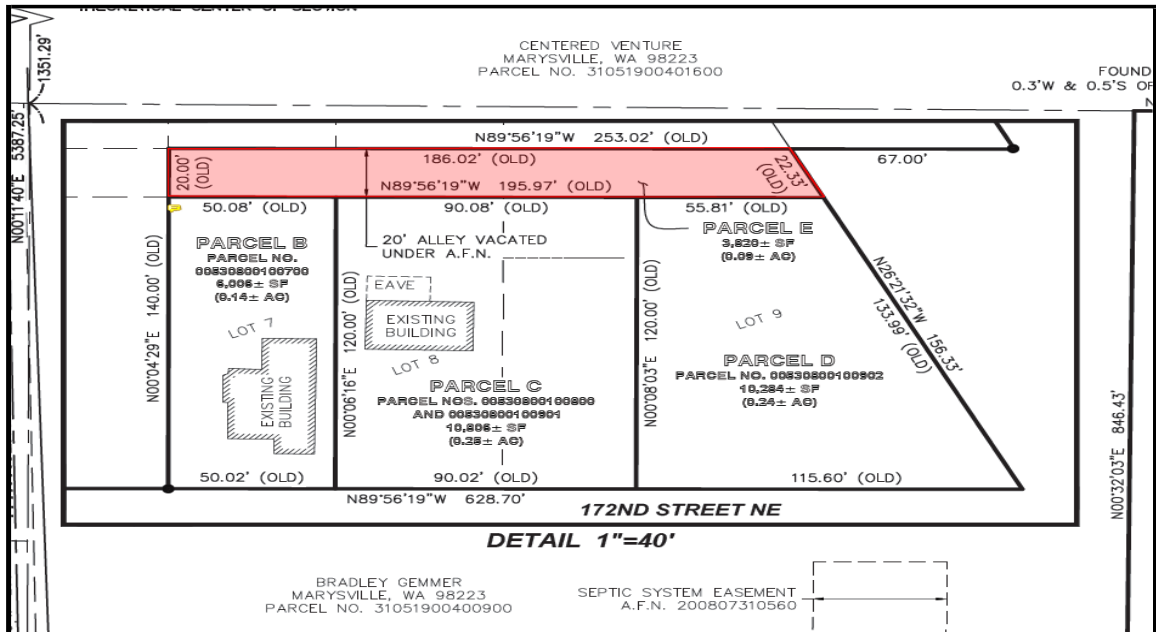
(Taken by Brendan Nolan on October 3, 2024)

	
5. Right of Way Portion	Photo Location Map
	
6. Right of Way Portion	Photo Location Map
	
7. Existing Structures	Photo Location Map

Description of Public ROW Acquisition Area

The segment of the public right-of-way to be acquired is along the northern edge of the subject site and contains 3,820 SF of land area. As per a survey performed by North Peak Associates, LLC, the acquired area is mostly rectangular and is roughly 196 feet long on the southern side, 186 feet long on the northern side, and generally 20 feet to 23 feet deep.

Survey & Diagrams:



Property Identification

Description of Property Visit:

The appraiser visited the subject property on October 3, 2024 and observed the subject property and acquisition area.

Ostensible Owner

Gem Enterprises LLC and/or Myron Gemmer
1507 172nd St NE
Marysville, WA 98271

Gem Enterprises LLC, UBI#, 605 279 866 is an active Washington Limited Liability Company with an initial filing date of July 6, 2023 and an expiration date of July 31, 2024. The governing person(s) of this corporation is Myron Gemmer, while the registered agent is Myron Gemmer.

Special Note: Three parcels (00530800100901, 00530800100800, & 00530800100700) are owned by Gem enterprises LLC, while the remaining parcel (00530800100902) is owned by Myron Gemmer. The ownership parties are interrelated.

Property Address

Alleyway adjacent to 1605 172nd St
Marysville, WA 98271

Tax Parcel Number(s)

The Snohomish County Assessor's Office identifies the subject by tax parcel numbers 00530800100902, 00530800100901, 00530800100800, & 00530800100700.

Assessed Valuation & Taxes

The Snohomish County Assessor's Office assesses all real property within the County and levies taxes based on full assessed value. A three-year history of the subject's assessed value, property taxes, and levy rate is displayed below:

Parcel	Land Assessment	Improved Assessment	Taxable Value	Property Tax Principal	Additional Fees	Levy Rate	Taxes \$/SF (Land SF)
2024 Tax Year							
00530800100700	\$174,600	\$198,000	\$372,600	\$3,068.41	\$10.01	8.2351	\$0.50
00530800100800	\$129,100	\$8,700	\$137,800	\$1,134.81	\$10.01	8.2352	\$0.19
00530800100901	\$4,000	\$0	\$4,000	\$32.95	\$10.01	8.2375	\$0.01
00530800100902	\$222,300	\$110,600	\$332,900	\$2,741.48	\$10.02	8.2351	\$0.26
Total	\$530,000	\$317,300	\$847,300	\$6,977.65	\$40.05	8.2352	\$0.25
2023 Tax Year							
00530800100700	\$180,900	\$221,200	\$402,100	\$3,193.54	\$10.01	7.9422	\$0.52
00530800100800	\$114,900	\$11,300	\$126,200	\$1,002.31	\$10.01	7.9422	\$0.16
00530800100901	\$4,000	\$0	\$4,000	\$31.77	\$10.01	7.9425	\$0.01
00530800100902	\$167,300	\$97,200	\$264,500	\$2,100.71	\$10.02	7.9422	\$0.20
Total	\$467,100	\$329,700	\$796,800	\$6,328.33	\$40.05	7.9422	\$0.23
2022 Tax Year							
00530800100700	\$149,400	\$179,200	\$328,600	\$3,157.04	\$8.01	9.6075	\$0.52
00530800100800	\$106,000	\$11,300	\$117,300	\$1,126.98	\$8.01	9.6077	\$0.18
00530800100901	\$4,000	\$0	\$4,000	\$38.42	\$8.01	9.6050	\$0.01
00530800100902	\$142,300	\$80,700	\$223,000	\$2,142.49	\$8.02	9.6076	\$0.20
Total	\$401,700	\$271,200	\$672,900	\$6,464.93	\$32.05	9.6076	\$0.23

The 2024 real estate taxes for the subject property are reported at \$6,977.65 with a levy rate of 8.2352 (per \$1,000 of assessment). The property is charged \$40.05 in additional fees, which represents 0.6% of the total tax bill. These fees are for Snohomish conservation district. Presently, Snohomish County indicates the owner has paid all taxes through 2023 on three of the parcels, while the 2023 taxes for parcel 00530800100902 are delinquent. Further, each parcel has been penalized with some measure of delinquent fees over the past three years.

Sales Price to Assessment

As a test of reasonableness, we calculated the sales price to assessment ratio for the sales comparables used in this report.

Comparable Sales Price/Assessment			
Comp	Assessment	Sales Price	Sales Price to Assessment
1	\$371,400	\$840,000	226%
2	\$572,800	\$446,050	78%
3	\$478,600	\$620,000	130%
4	\$389,200	\$500,000	128%
5	\$794,300	\$1,200,000	151%
Subject	\$847,300	\$585,000	69%

The sales comparables indicate a sales price to assessment ratio ranging from 78% to 226%, with an average of 143%. For comparison, the value opinion to assessment ratio for the subject is 69%, which is below the range of the comparables. However, the existing structures are interim-use and likely over-value the site. Further, the land assessment is \$530,000, which gives the subject as an assessment ratio of 110%, which is within the range of the comparables.

Legal Description

The subject site is legally described as follows:

Parcel 00530800100902: NILSENS ADD TO LAKEWOOD BLK 001 D-02 - LOT 9 LESS W 40FT

Parcel 00530800100901: NILSENS ADD TO LAKEWOOD BLK 001 D-01 - W 40FT LOT 9

Parcel 00530800100800: NILSENS ADD TO LAKEWOOD BLK 001 D-00 - LOT 8

Parcel 00530800100700: NILSENS ADD TO LAKEWOOD BLK 001 D-00 - LOT 7

Effective Date

This appraisal report, its analysis, research, and the final opinion of market value, are specifically applicable to the effective date of value as of October 3, 2024 (date of the site visit).

Completion / Reporting Date

The completion date of this report is October 4, 2024.

Delineation of Title

Parcel 00530800100901 & 00530800100800 transferred from Darryl Jensen to Gem Enterprises LLC for \$0.00 on February 2, 2024, under Snohomish County recording number 202402027063. Parcel 00530800100700 transferred from Daryl A. Jensen to Gem Enterprises LLC for \$480,000 on August 21, 2023, under Snohomish County recording number 202308217020. Both sales appear to have taken place off-market in a non-arm's length transaction.

Marketing History

No listings of the subject are known to have occurred during the three years preceding the effective or reporting date of this report.

Purpose & Use

The purpose of this report is to determine the fair market value of the portion of public right-of-way to be acquired by the client, from the City of Marysville. The intended use of this report is to assist the client with negotiating an acquisition price for the segment of the public right-of-way to be acquired from the City.

Definition of Market Value

"Fair Market Value" is defined as; the amount in cash which a well -informed buyer, willing but not obliged to buy the property, would pay, and which a well -informed seller, willing but not obligated to sell it would accept, taking into consideration all uses to which the property is adapted and might in reason be applied (Washington Pattern Instruction 150.08).

Cash Equivalent

The sale price of a property that is equivalent to what a cash buyer would pay. (The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, 2022, Page 27).

Bundle of Rights

Property ownership rights have been compared to a large bundle of sticks, with each stick representing a different portion of the rights of ownership. From this idea came the phrase 'bundle of rights'. Today, we recognize that the so-called 'bundle of rights' rights to the ownership of land actually consist of many different rights. Examples include (1) the right to occupy the property, (2) the right to sell it, (3) the right to exclude others from it, (4) the right to borrow against it, and (5) the right to convey ownership by inheritance or gift. The right to refuse to exercise any of these rights is often cited as another example within the bundle of rights.

Determination of the Larger Parcel

The ultimate determination of the larger parcel must be made by the appraiser. The larger parcel is defined in The Dictionary of Real Estate Appraisal- Fourth Edition as follows;

In condemnation, that tract or tracts of land which are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.

The tests to determine the larger parcel are (a) unity of ownership, (b) unity of use, and (c) contiguity. Generally, for one or more parcels to be determined as a single larger parcel, they must be owned by the same individual or group of individuals. Second, the unity of highest and best use must be shown; where the land would have the same use as, or be an integrated use with, the land from which the acquisition is made. Third, physical contiguity needs to be present to be considered a larger parcel. However, there may be physical separation by streets, creeks, railroads, etc. At the same time, to be considered a single larger parcel vs. separate parcel it needs to be probable that the separated tracts would sell as an integrated single unit.

The larger parcel is defined by the four contiguous parcels south of the Right of Way with frontage on 172nd St NE. The subject ownership (Myron Gemmer and/or Gem Enterprises LLC) also own the large parcel north of the Right of Way. However, the subject site south of the Right of Way has direct frontage on 172nd St NE and thus a separate highest and best use. Further, per the client, the large parcel north of the Right of Way has a different highest and best use, which is confirmed by the fact that a potential purchaser wants to buy that parcel separately from the four parcels along 172nd St NE. Further, per the client, the current property owner plans to hold the four parcels south of the Right of Way for future development separate from the parcel north of the Right of Way..

Property Rights Appraised

The property rights being appraised are the fee simple rights in the subject site, before and after, the acquisition of a segment of public right-of-way.

Fee Simple Interest

Fee Simple Interest is defined as “An absolute ownership, unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” The Dictionary of Real Estate, 7th Ed.

Leased Fee Interest

If no leasehold exists (existing leases are at market rent), then leased fee value is identical to fee simple value. A leased fee interest is the lessor’s, or landlord’s interest. A landlord holds specified rights that include the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee (leaseholder) are specified by contract terms contained within the lease. Although the specific details of leases vary, a lease fee generally provides the lessor with the following:

- Rent to be paid by the lessee under stipulated terms.
- The right of repossession at the termination of the lease.
- The right of disposition, including the rights to sell, mortgage, or bequeath the property, subject to the lessee’s rights, during the lease period.

When a lease is legally delivered, the lessor must surrender possession of the property to the tenant for the lease period and abide by the lease provisions.

The Lessor’s interest in a property is considered a leased fee interest regardless of the duration of the lease, the specified rent, the parties to the lease, or any of the terms in the lease contract. A leased property, even one with rent that is consistent with market rent, is appraised as a lease fee interest, not as a fee simple interest. Even if the rent or the lease terms are not consistent with market terms, the leased fee interest must be given special consideration and is appraised as a leased fee interest.

Leasehold Estate

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (The Dictionary of Real Estate Appraisal, 7th edition, 2022 Page 105).

The leasehold estate is the lessee’s, or tenant’s, estate. When a lease is created, the tenant usually acquires the rights to possess the property for the lease period, to sublease the property (if this is allowed by the lease and desired by the tenant), and perhaps to improve the property under the restrictions specified in the lease. In return, the tenant is obligated to pay rent, give the property back at the end of the lease term, remove any improvements the lessee has modified or constructed (if specified), and abide by the lease provision. The most important obligation of the tenant is to pay rent.

Extraordinary Assumptions

Extraordinary assumption an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. (USPAP, 2024 ed.) Special Note: When incorporated, the use of extraordinary assumption may affect the assignment results.

Hypothetical Conditions

Hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment only if: use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and use of the hypothetical condition results in a credible analysis. (USPAP, 2024 ed.)

Value scenario in the after state is based on the hypothetical condition that the partial right of way acquisition has been completed as of the effective date. The use of this hypothetical condition may affect the assignment results.

Appraisal Development & Reporting Process

This Appraisal Report is presented in a narrative format; as such, it presents detailed 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 depth of discussion contained in this report is specific to the defined scope of work, needs of the client, and for the intended use.

Investigation Methodology

The scope of appraisal is designed to give the reader an understanding of the assumptions relied upon during the appraisal process. The scope of this assignment included (1) defining the appraisal engagement, (2) inspecting the subject property and comparable properties where appropriate, (3) generating detailed notes regarding the subject real property, (4) collection and analysis of all relevant data, (5) research of current costs for and sales of similar properties, (6) investigating current market conditions and trends for comparable properties, and (7) developing indicated market value conclusions.

Sources of Information

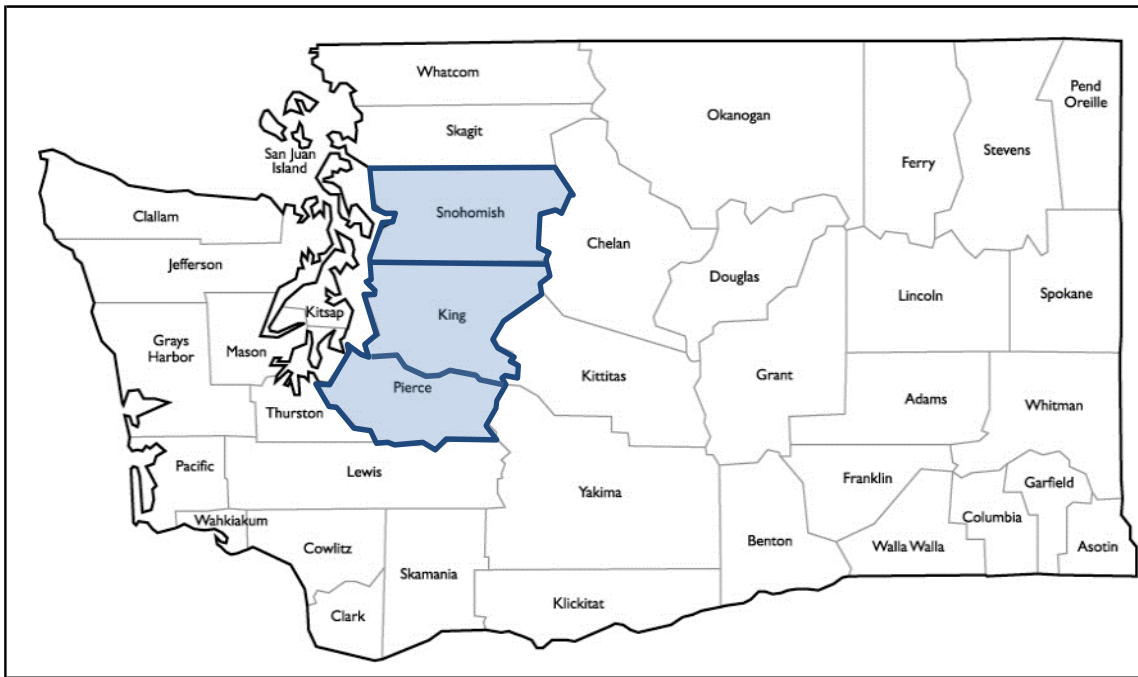
Information about the subject property was gathered from a variety of sources, including Snohomish County public records (assessor and recorder's office records), and the City of Marysville Planning & Development Services. Comparable sales were located from a variety of sources including the Northwest Multiple Listing Service, the Commercial Broker's Association, Costar, and through leads provided by local market participants (verified through deeds on file with Snohomish County). Where possible, comparable sales were further verified with parties directly or secondarily related to the transactions.

Market Description

Regional Overview: Greater Seattle Metropolitan Area

The subject site is located within the Greater Seattle Metropolitan Area (SMA) in Snohomish County. The Seattle Metropolitan area essentially consists of King, Pierce, and Snohomish counties. These counties are in the middle of a five-county area often referred to as the Central Puget Sound Region.

The U.S. Census Bureau defines the metropolitan area as the Seattle–Tacoma–Bellevue, WA Metropolitan Statistical Area, with a 2010 census population of 3,640,520, making it the 15th largest United States Metropolitan Statistical Area. The population as of April 1, 2024, per the Washington State Office of Financial Management was 4,197,800, representing an 15.3% increase from the 10 years prior census. A diagram of the SMA is displayed below:



Supporting the SMA's population growth is the aerospace sector led by Boeing, the technology sector led by Microsoft and Amazon, forestry sector led by Weyerhaeuser and the area is also supported by a thriving biotech industry as well as major cancer research centers such as Fred Hutchinson.

In addition, the ports of Seattle and Tacoma joined forces to unify management of marine cargo facilities and business to strengthen the Puget Sound gateway and attract more marine cargo and jobs to the region. The Northwest Seaport Alliance is the first of its kind in North America. The influence of the Ports has a positive effect on the SMA's employment and economy with increased container traffic from overseas markets and tourism. Trends indicate that the SMA is likely to continue to experience increases in both population and economic activity.

County Overview: Snohomish County

Regional context

Snohomish County is situated between northern Puget Sound to the west and the crest line of the North Cascade Range. It shares its northern border with rural Skagit County and borders King County to the south. Snohomish County is separated from Camano Island (part of Island County) by Davis Slough. The highest point in Snohomish County is Granite Peak (10,541 feet).

Due to its proximity to and shared labor market with King County, Snohomish County is incorporated into the Seattle-Bellevue-Everett Metropolitan Division and the Seattle-Tacoma-Bellevue Metropolitan Statistical Area, as designated by the Bureau of Labor Statistics.

The geographic distribution of population, economic activity and land use in Snohomish County is diverse, with a mix of rural and urban zones. For the most part, population centers in the county are oriented south in proximity to the border with King County and west along Interstate 5. By contrast, north and east Snohomish County are characterized by smaller cities, farms and reservations.

Local economy

Snohomish County was carved out of Island County in 1861, and the late 19th century saw the establishment of several settlements in western Snohomish County. The Great Northern Railway reached the newly established city of Everett, bringing an economic boom to the area. Snohomish County's early industrial economy thus continued to be based on the availability of abundant natural resources - primarily timber and farming.

Following World War II, Snohomish County's economic growth expanded through the establishment of suburban cities oriented toward Seattle in the southwestern part of the county.

Home-grown multinational corporation, Boeing, traces its roots to the Seattle metropolitan area and continues to play a prominent role in Snohomish County's economic make up. In the late 1960s, Boeing established its 747-manufacturing plant at Paine Field near Everett. The later development of other high technology industries in Snohomish County brought population increases and a shift from an economy based on logging and agriculture to one rooted in manufacturing and an expanding service sector.

Manufacturing continues to be a major economic driver in Snohomish County. About 63,700 jobs (22.7 percent of total Snohomish County nonfarm employment) in 2015 were in manufacturing industries. This is proportionally higher than any other county in Washington and above the national average. The manufacturing base, coupled with proximity to a major urban center, provides the foundation for a diverse local economy.

Other major industry sectors employing more than 20,000 included government (38,800), retail trade (34,800), educational and health services (33,300), leisure and hospitality, and professional and business services (24,900 each).

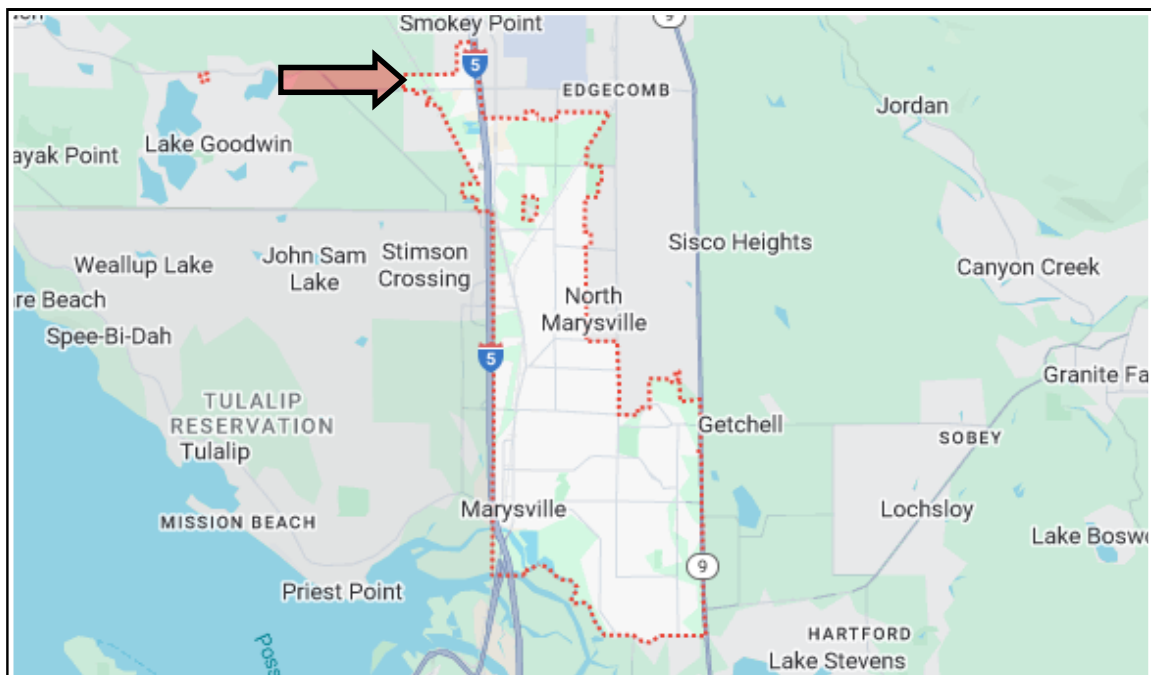
The county is supported by a broad employment base that ranges from agriculture to aerospace led by the Boeing Company. The Everett waterfront is also home to Naval Station Everett, a military installation designated as a homeport for a US Navy carrier strike group, opened in 1994. There are about 6,000 sailors and civil service persons assigned to commands located at Naval Station Everett.

Population

According to the Washington State Office of Financial Management, Snohomish County had a population of 867,100 as of April 1, 2024, which is an increase of 4.7% from the 2020 census population of 827,957.

Local Market Overview: City of Marysville

The subject is located in the city of Marysville, which is situated on the western portion of Snohomish County approximately 34 miles north of Seattle and 68 miles north of Tacoma. Geographically, the city is located on the Interstate 5 corridor. It has many state highways running through city limits and connecting the city to other areas. The City of Marysville encompasses 9.6 square miles of land area. The following shows the subject site's location within Marysville and the immediate surrounding area:



The city is bounded by the Tulalip Indian Reservation to the west, the cities of Stanwood, Arlington, and Darrington to the north, Granite Falls and Lake Stevens to the east, and Everett to the south. By streets and landmarks, the city is generally bounded by Interstate 5 to the west, Pendergrass Way to the north, State Route 9 to the east, and Super Hill Road to the south. The city is positioned well to major transportation systems, including Interstate 5 which runs adjacent

to the west, as well as State Route 9 to the east. These transportation routes provide good access to the Puget Sound Region and neighboring communities.

Local Economy

For much of its existence, Marysville was a rural area known for farming and for lumber production. Although farms still operate in the area around the city, the lumber industry has all but ceased and is no longer a major factor in the local economy. The community has largely transitioned over the past two decades into a city with a large retail and service-based economy, and is closely intertwined economically with its neighbors throughout the Puget Sound area through large regional employers such as Boeing with an assembly plant in nearby Everett and Microsoft. The naval station in Everett and its support facilities also play an increasing role in the local economy. Much of Marysville's growth can be attributed to the influx of sailors and their families stationed at Naval Station Everett and the neighboring Tulalip Tribes, who have provided many jobs through the Tulalip Casino and Resort Hotel, Quilceda Village Business Park, and Seattle Premium Outlets, Washington State's 2nd largest retail outlet mall.

In addition, local and regional shoppers in north Snohomish County enjoy 476,000 SF Lakewood Crossing Shopping Center, built in 2007 and located off Smokey Point-Lakewood Exit 206 from I-5, with anchor stores Costco, Target and Best Buy; and Gateway Shopping Center, built in 2007 and located off 116th St NE Exit 202 from I-5, with anchor tenants WinCo Foods and Rite Aid. Marysville is also home to Sound Harley-Davidson. The facility gives riders a meeting place as they explore the back roads of Marysville and the county, and is a central hub for numerous charity rides throughout the year.

Transportation

Marysville is located along the Interstate 5 corridor. It has many state highways running through city limits and connecting the city to other areas. The state highways and Interstates near and in Marysville include: Interstate 5, State Route 528, State Route 529, State Route 531, and State Route 9 (connected via State Route 528). Marysville also has one major non-state highway connector that runs through the city, State Avenue, which the subject is located on. The route from the interchange with Interstate 5 to the intersection with State Route 528 (Fourth Street) in Downtown is known as State Route 529.

Burlington Northern-Santa Fe (BNSF) Railroad runs north to south through the city of Marysville west of the subject property just past State Avenue. Marysville is also connected by several Community Transit routes that connect the city to Seattle, the University of Washington, and more. There are 6 major bus stops in Marysville that are park and rides, park and pools, and flyer stops. There are no Amtrak or railroad connections to Marysville. The nearest station is Everett Station located in the adjacent city of Everett to the south. The nearest municipal airport is Arlington Municipal in the neighboring city of Arlington to the north.

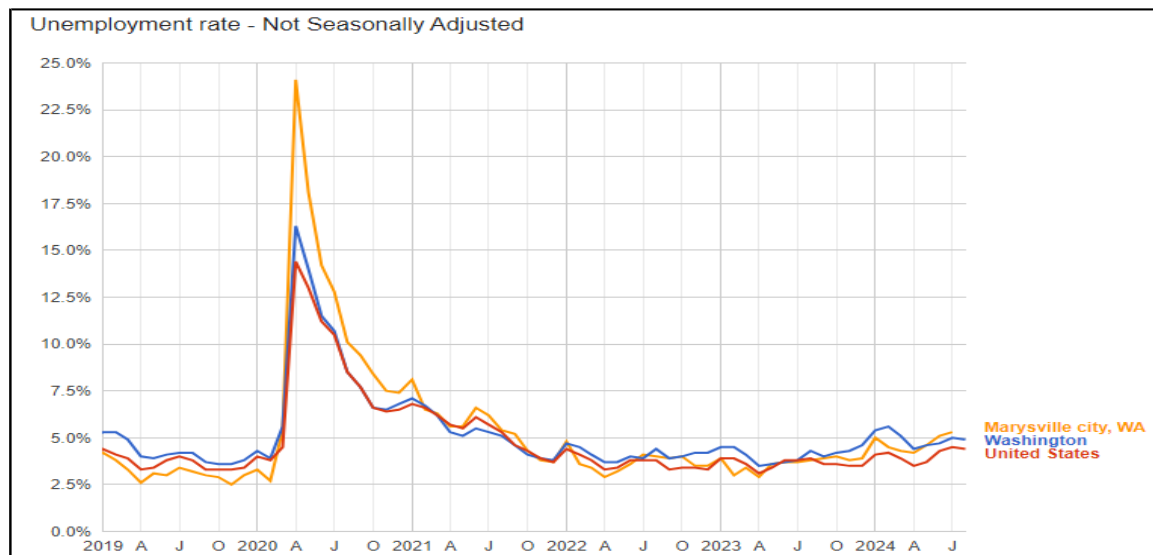
Population

According to the Washington State Office of Financial Management, Marysville had a population of 74,390 as of April 1, 2024, which is an increase of 5.2% from the 2020 census population of 70,714.

Employment Trends

As of July 2024, the unemployment rate (not seasonally adjusted) for the City of Marysville was 5.3%. This is higher than Washington State's rate of 5.0% and national rate of 4.5%. The City's rate has increased 1.6% since July 2023 and 0.4% since July 2022. Over the past 5 years, Marysville has followed the same general trends as the state and nation. However, the rate has typically been above both.

Furthermore, the July 2024 total employment in Marysville is 35,422. This is up from 36,576 in July 2023 and represents an annual decrease of -3.2%. The unemployment trends over the last five-years, retrieved from Google Public Data utilizing U.S. Bureau of Labor Statistics unemployment survey, is displayed below:

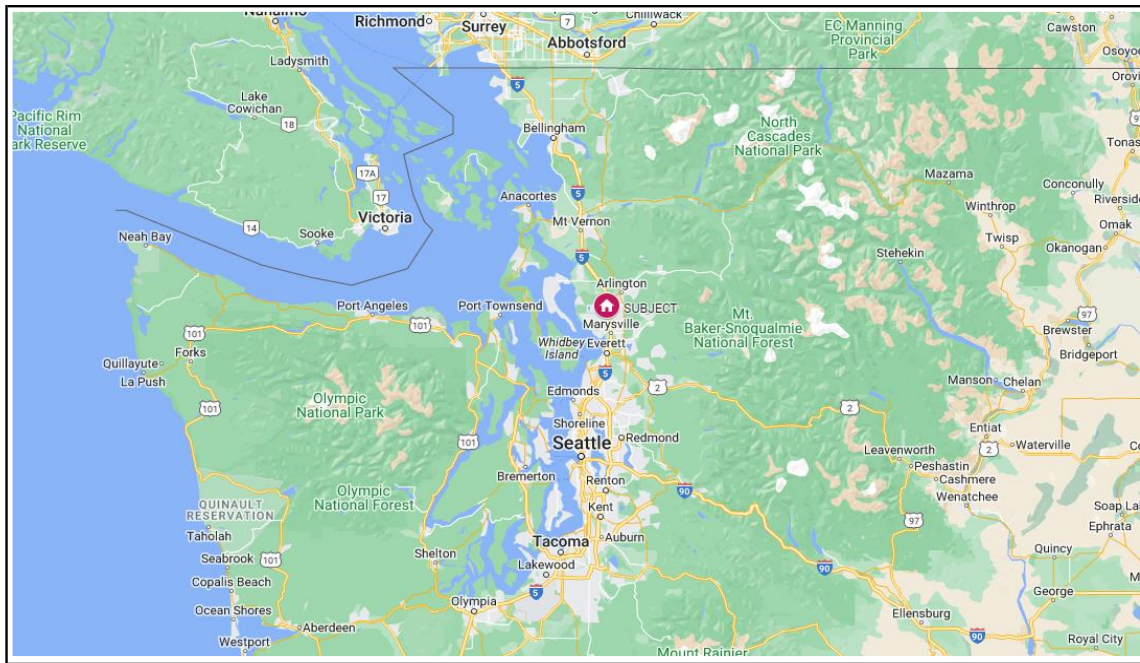


Market Area Conclusion

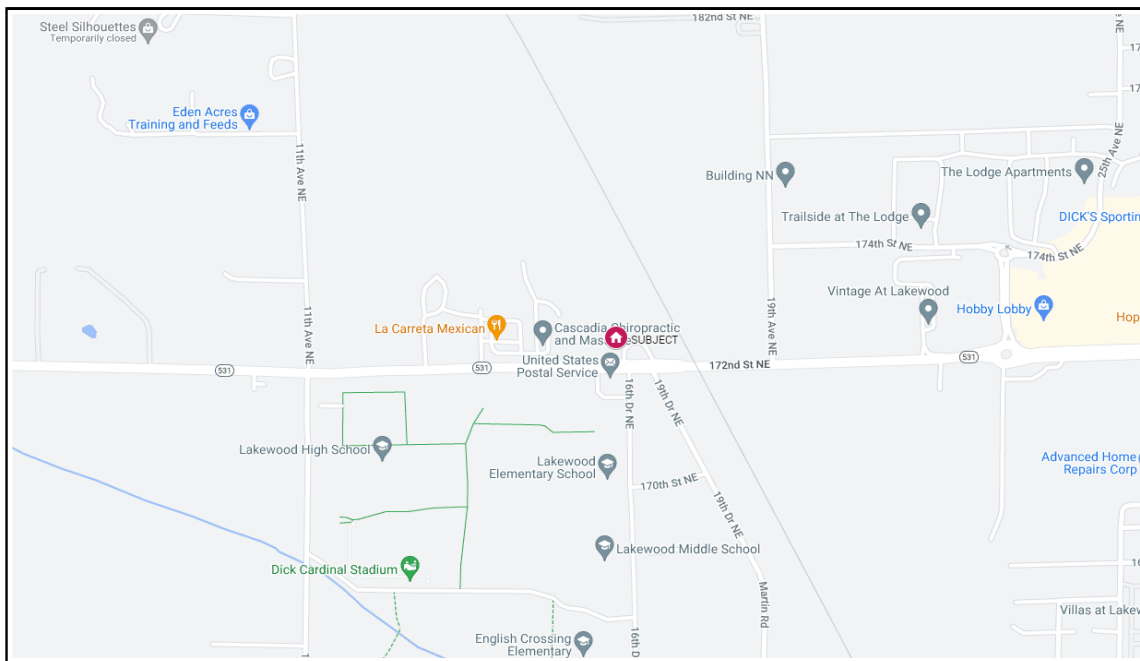
The subject market area provides convenient access and proximity to major transportation linkages (Interstate 5) and the Marysville and Arlington commercial cores. As of July 2024, the unemployment rate (not seasonally adjusted) for the City of Marysville was 5.3%. This is higher than Washington State's rate of 5.0% and national rate of 4.5%. The area has a stable economic base with attractive amenities. It is anticipated that this area will continue to be desirable as growth and development increase in the County and in the Puget Sound Region.

In general, the real estate market is currently facing significant turbulence and uncertainty when analyzed from a fundamental supply and demand perspective. This situation is primarily attributable to the swift tightening of monetary policy. Real estate stands out as the segment of the economy most sensitive to interest rates, and the influence of interest rates on buyers continues to evolve. Since the middle of 2022, transaction volumes for most property types have experienced a substantial decline. However, as of September 18, 2024, the Federal Reserve cut the federal rate by 50 basis points. Subsequently, the market is anticipating some level of increased demand. Federal Reserve cut the federal rate by 50 basis points. Subsequently, the market is anticipating some level of increased demand.

Subject Location Maps

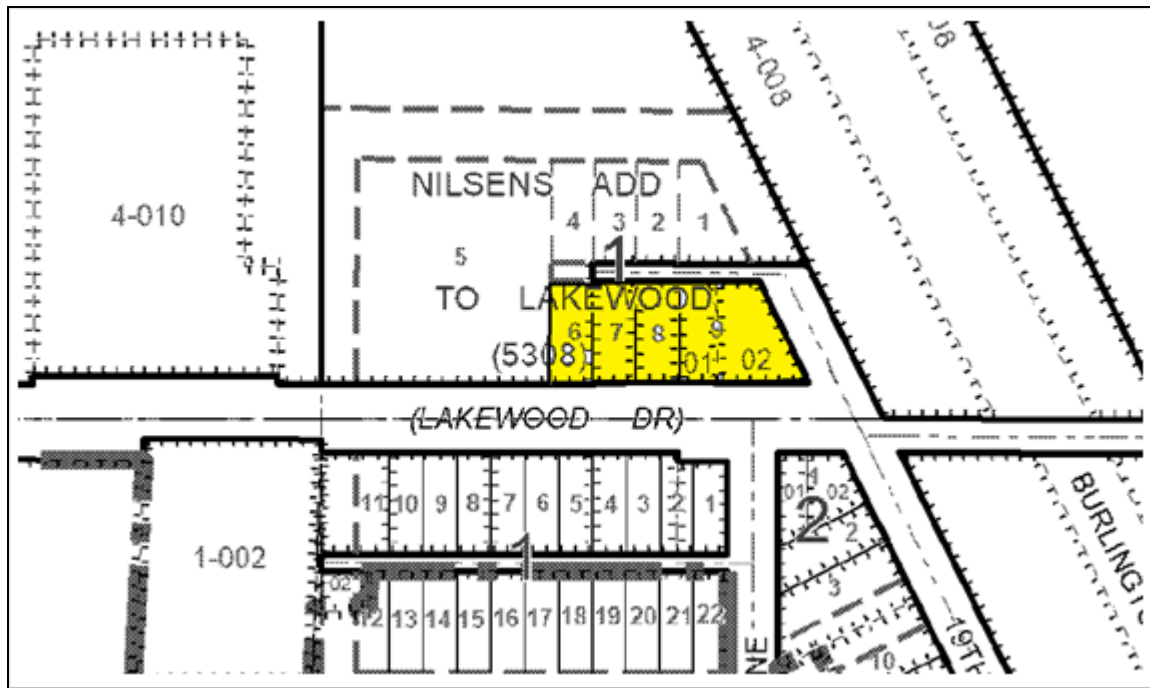


Regional Map



Local Map

Subject Site Maps



Plat Map



Aerial View

Site Description

General Location

Please refer to the preceding subject photographs and site maps above. The subject is located at Alleyway adjacent to 1605 172nd St, Marysville, WA 98271 in Snohomish County. The census tract number is 531.01. The range/township/section number is 05-31-19SE.

Abutting Property Uses

The overall character of the immediate neighborhood is commercial and residential in nature. Property types situated immediately west of the subject are residential land and commercial/retail center. South of the subject, across Hwy 531, is a USPS building. North of the subject is vacant multi-family development land, with the Burlington Northern Santa Fe train track to the east. The following map displays the subject and surrounding uses:



Ingress/Egress & Access

Ingress/egress to the site is average with unrestricted vehicular access from Highway 531. The site is accessed via three driveway entrances on the south side of the site. Access to major transportation linkages is good with multiple highways and interstates close by. The subject has direct frontage on Highway 531, which leads west to Lake Goodwin and Port Susan, as well as east to Interstate 5 and the Marysville commercial core. Interstate 5 provides direct access to SeaTac International Airport, Downtown Seattle, and the greater Puget Sound region.

Site Size & Shape

The subject property contains three contiguous parcels with a combined 27,878 SF (0.64 acres) of land area, which vary in shape from rectangular to trapezoidal. Combined, the site is 195 feet long on the northern side and 255 feet long on the southern side, and generally 123 feet to 134 feet deep. A map outlining the subject site dimensions is displayed below:



Easements & Encroachments

A title report was not provided to the appraiser. A review of public records and a visual inspection of the site revealed no obvious encroachments or adverse easements. For purposes of this appraisal, the subject property is assumed to be free from any adverse easements, restrictions, or encroachments.

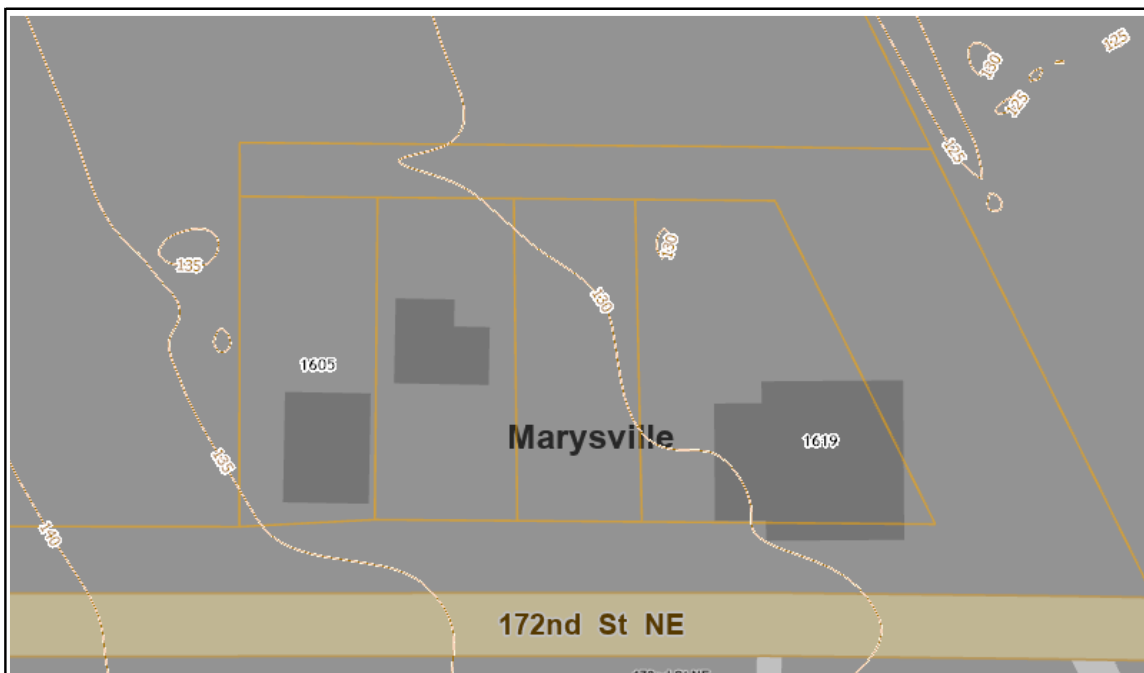
Frontage, Street Improvements & Traffic Counts

The subject site is a corner lot with 255 feet of frontage along Highway 531, which is an asphalt paved, two-way, two-lane highway, improved with streetlights and a bike lane. The street functions as a major east/west highway for the area, as well as leading to nearby freeway linkages. Further, the site has 134' of frontage along a public right of way along the eastern parcel boundary. The right of way is a gravel road that loops around the retail building and connects to back to 172nd St NE. According to Costar, Highway 531 has over 11,800 average daily vehicle trips. The map below displays traffic count information for the subject's surrounding neighborhood:



Topography

The topography of site is level and at street grade. According to GIS mapping, the subject site gains a total of five feet, moving east to west. A topography map for the immediate area is displayed on the following page:



Seismic Hazards

The greater Puget Sound area falls under Seismic Design Category D, which include structures of ordinary occupancy that could experience very strong shaking (MMI VIII) and important structures that could experience MMI VII shaking. Structures must be designed to resist seismic forces. Only structural systems capable of providing good performance are permitted. Nonstructural components that could cause injury must be provided with seismic restraint. Nonstructural systems required for life safety protection must be demonstrated to be capable of post-earthquake functionality. Special construction quality assurance measures are required.

Drainage & Wetlands

During the inspection, the property appeared to be well drained with no noticeable standing or pooling surface water. A review of US Department of Fish & Wildlife wetlands map indicated that there are no nearby sensitive areas of concern. A wetlands map for the immediate area is displayed below:



Flood Plain

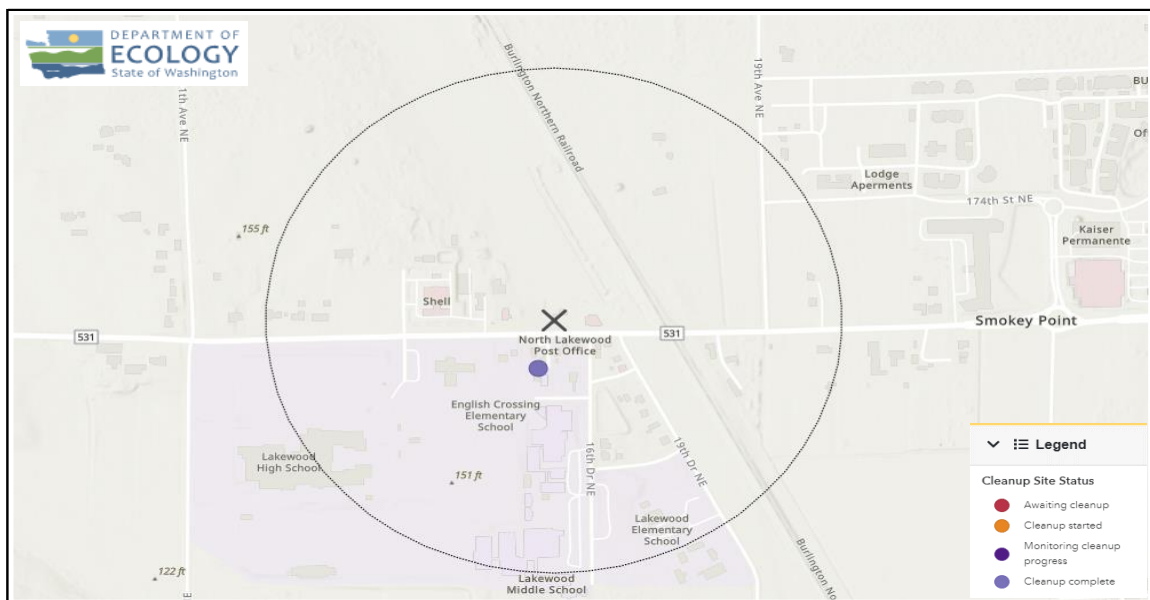
According to panel number 53061C0390F, dated June 18, 2020, of FEMA Flood Insurance Rate Maps, the site appears to be located in a zone X (Unshaded). These are minimal risk areas outside the 1-percent and 0.2-percent-annual-chance floodplains. No BFEs or base flood depths are shown within these zones. The appraiser is not an expert in this field and has relied on the FEMA Service Center for flood information in this report. The FEMA flood map below shows the flood risk for the subject and the surrounding neighborhood:



No flood damage was noted during the site inspection, nor is the appraiser aware of any reported floods in the area. However, if there is a question as to the potential hazards of this flood zone we advise the client/reader to retain the services of a qualified, independent engineer or contractor to determine the potential flood hazard to the existing site and improvements prior to making a business decision.

Environmental Issues

A review of The Washington State Department of Ecology toxic cleanup map indicated that there are immediately adjacent environmental areas of concern in the area, as displayed below:



South of the subject, across 172nd St SE, cleanup has been completed at the site known as Lakewood School District Bus Garage (Site ID# 9303). The site was contaminated with benzene and petroleum and was declared No Further Action (NFA) on June 11, 2012.

No hazardous substances or other adverse environmental conditions are known to exist on the subject site. It is possible that areas of contamination exist that have not been detected. The value opinion is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

Utilities

All public utilities are available at the site. The utility providers are identified below:

- Municipal Water: City of Marysville
- Sanitary Sewer: City of Marysville
- Electricity: Snohomish PUD
- Natural Gas: Puget Sound Energy
- Landline Phone, Cable Television, & Internet: Century Link and Comcast

Zoning & Land Use

The subject site is zoned Mixed Use (MU), by the City of Marysville. The intent of the Mixed Use zone, and mixed use special district, is to provide for pedestrian- and transit-oriented high-density employment uses together with limited complementary retail and higher density residential development in locations within activity centers where the full range of commercial activities is not desirable. These purposes are accomplished by: (a) Allowing for uses that will take advantage of pedestrian-oriented site and street improvement standards; (b) Providing for higher building heights and floor area ratios than those found in other commercial zones; (c) Reducing the ratio of required parking-to-building floor area; (d) Allowing for on-site convenient daily retail and personal services for employees and residents; and (e) Minimizing auto-oriented, outdoor or other retail sales and services which do not provide for the daily convenience needs of on-site and nearby employees or residents.

The following is a list of some of the key development criteria of the Mixed Use (MU) zone:

Setbacks:	
Front:	None
Interior:	None
Minimum Area:	None
Base Building Height:	45 feet
Maximum Building Coverage:	75%-85%
Maximum Density:	28 units per acre

Minimum Parking:

2 spaces per dwelling unit



In sum, the legally permissible uses for the subject site, if vacant, include a variety of higher-density residential, multi-family, and mixed-use development options. The subject's existing use is a legal conforming use of the site. It is not anticipated that the zoning for the subject will change in the near future in a manner that would impact the subject's current use.

Considering the use of the vacated right of way is for public uses only, the proposed acquisition area is valued using the "Across the Fence (ATF)" methodology, which is an appraisal tool frequently used in valuation assignments where the acquisition of public property is part of an adjacent development. The ATF method applies the zoning of the immediately surrounding land uses as a reasonably acceptable alternative use, which calls for mixed use development.

Site Productivity Conclusion

The subject site is well suited for a variety of higher-density residential, multi-family, and mixed-use development options. The overall property productivity is considered average. The property benefits from its location near a major transportation linkage with frontage on Highway 531, as well as zoning, size, and physical characteristics.

Marketability Analysis

Introduction

This section evaluates the subject's marketability as a higher-density residential development site. According to the Dictionary of Real Estate Appraisal, a marketability study is a microeconomic study that examines the marketability of a given property or class of properties, usually focusing on the market segment in which the property is likely to generate demand. These are useful in determining a specific highest and best use, testing development proposals, and projecting an appropriate tenant mix.

In doing so, this process investigates how a particular parcel of property will be absorbed, sold, or leased under current or anticipated market conditions. The following items are considered in the development of this study: the market area overview, supply and demand conditions, tenant/user profile, and the subject's marketability conclusion.

Market Area Overview

The subject is located in the city of Marysville, which is situated on the western portion of Snohomish County approximately 34 miles north of Seattle and 68 miles north of Tacoma. Geographically, the city is located on the Interstate 5 corridor. It has many state highways running through city limits and connecting the city to other areas. The City of Marysville encompasses 9.6 square miles of land area.

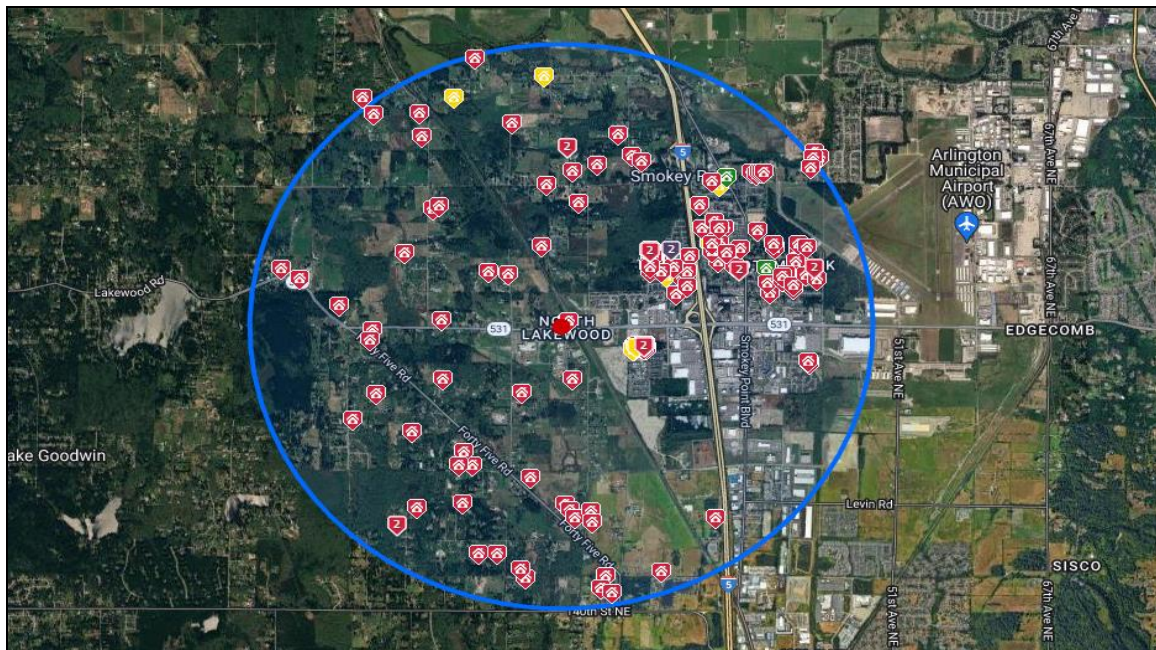
The subject market area provides convenient access and proximity to major transportation linkages (Interstate 5) and the Marysville and Arlington commercial cores. As of July 2024, the unemployment rate (not seasonally adjusted) for the City of Marysville was 5.3%. This is higher than Washington State's rate of 5.0% and national rate of 4.5%. The area has a stable economic base with attractive amenities. It is anticipated that this area will continue to be desirable as growth and development increase in the County and in the Puget Sound Region.

Market Area Delineation

The competitive market area is defined by an area in which similar properties effectively compete with the subject in the minds of probable and potential purchasers and users. The subject's market is best delineated using the following criteria:

Highest & Best Use:	Single family residential homes (excluding condos and manufactured homes)
Building Size:	No restrictions
Building Age:	No restrictions
Site Size:	No restrictions
Location:	2-mile radius of subject

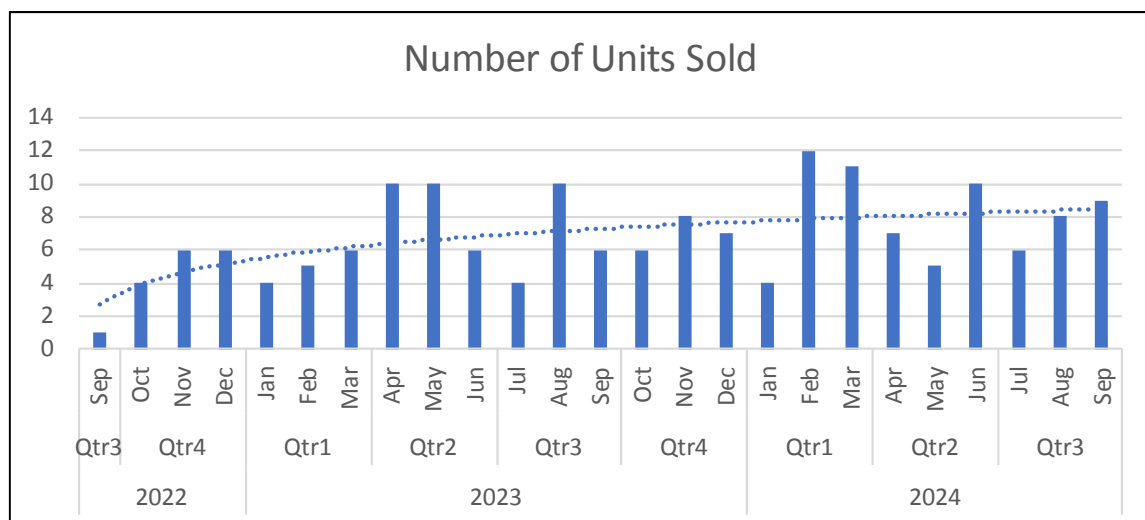
Search Radius Diagram



Inferred Demand Analysis

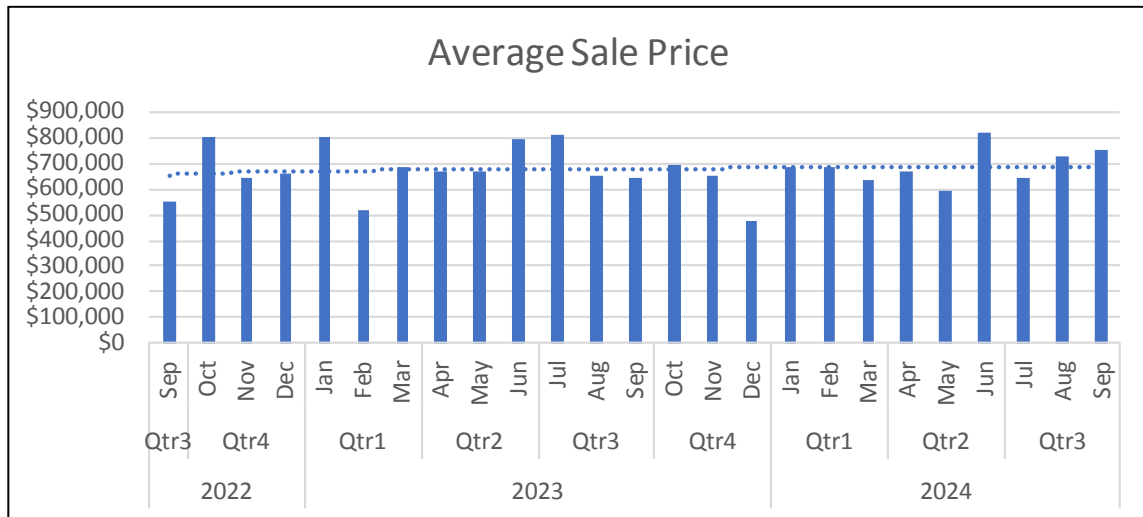
We examined the residential market characteristics of the subject's competitive market utilizing archived statistics through the Northwest Multiple Listing Service (NWMLS). The data set includes all single-family residences that meet our defined search parameter criteria within the defined market area over the last two years months. Based on these search parameters, there were 171 closed sales and 10 active listings. A summary of the sales activity is displayed below:

Sales Volume



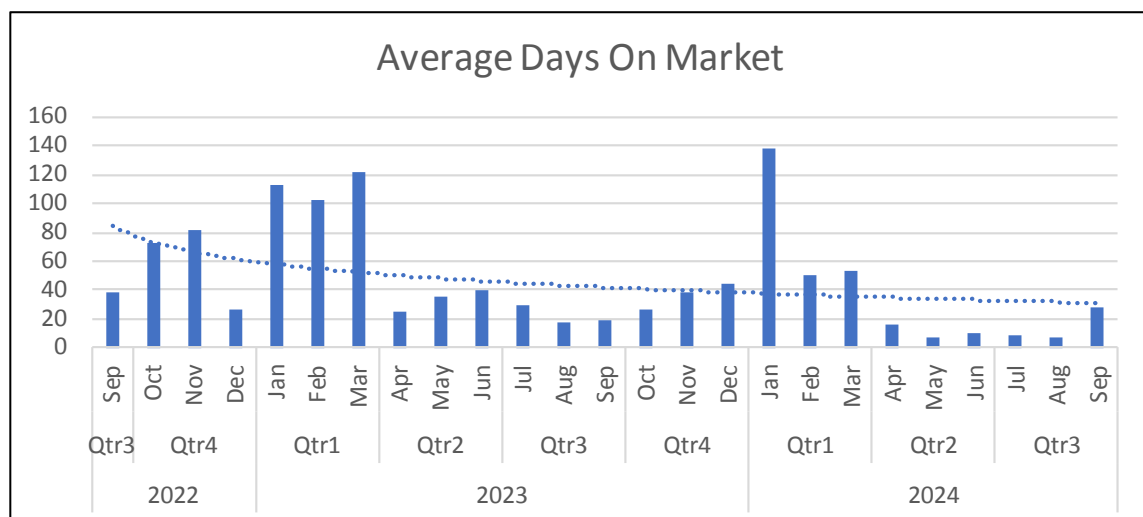
The number of units sold reflects an overall upward trend over the survey period, with seasonal declines in the winter months and upticks during summer months. The number of units sold over the survey period reflects an absorption rate of 7.13 units per month, and the current 10 active listings represent a 1.4 month inventory.

Average Sale Price



The survey reflects an upward trend in average sale price within the last 24 months of the effective date. Sales occurring within the last 12 to 24 months had a median sale price of \$655,000, while sales within the last 12 months had a median sale price of \$685,000. This represents a 4.58% increase.

Average Days on Market



The survey reflects a relatively stable and consistent trend for days on market with normal season fluctuations. The median days on market for the survey period was 13. There are currently 10 actively listed homes, reporting a median DOM of 54 days. Per our general market

survey, properties sold within the last 12 months spent on average 33 days on the market and are receiving 117.9% of asking price.

Marketability Conclusion

Overall, the local market has experienced strong price increases in single family homes over the last year. Sales occurring within the last 12 to 24 months had a median sale price of \$655,000, while sales within the last 12 months had a median sale price of \$685,000. This represents a 4.58% increase. The number of units sold over the survey period reflects an absorption rate of 7.13 units per month, and the current 10 active listings represent a 1.4 month inventory. Moreover, the average days on market for the survey period was 13 days.

Relative to the market, the subject property is considered average. The property benefits from its larger site size, mostly level topography, MU (Multi-Family) zoning, as well as its' location major transportation linkages with frontage on Highway 531, and proximity to the Marysville and Arlington commercial cores.

Highest & Best Use Analysis

The concept of highest and best use is fundamental to analysis and valuation of any real property. We use the following industry standard terms when referring to highest and best use. Refer to their respective sections for their definitions. Highest and best use is defined as the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The highest and best use must meet the following four criteria. The use must be:

- ❖ Legally permissible
- ❖ Physically possible
- ❖ Financially feasible
- ❖ Maximally productive

These criteria must usually be considered sequentially. The highest and best use analysis must address the type of use that will not only produce the greatest future benefit to the owner, but will have a strong probability of achievement.

Highest & Best Use - As Vacant

Highest and best use of land (or site) as if vacant is defined as the use, among all reasonable alternative uses, that yields the highest present land value, after payments are made for the other three classical agents of production (capital, coordination and labor). The use of a property is based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Legally Permissible

Legal constraints on land can include leases, zoning and building codes, and deed and environmental restrictions. We are unaware of any long-term regulatory impacts, atypical building codes, deeds, or environmental restrictions that would inhibit development.

The subject site is zoned Mixed Use (MU), by the City of Marysville. The intent of the Mixed Use zone, and mixed use special district, is to provide for pedestrian- and transit-oriented high-density employment uses together with limited complementary retail and higher density residential development in locations within activity centers where the full range of commercial activities is not desirable. These purposes are accomplished by: (a) Allowing for uses that will take advantage of pedestrian-oriented site and street improvement standards; (b) Providing for higher building heights and floor area ratios than those found in other commercial zones; (c) Reducing the ratio of required parking-to-building floor area; (d) Allowing for on-site convenient daily retail and personal services for employees and residents; and (e) Minimizing auto-oriented, outdoor or other retail sales and services which do not provide for the daily convenience needs of on-site and nearby employees or residents.

Overall, it is reasonable to conclude that higher-density residential, multi-family, and mixed-use development is legally permissible. It is unlikely that a zoning change will occur in the foreseeable future.

Physically Possible

In analyzing the physically possible options for development, it is necessary to observe not only what is legally permissible but also the actual physical characteristics of the subject site, such as its size, access, shape, soils condition, and general topography. The following is a list of physical characteristics of the subject lot.

Site Size:	
Before:	27,878 SF
After:	31,698 SF
Access:	Average
Soils condition:	Assumed to be adequate
Location:	Average
Shape:	Mostly rectangular
Topography:	Level at street grade

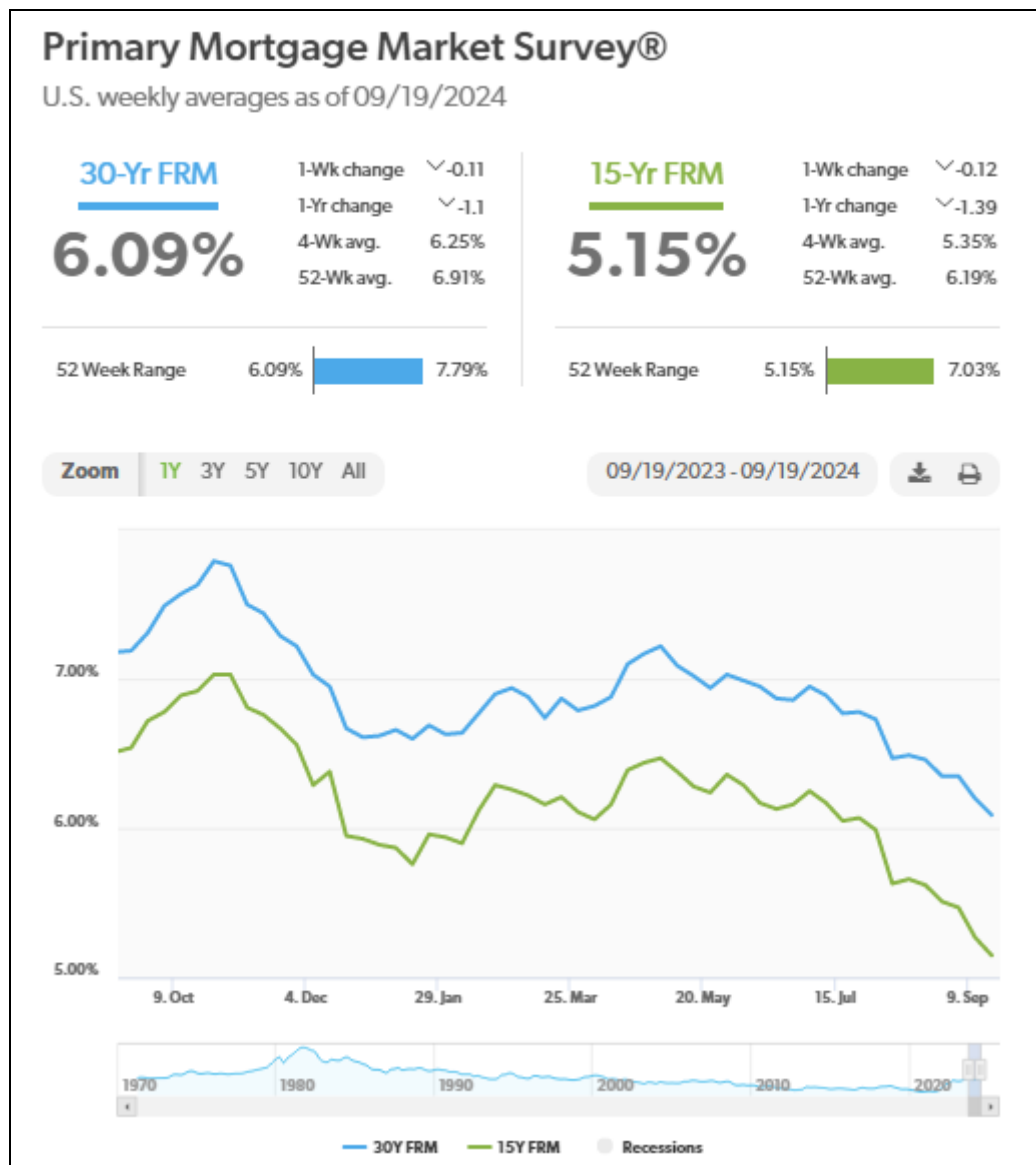
There are no significant physical characteristics that would negatively impact any development on the site. All public utilities are immediately available to serve the property. The subject neighborhood is improved with mainly residential and commercial/retail use properties. Considering the above, it is physically possible to build all legally permissible uses as long as the size and configuration conform to zoning.

Financially Feasible

This section of Highest and Best Use analysis determines which use of the subject property as if vacant could produce the highest or most profitable return and create the highest value through the overall property. Implied within these definitions is recognition of the contribution of that specific use to the community environment or to community development goals, in addition to wealth maximization of individual property owners.

Two primary criteria must be considered when discussing feasible use. The first is a relationship involving cost versus benefit. For a property to be financially feasible, benefits must equal or exceed the cost of construction. The property must return entrepreneurial profit to the developer, or the property is not feasible to build. The second determinant of financial feasibility is to test the property's ability to generate sufficient income to support its overall operation and to absorb any vacant space in a reasonable period of time. Analyzing the financial feasibility for a new development under current market conditions reveals that development of many of the identified uses on the subject site would likely produce positive cash flow and an adequate return to the cost of the investment.

The other significant factors in the financial feasibility of expanding residential development is the availability and cost of mortgage funds for a potential purchaser. The following chart displays national average mortgage rates as of September 19, 2024:



Per Freddie Mac, "Mortgage rates continued declining towards the six percent mark, reviving purchase and refinance demand for many consumers. While mortgage rates do not directly follow moves by the Federal Reserve, this first cut in over four years will have an impact on the housing market. Declining mortgage rates over the last several weeks indicate this cut was mostly baked in, but rates will likely fall further, sparking more housing activity."

Given these factors and the location of the subject property in an area characterized by existing residential and commercial/retail development, the most feasible and thus the highest and best use of the subject would likely be for higher-density residential, multi-family, or mixed-use development. Such a development would presumably produce the highest net return to the site over the longest period.

Maximally Productive

The maximally productive use, as vacant, is that use, from the financially feasible uses, that provides the highest rate of return (or value). The development of higher-density residential, multi-family, or mixed-use use building is legally permissible, physically possible, and a financially feasible use. Therefore, it is maximally productive and reflects the highest and best use of the subject as if vacant.

Highest & Best Use - As Improved

Highest and best use of property as improved is defined as the use that should be made of a property as it exists. In the “As Is” state, the site is improved with three interim-use structures: a 6,399 SF retail building originally constructed in 1911, a 1,383 SF single-family residence originally constructed in 1922, and a detached storage garage.

Given current market conditions and redevelopment trends in the area, it is reasonable to conclude that the existing buildings have reached the end of their economic life and should be demolished to facilitate expanded mixed-use development. Therefore, the property's value is equal to the underlying land value, with the contribution of the interim-use structures offset by holding and demolition costs prior to redevelopment.

Most Probable Purchaser

The most probable purchaser will be a developer who will demolish the existing structures to make room for higher-density residential uses.

Exposure Time

Exposure time is an opinion, based on supporting market data, of 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. (USPAP, 2024 ed.).

The comparable sales within the Sales Comparison Approach have sale prices ranging from \$446,050 to \$1,200,000, while exposure times ranged from 4.20 months to 22.93 months, with an average of 8.20 months. Exposure time for the subject would have been under 12 months.

Marketing Time

Marketing time is defined as “An opinion of the amount of time to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which precedes the

effective date of an appraisal.” (The Dictionary of Real Estate Appraisal, 7th edition, Appraisal Institute, 2022, Page 116).

Considering the above, it appears that the subject will appeal to a wide range of potential buyers. Interviews with owners of properties similar to the subject, and with real estate brokers indicate continued demand for this type of product. In general, the real estate market is currently facing significant turbulence and uncertainty when analyzed from a fundamental supply and demand perspective. This situation is primarily attributable to the swift tightening of monetary policy. Real estate stands out as the segment of the economy most sensitive to interest rates, and the influence of interest rates on buyers continues to evolve. Since the middle of 2022, transaction volumes for most property types have experienced a substantial decline. However, as of September 18, 2024, the Federal Reserve cut the federal rate by 50 basis points. Subsequently, the market is anticipating some level of increased demand.

These factors contribute to the uncertain and challenging conditions in the current real estate market. Thus, the projected marketing time is estimated to be under 12 months to sell the property.

The estimated marketing time for the property is based on several key assumptions:

Pricing at Appraised Values: The seller is expected to list the property for sale at or near the appraised value determined in this appraisal report. This assumption reflects the starting point for the marketing process.

Effective Marketing: The property will be marketed by a professional and experienced real estate firm or staff that specializes in selling similar types of properties. This assumption ensures that the property will receive adequate exposure to potential buyers.

Financing Availability: Reasonable and affordable financing options will be available to prospective purchasers. This factor is crucial, as financing plays a significant role in many real estate transactions.

Interest Rate Considerations: Given recent increases in interest rates, property owners may need to adjust their pricing strategies, potentially by lowering prices or buying down interest rates to attract buyers. This assumption acknowledges the impact of interest rate changes on property sales.

Economic Stability: It is assumed that both the local and national economies will remain stable throughout the next year. Economic stability is a significant driver of real estate market conditions.

These assumptions collectively contribute to the estimated marketing time for the property, reflecting the conditions and factors that are likely to affect the property's sale in the current market environment.

Valuation of Property Section – Appraisal Methodology

The valuation process involves gathering information pertinent to the subject and the valuation procedure. This data is accumulated from the market and applied toward a value conclusion involving three valuation approaches. The value indications of the cost, sales comparison and income approaches establish a range from which a final opinion of value is formed through the process of reconciliation.

The first step in the cost approach is to form an opinion of the subject site value. Then the estimated reproduction cost of the improvements is developed. This step is followed by the application of depreciation for losses in value due to physical wear and tear and any possible functional deficiencies or negative external influences. The total of these estimates, the depreciated cost of the improvements, and an allowance for site improvements and site value represents the value of the property by the cost approach.

Sales comparison involves the collection of sales and listing data of properties that are similar to the subject property. These sales are compared to the subject, and adjustments are applied to the sales prices of the comparables to arrive at an indication of most probable price for the subject. If a comparable is inferior to the subject, a positive dollar or percentage adjustment is applied to the comparable sale price. If a comparable is superior to the subject, a negative dollar or percentage adjustment is applied.

In the income approach, current rental income is forecast for the subject property by comparison to comparable rental properties and examination of the subject's past performance. The resulting operating income is converted into a value indication by an applicable and supportable capitalization method.

The three approaches are interrelated. Each requires the gathering and analysis of data that pertains to the property being appraised. From the approaches applied, the appraiser develops separate indications of value for the property being appraised. To complete the valuation process, the appraiser integrates the information drawn from market research, data analysis, and the application of the approaches to reach a value conclusion.

Methodology Applicable to the Scope of Work

In consideration of the highest and best use, the valuation of the underlying site relies exclusively on the Land Sales Comparison Approach.

Land Sales Comparison Approach – Before Acquisition

Overview

Sales comparison may be used to value land that is actually vacant or land that is being considered as though vacant for appraisal purposes. Sales comparison is the most common technique for valuing land, and it is the preferred method when comparable sales are available. To apply this method, data on sales of similar parcels of land is collected, analyzed, compared, and adjusted to provide a value indication for the site being appraised. In the comparison process, the similarity or dissimilarity of the parcels is considered. If the comparable property is inferior to the subject property, a positive adjustment is applied to the comparable sales price. Conversely, if the comparable is superior to the subject, a negative adjustment is applied to the comparable sales price.

Following the principle of substitution, an investor should not be expected, under normal circumstances, to purchase a property for more than the price at which he could purchase a comparable competing property. The appraiser, therefore, must analyze sales of competing properties and ascertain the elements of comparison that can be applied to the subject. These components, when adjusted for differences, indicate a value estimate for the subject property.

Analysis of Adjustments

Where necessary, adjustments are applied for property rights conveyed, financing terms, conditions of sale, expenditures made immediately after sale, or non-realty items. Marketing time has been discussed above. In general, the adjustments are based on judgement formed from numerous reports completed in our office to estimate what a typical purchaser will pay for differences in similarity between the subject and any comparable property.

In addition, our judgement is formed from previous conversations with builders, Realtors, and related professionals in order to establish trends in building and marketing. The adjustments are not solely derived through quantitative analysis techniques, such as paired sale or regression analysis, as the data does not exist in a manner that would provide reliable results.

The following is a discussion of the physical and non-physical elements of comparison that may apply to the process of comparing sales of improved properties to the property being appraised:

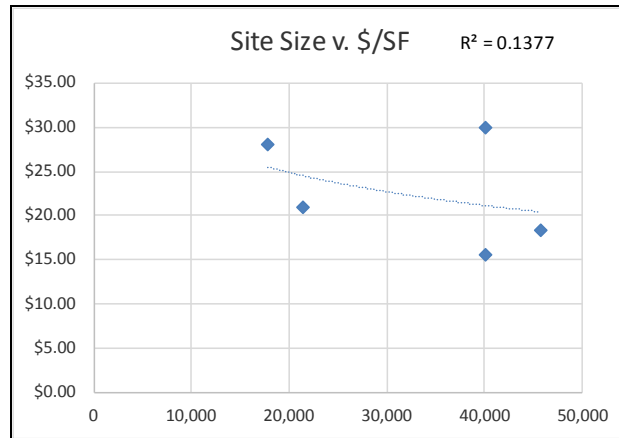
Property Rights Conveyed

The sales price of a property may be influenced by what rights are transferred versus those reserved to the seller. A fee simple absolute or any lesser interest can legally be conveyed.

Financing

Financing can cause prices to be inflated when below market interest rates or higher than typical loan-to-value ratios are available; buyers have additional incentive to pay prices above those of cash or typically financed transaction.

Condition of Sale	Sales prices of comparable sales can be influenced by the conditions of the sale. Higher sales prices are the result of a motivated buyer such as an adjacent owner. Conversely, a motivated seller such as a bank desiring to dispose of non-bank real estate owned facilitates lower sales prices.
Expenditures After Sale	An element of comparison in the sales comparison approach; comparable properties can be adjusted for any additional investment (e.g., curing deferred maintenance) that the buyer needed to make immediately after purchase for the properties to have similar utility to the subject property being valued.
Location	Location is a primary factor in the valuation of real estate. The relative position of a property to competitive properties and other value influences in its market area; the time-distance relationships, or linkages, between a property or neighborhood and all other possible origins and destinations of people going to or coming from the property or neighborhood.
Demographics	A property's surroundings in terms of its demographics are also important to consider when comparing sales of commercial properties to the property being appraised. This element includes population, density of population, population growth or decline rate, per-capita income levels and their rates of change, and employment/unemployment levels.
Property Size	Often value of a property is almost directly proportional to its size, assuming all other things are equal. That is, the smaller the site, the higher the value per unit, and vice versa. This is because smaller properties are within the means of more investors, often causing more competitive bidding and higher unit values. The following scatter plot demonstrates the relationship between lot size and price per square foot for the comparable sales:



Prior to adjustments, the trend line and coefficient of determination (R^2) does not support the need for a diminishing unit value adjustment based on site size.

Market Conditions

The date of comparable sales is relevant in determining present sale prices. Sale prices are influenced by a variety of factors including local and national economic housing policies, economic cycles, mortgage interest rates, population demographics, all of which have a potential impact on the demand for similar properties.

Overall, the local market has experienced strong price increases in single family homes over the last year. Sales occurring within the last 12 to 24 months had a median sale price of \$655,000, while sales within the last 12 months had a median sale price of \$685,000. This represents a 4.58% increase. The number of units sold over the survey period reflects an absorption rate of 7.13 units per month, and the current 10 active listings represent a 1.4 month inventory. Moreover, the average days on market for the survey period was 13 days.

Based on current market trends, 3.0% annual market condition adjustment is reasonably supported.

Site Improvements

Site improvements, or a lack thereof, can have a large impact on the price per lot. They include the streets, available utilities, sidewalks, curb and gutter, street lighting, and storm drainage. If the improvements are not installed, or are in a state of partial completion, market participants would require a value incentive to pursue the project.

Adjustments are applied accordingly based on the typical buyers reaction to the possible added cost to development.

Entitlements	Entitlements, in the context of ownership, use, and/or development of real property, the right to receive governmental approvals for zoning and construction permits. These rights can enhance the underlying land value if the designs are desirable to other developers in the market. Typically, more specialized plans reduce the marketability of the entitlements.
Potential for Utilities	The potential for utilities such as water wells, septic systems, or even municipal services is a primary consideration for land developers. Access to utilities is a primary factor in determining the potential use for expanded commercial development. Adjustments are applied accordingly based on the typical buyers reaction to the possible added cost to development.
Ingress/Egress & Access	The ability to physically and legally access a site is also a primary factor in determining the potential use for expanded commercial development.
Zoning	This adjustment category is to ascertain the difference due to the various zoning classifications, allowed density, and/or permits already procured. Depending on location, properties with similar zoning could have dramatically different uses. Where density and use differences occur, adjustments will be made.
Development Potential	Development potential is directly impacted by the size of the site, relative to the floor to area ratio. Larger sites and size with higher zoning allowances have the opportunity to increase scale and maximize floor area, and parking allowances, while smaller sites are relatively limited.
Topography	Consideration is given to shape, topography, and how they impact the potential development utility of the site compared to the subject. Adjustments are applied accordingly based on the typical buyers reaction to the possible added cost to development.
Assemblage Premium	The appraisal profession defines assemblage as, "The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value." Plottage is "the increment of value created when two or more sites are combined to create greater utility." Comparable transaction that were influenced by assemblage premiums are adjusted accordingly.

Interim Improvements

Some of the Comparables are improved with interim use structures that are near or at the end of their economic lives, regardless of the remaining physical life. The value of the underlying land has exceeded the contribution of the improvements. Thus, the highest and best use of these sales, along with the subject property, is for redevelopment.

Parameters of Search

A search has been performed throughout the subject's delineated market area for comparable land transactions. The results are derived using the following criteria:

Highest & Best Use:	Mixed-use development sites
Transaction Elements:	Closed and Active Transactions
Time Frame:	3 years from effective Date
Site Size:	10,000 SF to 50,000 SF
Location:	10-miles radius
Databases:	Costar, Commercial Brokers Association.

Based on these search parameters, we were able to identify a reasonably sized data pool for the comparative analysis. The selected sales are believed to be reasonable and reliable value indicators for the subject property.

Unit of Measurement

The final conclusion will be based on the \$/SF of land area unit of measurement, which is typical for analyzing land sales in the subject's market area.

Summary Sales Chart

The chart below summarizes the unadjusted comparable land sales data, followed by detailed property sale profiles and a location map:

No.	Address	Zoning	Sales Date	Site Size (SF)	Site Restrictions	Sale/ List Price	\$/SF
1	10008 67th Ave NE Marysville, WA 98270	NB - City of Marysville	04/14/23	45,738	None noted	\$840,000	\$18.37
2	220 Ash Ave Marysville, WA 98270	Flex - City of Marysville	06/14/24	21,345	None noted	\$446,050	\$20.90
3	18726 Smokey Pt Blvd Arlington, WA 98223	CC - City of Arlington	03/06/23	40,075	None noted	\$620,000	\$15.47
4	202 N West Ave Arlington, WA 98223	OTBD-2 - City of Arlington	09/02/22	17,860	None noted	\$500,000	\$28.00
5	11901 State Ave Marysville, WA 98271	MU - City of Marysville	Pending Sale	40,075	None noted	\$1,200,000	\$29.94
Sub*	1605 172nd St NE Marysville, WA 98271	MU - City of Marysville	N/A	31,698	None Noted	N/A	N/A

*Special Note: Subject reflects the site area following Right of Way acquisition.

Property Statistics:		Comparable No.	1	Closed Sale
Street Address		City	State	Zip Code
10008 67th Ave NE		Marysville	WA	98270
Property Info			Property Photo	
Dist. From Subject	5.50 miles SE			
Parcel No.	30051500101800			
Land Area (SF)	45,738			
Land Area (Acres)	1.05			
Assessed Value	\$371,400			
Property Type	Vacant Development Site			
Zoning	NB - City of Marysville			
Traffic Exposure	12,000 combined			
Site Restrictions	None noted			
Frontage	390' on 67th Ave NE			
Other	Corner lot			
Transaction Info				
Date of Sale	04/14/23	Sale Price	\$840,000	
Days on Market	126	Property Rights Adj.	\$0	
Buyer	Shri Ganesh LLC	Financing Terms Adj.	\$0	
Seller	Schoolhouse Development	Conditions of Sale Adj.	\$0	
Doc. Number	202304140291	Expend. After Sale Adj.	\$0	
Instrument	Statutory Warranty Deed	Market Condition Adj.	\$35,700	
Property Rights	Fee Simple	Adjusted Sale Price	\$875,700	
Financing	Cash or Cash Equivalent	Adjusted Price/SF	\$19.15	
Condition of Sale	Arms Length			
Legal Description:	SEC 15 TWP 30 RGE 05RT-11) BEG 20 FT N & 30 FT W OF SE COR SE1/4 NE1/4 TPB TH W 147.65 FT TH N 295.3 FT TH E 147.65 FT TH S 295.3 FT TO TPB			
Comments				
The comparable property located at 10008 67th Ave NE in Marysville, WA was sold on April 14, 2023 after spending 126 days on the market. The property is a vacant development site with a land area of 45,738 square feet (1.05 acres), and is situated on a corner lot with 390 feet of frontage along 67th Ave NE. The property is zoned NB under the City of Marysville, and has a traffic exposure of approximately 12,000 vehicles passing by combined from different routes.				
The assessed value of the land was \$371,400, and the property was sold in an arms-length transaction for \$840,000 to the buyer, Shri Ganesh LLC, with the seller being Schoolhouse Development LLC. After a market condition adjustment of \$35,700, the adjusted sale price became \$875,700. This results in an adjusted price per square foot of \$19.15.				
No adjustments were made for factors such as property rights, financing terms, or conditions of sale, as all were considered standard. Similarly, the property was judged as similar in terms of location, zoning, site area, ingress/egress, development potential, and site restrictions, meaning no additional physical adjustments were necessary. The overall gross adjustment factor was 4.3%, but with no further physical adjustments needed, the final adjusted price per square foot remained at \$19.15. This reflects a well-located, corner-lot development site in the growing city of Marysville. Physical % of sale price adjustments are displayed below:				
Physical Adjustments				
Location	Site Area	Zoning	Ingress/Egress	
Similar	Similar	Similar	Similar	
0.0%	0.0%	0.0%	0.0%	
Dev. Potential	Entitlements	Site Restrictions	Other	
Similar	Similar	Similar	Similar	
0.0%	0.0%	0.0%	0.0%	
Gross Adjust. Factor	4.3%	Net Phys. Adjust.	0.0%	
Final Adjusted \$/SF	\$19.15			
Contact	Office		Number	
Jennifer Johnson	Keller Williams		(425) 765-3568	

Property Statistics:		Comparable No.	2	Closed Sale
Street Address		City	State	Zip Code
220 Ash Ave		Marysville	WA	98270
Property Info			Property Photo	
Dist. From Subject		7.0 miles S		
Parcel No.		00510700400100, +1		
Land Area (SF)		21,345		
Land Area (Acres)		0.49		
Assessed Value		\$572,800		
Property Type		Vacant Development Site		
Zoning		Flex - City of Marysville		
Traffic Exposure		None noted		
Site Restrictions		None noted		
Frontage		300' combined		
Other		Corner lot		
Transaction Info				
Date of Sale		06/14/24	Sale Price	\$446,050
Days on Market		323	Property Rights Adj.	\$0
Buyer		Wadda Ebrima/Sainabou	Financing Terms Adj.	\$0
Seller		Allen Hemmat	Conditions of Sale Adj.	\$0
Doc. Number		202406147107	Expend. After Sale Adj.	\$0
Instrument		Statutory Warranty Deed	Market Condition Adj.	\$3,345
Property Rights		Fee Simple	Adjusted Sale Price	\$449,395
Financing		Cash or Cash Equivalent	Adjusted Price/SF	\$21.05
Condition of Sale		Arms Length		
Legal Description:		MARYSVILLE BLK 004 D-00 - LOT 3 TGW VAC ALLEY LY ADJ THRTO PER CITY OFMAR ORD NO 1411 REC AF NO 8504180201		
Comments				
This property consists of 21,345 square feet of land, situated on two contiguous parcels at a corner lot in Marysville. It is zoned as Flex under the City of Marysville’s regulations, allowing for a variety of mixed-use development such as artisan workshops, light industrial/manufacturing, and commercial uses. However, new residential developments, schools, daycares, and other sensitive uses are prohibited due to air quality, noise, and odor impacts from the nearby I-5 freeway and BNSF railroad corridor. The property was on the market for 323 days before it was purchased on June 14, 2024 by Wadda Ebrima/Sainabou for \$446,050. The transaction was arms-length, meaning it took place under typical market conditions, and involved no special circumstances or relationships between buyer and seller that could skew the sale price. The seller, Allen Hemmat, transferred the property via a statutory warranty deed, with fee simple ownership rights conveyed. In terms of financing, the deal was completed with cash or cash equivalent, ensuring no need for adjustments related to financing terms. The sale price adjustment for market conditions resulted in an additional \$3,345 being added, reflecting the property's value at the time of sale compared to broader market conditions, bringing the final adjusted sale price to \$449,395. This translates to an adjusted price per square foot of \$21.05 for the property. Physical % of sale price adjustments are displayed below:				
Physical Adjustments				
Location		Site Area	Zoning	Ingress/Egress
Similar		Similar	Similar	Similar
0.0%		0.0%	0.0%	0.0%
Dev. Potential		Entitlements	Site Restrictions	Other
Similar		Similar	Similar	Similar
0.0%		0.0%	0.0%	0.0%
Gross Adjust. Factor		0.8%	Net Phys. Adjust.	0.0%
Final Adjusted \$/SF		\$21.05		
Contact		Office		Number
Kyle Stevens		Northland RE		(425) 422-4699

Property Statistics:		Comparable No.	3	Closed Sale
Street Address		City	State	Zip Code
18726 Smokey Pt Blvd		Arlington	WA	98223
Property Info			Property Photo	
Dist. From Subject	1.50 miles NW			
Parcel No.	31052000100300			
Land Area (SF)	40,075			
Land Area (Acres)	0.92			
Assessed Value	\$478,600			
Property Type	Interim-Use Redevelopment			
Zoning	CC - City of Arlington			
Traffic Exposure	7,000			
Site Restrictions	None noted			
Frontage	420' combined			
Other	Corner lot			
Transaction Info				
Date of Sale	03/06/23	Sale Price	\$620,000	
Days on Market	169	Property Rights Adj.	\$0	
Buyer	Jammeh Bintou & Yaya	Financing Terms Adj.	\$0	
Seller	Jake's House Church	Conditions of Sale Adj.	\$0	
Doc. Number	202303067040	Expend. After Sale Adj.	\$0	
Instrument	Statutory Warranty Deed	Market Condition Adj.	\$27,900	
Property Rights	Fee Simple	Adjusted Sale Price	\$647,900	
Financing	Cash or Cash Equivalent	Adjusted Price/SF	\$16.17	
Condition of Sale	Arms Length			
Legal Description:	SEC 20 TWP 31 RGE 05RT-1A1) BEG NXN OF S LN CO RD WH RUNS ALG NLY NE1/4 NE1/4 & W LN ST HWY 1 TH SLY ALG W LN SD ST HWY 1 FOR 200 FT TH			
Comments				
The comparable property is located 1.5 miles northwest of the reference point and consists of a 40,075 square foot lot (approximately 0.92 acres), which is larger than the earlier property. This site is zoned CC (Commercial Corridor) under the City of Arlington's zoning regulations, promoting pedestrian-oriented, urbanized, mixed-use neighborhoods. The CC zone is designed to create urban spaces along designated transit routes, integrating features such as widened sidewalks, drop lanes for street parking, mid-block pedestrian crossings, and bike lanes.				
The property was sold as an interim-use redevelopment site, with a 2,200 square foot manufactured home situated on the land at the time of sale. It remained on the market for 169 days before being purchased by Jammeh Bintou & Yaya from Jake's House Church for \$620,000. Similar to the previous property, the sale was conducted at arms-length, with fee simple rights transferred through a statutory warranty deed. The transaction was completed using cash or cash equivalent financing.				
A market condition adjustment of \$27,900 was applied to account for general market trends, bringing the adjusted sale price to \$647,900. This yields an adjusted price per square foot of \$16.17. Physical % of sale price adjustments are displayed below:				
Physical Adjustments				
Location	Site Area	Zoning	Ingress/Egress	
Similar	Similar	Similar	Similar	
0.0%	0.0%	0.0%	0.0%	
Dev. Potential	Entitlements	Site Restrictions	Other	
Similar	Similar	Similar	Similar	
0.0%	0.0%	0.0%	0.0%	
Gross Adjust. Factor	4.5%	Net Phys. Adjust.	0.0%	
Final Adjusted \$/SF	\$16.17			
Contact	Office		Number	
Marty Leese	Workman RE Services		(425) 231-0495	

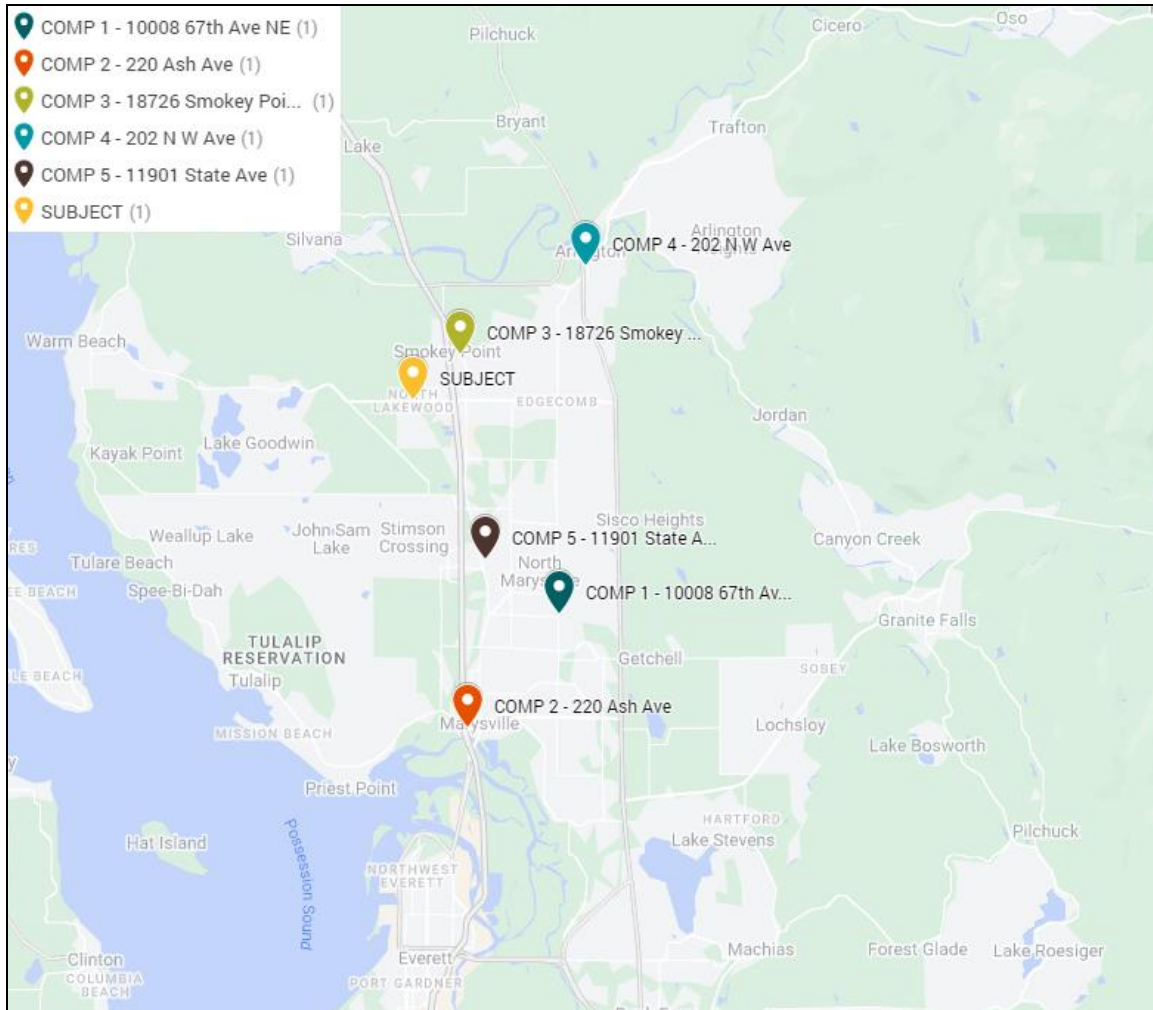
Property Statistics:		Comparable No.		4		Closed Sale	
Street Address		City		State		Zip Code	
202 N West Ave		Arlington		WA		98223	
Property Info				Property Photo			
Dist. From Subject		4.75 miles NW					
Parcel No.		31051100201400					
Land Area (SF)		17,860					
Land Area (Acres)		0.41					
Assessed Value		\$389,200					
Property Type		Interim-Use Redevelopment					
Zoning		OTBD-2 - City of Arlington					
Traffic Exposure		17,000					
Site Restrictions		None noted					
Frontage		240' combined					
Other		Interior lot, double frontage					
Transaction Info							
Date of Sale		09/02/22		Sale Price		\$500,000	
Days on Market		None Noted		Property Rights Adj.		\$0	
Buyer		West Ave Properties LLC		Financing Terms Adj.		\$0	
Seller		Rosie Donald & Raeleen		Conditions of Sale Adj.		\$0	
Doc. Number		202209027062		Expend. After Sale Adj.		\$0	
Instrument		Statutory Warranty Deed		Market Condition Adj.		\$31,250	
Property Rights		Fee Simple		Adjusted Sale Price		\$531,250	
Financing		Cash or Cash Equivalent		Adjusted Price/SF		\$29.75	
Condition of Sale		Arms Length					
Legal Description:		SEC 11 TWP 31 RGE 05RT-17) BEG NE COR NE1/4 NW1/4 TH S 355FTTPB TH CONT S 120FT TH W TO E LN ST HWY NO 1 TH NLY ALG E LN SD HWY TAP W OF					
Comments							
This comparable property represents a closed sale of an interim-use redevelopment site located northwest of the subject property in Arlington. It encompasses 17,860 square feet of land and is zoned OTBD-2 (Old Town Business District), which allows for a diverse range of commercial activities as well as high-density residential uses. The zoning encourages a pedestrian-oriented environment and supports mixed-use developments with varying density based on specific projects and conditional permitting by the city. At the time of sale, the site was improved with two detached, interim-use single-family residences. Interim income likely offsets holding costs and demo. This transaction is noted to have occurred off-market, indicating a private sale without public listing. A market condition adjustment of \$31,250 was applied to account for general market trends, bringing the adjusted sale price to \$531,250. This yields an adjusted price per square foot of \$29.75. Physical % of sale price adjustments are displayed below:							
Physical Adjustments							
Location		Site Area		Zoning		Ingress/Egress	
Similar		Similar		Similar		Similar	
0.0%		0.0%		0.0%		0.0%	
Dev. Potential		Entitlements		Site Restrictions		Other	
Similar		Similar		Similar		Similar	
0.0%		0.0%		0.0%		0.0%	
Gross Adjust. Factor		6.3%		Net Phys. Adjust.		0.0%	
Final Adjusted \$/SF						\$29.75	
Contact				Office		Number	
Donald Rosie				Seller		(360) 550-5858	

Property Statistics:		Comparable No.	5	Pending Sale
Street Address		City	State	Zip Code
11901 State Ave		Marysville	WA	98271
Property Info			Property Photo	
Dist. From Subject		3.75 miles SE		
Parcel No.		30050900205500		
Land Area (SF)		40,075		
Land Area (Acres)		0.92		
Assessed Value		\$794,300		
Property Type		Vacant Development Site		
Zoning		MU - City of Marysville		
Traffic Exposure		15,500		
Site Restrictions		None noted		
Frontage		225' on State Ave		
Other		Interior lot		
Transaction Info				
Date of Sale		Pending Sale	Sale Price	\$1,200,000
Days on Market		688	Property Rights Adj.	\$0
Buyer		N/A	Financing Terms Adj.	\$0
Seller		International Church of 4 S	Conditions of Sale Adj.	\$0
Doc. Number		N/A	Expend. After Sale Adj.	\$0
Instrument		N/A	Market Condition Adj.	\$0
Property Rights		Fee Simple	Adjusted Sale Price	\$1,200,000
Financing		N/A	Adjusted Price/SF	\$29.94
Condition of Sale		N/A		
Legal Description:		Section 09 Township 30 Range 05 - LOT 1 OF CITY OF MAR BSP REC AFN 200103135002 & BEING PTN OF SE1/4 NW1/4 LESS RD R/W TO CITY OF MAR		
Comments				
This comparable property is a pending sale of a vacant development site situated southeast of the subject property in Marysville. The site measures 40,075 square feet and is zoned MU (Mixed Use), which supports a mix of high-density employment, retail, and residential development. The zoning encourages a pedestrian friendly environment and allows for a maximum density of 28 units per acre, with a base building height limit of 45 feet.				
The parcel features 225 feet of frontage on State Avenue, providing significant visibility and access for potential development. This property is classified as an interior lot, indicating it is surrounded by other properties but still offers advantageous access. At the time of this report, the sale remains pending, suggesting ongoing negotiations. Physical % of sale price adjustments are displayed below:				
Physical Adjustments				
Location		Site Area	Zoning	Ingress/Egress
Similar		Similar	Similar	Similar
0.0%		0.0%	0.0%	0.0%
Dev. Potential		Entitlements	Site Restrictions	Other
Similar		Similar	Similar	Similar
0.0%		0.0%	0.0%	0.0%
Gross Adjust. Factor		0.0%	Net Phys. Adjust.	0.0%
Final Adjusted \$/SF			\$29.94	
Contact		Office		Number
Steve Pelluer		Kidder Mathews		(425) 450-1185

Land Sales Adjustment Grid

Land Sale Adjustment Grid					
	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Address	10008 67th Ave NE Marysville, WA 98270	220 Ash Ave Marysville, WA 98270	18726 Smokey Pt Blvd Arlington, WA 98223	202 N West Ave Arlington, WA 98223	11901 State Ave Marysville, WA 98271
Sale date	4/14/2023	6/14/2024	3/6/2023	9/2/2022	Pending Sale
Site Size (SF)	45,738	21,345	40,075	17,860	40,075
Sale Price	\$840,000	\$446,050	\$620,000	\$500,000	\$1,200,000
Sale Price (\$/SF)	\$18.37	\$20.90	\$15.47	\$28.00	\$29.94
Transactional Adjustments					
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	\$0	\$0	\$0	\$0	\$0
Adjusted Price	\$840,000	\$446,050	\$620,000	\$500,000	\$1,200,000
Financing Terms	Cash or Cash Equivalent	Cash or Cash Equivalent	Cash or Cash Equivalent	Cash or Cash Equivalent	N/A
Adjustment	\$0	\$0	\$0	\$0	\$0
Adjusted Price	\$840,000	\$446,050	\$620,000	\$500,000	\$1,200,000
Conditions of Sale	Arms Length	Arms Length	Arms Length	Arms Length	N/A
Adjustment	\$0	\$0	\$0	\$0	\$0
Adjusted Price	\$840,000	\$446,050	\$620,000	\$500,000	\$1,200,000
Expenditures After Purchase	None	None	None	None	None
Adjustment	\$0	\$0	\$0	\$0	\$0
Adjusted Price	\$840,000	\$446,050	\$620,000	\$500,000	\$1,200,000
Market Conditions	17 Months Prior	3 Months Prior	18 Months Prior	25 Months Prior	Pending Sale
Adjustment	\$35,700	\$3,345	\$27,900	\$31,250	\$0
Adjusted Sale Price	\$875,700	\$449,395	\$647,900	\$531,250	\$1,200,000
Adjusted Price/SF	\$19.15	\$21.05	\$16.17	\$29.75	\$29.94
Physical Adjustments					
Location	Similar	Similar	Similar	Similar	Similar
Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%
Site Area	Similar	Similar	Similar	Similar	Similar
Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%
Zoning	Similar	Similar	Similar	Similar	Similar
Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%
Ingress/Egress	Similar	Similar	Similar	Similar	Similar
Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%
Dev. Potential	Similar	Similar	Similar	Similar	Similar
Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%
Entitlements	Similar	Similar	Similar	Similar	Similar
Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%
Site Restrictions	Similar	Similar	Similar	Similar	Similar
Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%
Other	Similar	Similar	Similar	Similar	Similar
Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%
Net Physical Adjustments	0.0%	0.0%	0.0%	0.0%	0.0%
Final Adjusted \$/SF	\$19.15	\$21.05	\$16.17	\$29.75	\$29.94
Total Net Adjustments (% of SP)	4.3%	0.8%	4.5%	6.3%	0.0%
Total Gross Adjustments (% of SP)	4.3%	0.8%	4.5%	6.3%	0.0%

Land Sales Comparable Map



Reconciliation of Land Sales Approach

In performing this approach, we relied on four closed sales and one pending sale of vacant or interim use sites located in reasonable proximity to the subject. The primary characteristics of adjustment involve Site Area, Zoning, Ingress/Egress, Dev. Potential, Entitlements, and Site Restrictions. Each comparable, following adjustments, displays similar functional utility and overall property productivity as the subject.

Weight distribution is based on the elements of comparison, which can be both non-physical and physical characteristics. Non-physical elements include real property rights, financing terms, conditions of sales and expenditures made after purchase. Gross Adjustment Factors (GAF), take into account the absolute sum of the physical adjustments made to each comparable. Typically, comparables with fewer adjustment factors are more similar to the subject than those having higher adjustments and are ultimately given more weight.

Listings and/or pending (under contract) properties were included in this analysis to demonstrate the most current market activity and current competition considered by potential buyers. Because the final conveyance amount is unknown, listing comparables should be generally weighted lightly, but are often helpful in establishing the upper limit of probable value in the final reconciliation, or as guidance in times of rapidly changing market conditions.

The adjusted price per square foot (\$/SF) in the Land Sale Adjustment Grid ranges from \$16.17/SF to \$29.94/SF.

Comp 3 has the lowest adjusted price (\$16.17/SF), primarily due to an older sale date and less favorable market conditions; Comp 5 shows the highest adjusted price (\$29.94/SF), reflecting a pending sale in today's market, with no adjustments needed; Comp 4 (\$29.75/SF) had an older sale date but received a significant market condition adjustment, bringing it close to today's market values; Comps 1 (\$19.15/SF) and Comp 2 (\$21.05/SF) reflect more moderate values with small adjustments for market conditions, positioning them in the middle of the range.

Overall, the range is driven by market timing, with older sales requiring more adjustment, while recent and pending sales reflect current higher market condition

The "Before" value indication of the subject's underlying land component, as of the effective date October 3, 2024, is displayed as follows:

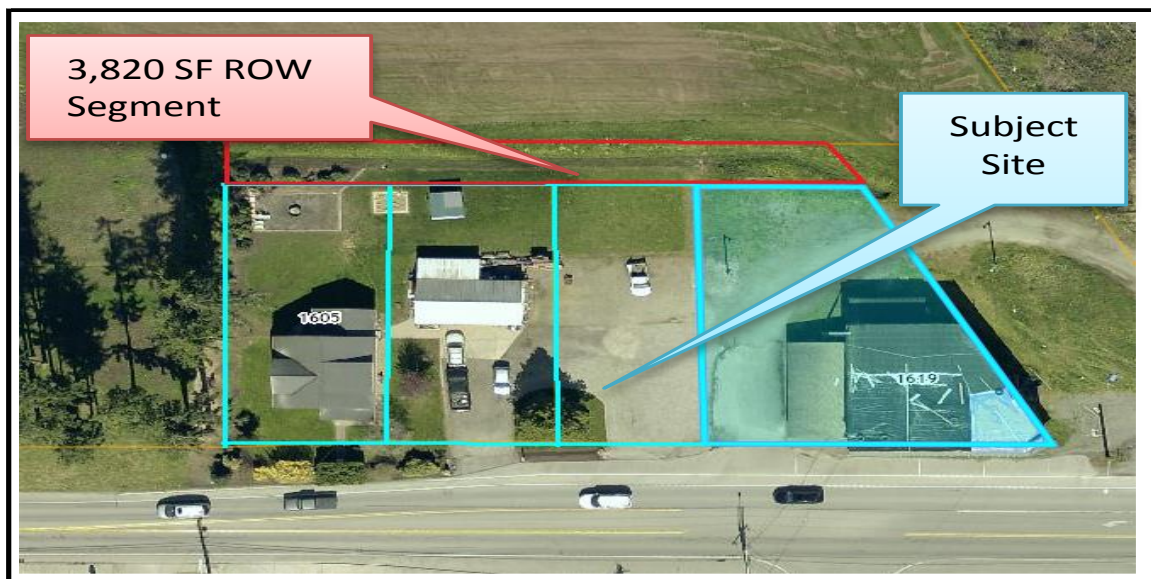
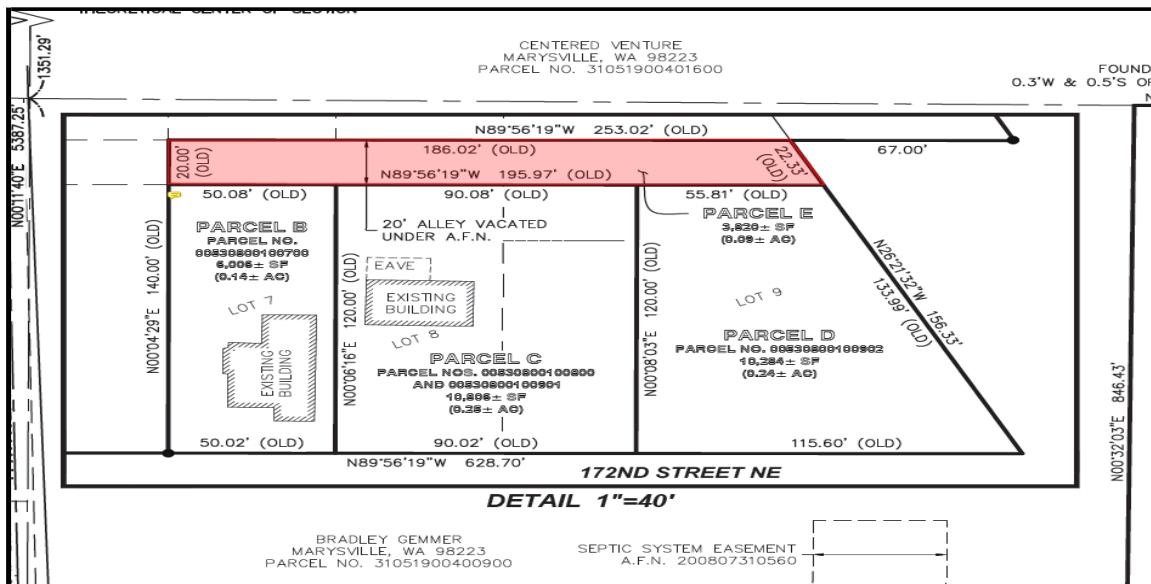
Final Value Indication - Before			
Comparable Sales	Adj \$ Indications	% Weight	\$ Indication
Comparable No.1	\$19.15	25%	\$4.79
Comparable No.2	\$21.05	40%	\$8.42
Comparable No.3	\$16.17	20%	\$3.23
Comparable No.4	\$29.75	10%	\$2.97
Comparabel No. 5 (Pending)	\$29.94	5%	\$1.50
Sum of Value Weighted Average		100%	\$20.91
Subject Site Area (SF) - Before Acquisition	27,878	X \$/SF	\$583,028

Property Valuation – After Acquisition

Description of Proposed Acquisitions

The segment of the public right-of-way to be acquired is along the northern edge of the subject site and contains 3,820 SF of land area. As per a survey performed by North Peak Associates, LLC, the acquired area is mostly rectangular and is roughly 196 feet long on the southern side, 186 feet long on the northern side, and generally 20 feet to 23 feet deep, as presented in the following diagrams.

Survey & Diagrams:



Description of Site Following Acquisition

In the remainder, the subject site will gain an additional 3,820 SF of land area upon the acquisition of a segment of the public right-of-way along the northern edge of the site, bringing the total land area for the site to 31,698 SF. The subject property will continue to have frontage along the same arterial (Highway 531), however, the shape of the site will be enhanced through the acquisition creating a more functional development footprint. The zoning and the highest and best use of the property will be unchanged from the before situation, which calls for residential, multi-family, or mixed-use development.

Given current market conditions and redevelopment trends in the area, it is reasonable to conclude that the existing buildings have reached the end of their economic life and should be demolished to facilitate expanded mixed-use development. Therefore, the property's value is equal to the underlying land value, with the contribution of the interim-use structures offset by holding and demolition costs

Summary of Land Sales Approach- After

In the after state, the subject property productivity will remain the same as the before state, yet the land area will be expanded. Within this analysis, the same set of comparables and adjustment, previously relied on to establish the value of the underlying fee value in the before state are used to establish the value of the land area in the after state.

The "After" value indication of the subject site after the acquisitions, as of the effective date October 3, 2024, is displayed as follows:

Final Value Indication - After			
Comparable Sales	Adj \$ Indications	% Weight	\$ Indication
Comparable No.1	\$19.15	25%	\$4.79
Comparable No.2	\$21.05	40%	\$8.42
Comparable No.3	\$16.17	20%	\$3.23
Comparable No.4	\$29.75	10%	\$2.97
Comparable No.5 (Pending)	\$29.94	5%	\$1.50
Sum of Value Weighted Average		100%	\$20.91
Subject Site Area (SF) - After Acquisition	31,698	X \$/SF	\$662,917

Summary of Findings- Final Value Indications

Resulting from our investigation and analysis, the final opinion of value in the before and after state, as of the effective date October 3, 2024 (date of site visit), is reported as follows:

Final Reconciliation of Value	
Appraisal Premise	\$ Indication
Opinion of Land Value Before Acquisition, Rounded	\$585,000
Opinion of Land Value After Acquisition, Rounded	\$665,000
Value Difference, Rounded	\$80,000

General Assumptions & Limiting Conditions

In the appraisal process, a variety of general assumptions and limiting conditions are relied upon. The following is a description of those used in this analysis:

1. By this notice, all persons and firms reviewing, utilizing or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report, they are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's function is to provide a present market value indication for the subject property based upon the appraiser's observations as to the subject property and real estate market. This appraisal is not an engineering, construction, legal or architectural study nor a survey. Expertise in these areas, among others, is not implied.
2. The appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
3. The appraiser(s) have inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural, or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate assumes that there are no such conditions that would cause a loss of value, other than those specifically cited herein.
4. The appraisal is based on the assumption that there are no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures, which would render it more or less valuable. The appraiser and firm have no responsibility for any such conditions or for any expertise and engineering to discover them.
5. No specific soil bearing tests were furnished or made as a part of this report; however, soil stability and bearing capacity are assumed to be sufficient to permit development.
6. All dimensions and legal descriptions are assumed to be correct as supplied and/or found through available records. Any maps, sketches, reproductions or photographs included in this report are for illustration and as an aid for visualizing the property only.
7. All information as found in data furnished or in public records is deemed reliable. If any errors are found, the right is reserved to modify the conclusions reached.
8. This report is based on the premise that the title to the property is good and merchantable, and that there are no liens, clouds or encumbrances against the title. No responsibility is assumed for matters that are legal in nature.
9. Any liens or encumbrances that may now exist have been disregarded, and the property has been appraised as though free of indebtedness and as though no delinquency in payment of general taxes and special assessments exist.

10. It is assumed that the property that is the subject of this report will be under prudent and competent ownership and management, neither inefficient nor super-efficient.
11. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used. The values assigned to improvement shown in this report are in proportion to the contribution said improvements make to the value of the property as a whole.
12. The value premises cited in this report are considered foundational and basic to the value opinions reported herein, and the right is hereby reserved by the appraiser to alter, revise and/or rescind any of these said value opinions should subsequent or additional data be found, or in the event the conditions are modified to any extent.
13. Possession of this report, or any portion or copy thereof, does not carry with it the right to publication, nor may the same be used for any purpose by anyone but the client without the prior written consent and approval of the appraiser, and in any event only in its entirety.
14. Employment to make this appraisal does not require testimony in court unless mutually satisfactory arrangements are made in advance.
15. The estimated market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.
16. In cases of appraisals involving the capitalization of income benefits, the estimate of market value is a reflection of such benefits and the appraiser's interpretation of income yields and other factors derived from market information. Such estimates are as of the date of the estimate of value only; they are thus subject to change as the market and value is naturally dynamic.
17. Appraisal reports that contain a valuation relating to an estimate in land that is less than the whole fee simple estate are subject to the following: "the value reported for such estates relates to a fractional interest only in the real estate involved and the value of the fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole".
18. Appraised values that relate to geographical portions of a large parcel or tract of real estate are subject to the following: "the value reported for such geographical portion relates to such portion only and should not be construed as applying with equal validity to other portions of the larger parcel or tract. The value reported for such geographical portion plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity".
19. The appraiser assumes that a purchaser is aware that (1) this appraisal on the subject property does not serve as a warranty on the condition of the property, (2) it is the responsibility of the purchaser to examine the property carefully and to take all necessary precautions before signing a purchase contract, and (3) any estimate for repairs is a non warranted opinion of the appraiser unless otherwise stated.
20. If this appraisal is prepared in conformance with the plans and specifications provided to your appraiser it assumes completion in a workmanlike manner. The appraiser cannot be held

responsible for unforeseeable events that alter market conditions prior to completion or effective date of the opinion.

21. Where a Discounted Cash Flow Analysis has been used it has been prepared on the basis of information and assumptions stipulated in this report. The achievement of any financial projections will be affected by fluctuating economic conditions and is dependent upon the occurrence of other future events that cannot be assured. Therefore, the actual results achieved may vary from the projections made and such variation may be material.
22. Prior to entering into an agreement to perform any assignment, an appraiser must carefully consider the knowledge and experience that will be required to complete the assignment competently; or disclose any lack of specific knowledge or experience to the client, and take all steps necessary or appropriate to complete the assignment competently. Your appraisers have both the knowledge and experience required to complete this assignment competently.
23. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. The presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property. The value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if so desired.
24. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which they are connected, or any reference to the Appraisal Institute or the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media or any other public means of communications without prior written consent and approval of the appraiser.
25. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.
26. The federal government has enacted legislation, referred to as Megan's Law, which encourages states to disclose to the public the whereabouts of convicted child molesters within the community. These individuals may be transient and therefore the situation may change periodically. While the appraiser has no knowledge of any offenders residing nearby the subject property, the scope of this assignment did not include any investigation into this matter. The client is advised to consult with local law enforcement officials about this issue. The appraiser assumes no responsibility for any issues related to Megan's Law.
27. There are a wide variety of detrimental conditions that can impact property values. These include, but are not limited to: non-market motivations, future temporary disruptions, stigmas, convicted criminals who reside in the neighborhood, neighborhood nuisances, future unannounced

surrounding developments, structural and engineering conditions, construction conditions, soils and geo-technical issues, environmental conditions, endangered species and natural conditions. The appraiser has inspected the subject property on a level that is consistent with the typical responsibilities of the appraisal profession; however, the appraiser does not have the expertise of market analysts, soils, structural or environmental engineers, scientists, specialists, urban planners and specialists in these various fields. Unless otherwise stated within the report, the appraiser assumes no responsibilities for the impact that the variety of detrimental conditions may cause.

28. The liability of Lamb Hanson Lamb Appraisal Associates, Inc., its Associate Appraisers and employees is limited to the client only. There is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiency in the property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in case of lawsuit (brought by lender, partner, or part owner in any form of ownership, tenant or any other party), any and all awards, settlements, or cost, regardless of outcome; the client will hold Lamb Hanson Lamb Appraisal Associates, Inc. and its Associate Appraisers harmless and indemnify Lamb Hanson Lamb, Appraisal Associates, Inc. in connection therewith. Acceptance of and/or use of this appraisal report by client or any third party is prima facie evidence that the user understands and agrees to these conditions.
29. Lamb Hanson Lamb Appraisal Associates, Inc. shall use ordinary care in performing all work, but under no circumstances shall Lamb Hanson Lamb Appraisal Associates, Inc., its directors, officers, employees or agents be liable to the client for any special, incidental or consequential damages arising out of or in connection with this appraisal or the performance or nonperformance thereof, whether in contract, tort (including strict liability and negligence), or otherwise, including without limitation, loss of profits or loss of revenues, even if Lamb Hanson Lamb Appraisal Associates, Inc. has been advised of the possibility of such damages.
30. Privacy Notice: Pursuant to the Gramm-leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.
31. Types of Nonpublic Personal Information We Collect: In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.
32. Parties to Whom We Disclose Information: We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.
33. A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.
34. Confidentiality and Security: We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In

order to protect your non public personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information. Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide to us.

Appraiser Qualifications & Supporting Data Addendum



LHL APPRAISAL ASSOCIATES, INC.

Patrick M. Lamb, MAI

WA State General Certified Appraiser (1101646)

PROFESSIONAL PROFILE

Patrick M. Lamb, MAI currently stands as President/CEO of Lamb Hanson Lamb Appraisal Associates, Inc. (LHL). This makes him the fourth consecutive generation of his family to operate a local appraisal firm, and the third consecutive generation of Appraisal Institute designated members. His father Michael B. Lamb, MAI/SRA and grandfather Berkley A. Lamb, SRA both served as past presidents of the local chapter.

Mr. Lamb is a Washington State General Certified appraiser and has been providing valuation services since 2001. He holds a bachelor's degree from the University of Washington in Business Administration. He is involved in performing a full spectrum of commercial and residential appraisal services to clients located throughout Western Washington and the Greater Pacific Northwest.

In addition to providing strategic direction and service to clients, Patrick also performs technical components of the firm's valuation projects, conducts interviews, reviews appraiser's work, composes appraisal reports and ensures compliance with latest guidelines. He manages and performs complex assignments involving multiple locations and/or financial interests. His education background and experience in valuation encompasses all major appraisal disciplines. Lastly, Mr. Lamb acts as the firm's primary supervisor and has successfully mentored 3 appraisers through their MAI designations, 12 trainees through the state certification process, (9 General Certified Appraisers and 3 Residential Certified Appraiser), and is currently training 3 trainees.

PROFESSIONAL DESIGNATIONS/ CERTIFICATIONS

2011: Designated Member of the Appraisal Institute (MAI)
2004: Certified General Real Estate Appraiser, Washington License No. 27011-1101646,

AWARDS

2013: Presidents Award- Seattle Chapter of the Appraisal Institute

ORGANIZATIONAL ROLES AND AFFILIATIONS

Elected Chapter Director, AI Seattle Chapter, 2018

Appointed as Program Chair, AI Seattle Chapter, 2014
Moderator: Green Construction Panel
Moderator: Micro-housing Panel
Moderator: Modular Construction Panel
Moderator: Tax Appeal & Procedure Panel

Appointed as Region 1 Candidate Guidance Liaison, AI National, 2014-2015
Candidate Guidance Chair, AI Seattle Chapter, 2012-2013
LDAC Representative (Leadership Development and Advisory Council), 2013, 2014 & 2015

RMA (Risk Management Association) Young Professional Group (YP). Served as communications chair, programs chair, golf tournament chair, vice chairman, and chairman. As chairman, he acted as the liaison with the main Puget Sound RMA Chapter board.

Mr. Lamb has also served on the Rainier Rotary Board as membership chair, the Florentine HOA board, Tower 39 Board, and on LHL's corporate board. Other affiliations include Washington State CPA's, WSBA Young Lawyer Division, Bellevue Breakfast Roundtable, Belden Group, Community Association Institute (CAI), Financial Planning Service Group, West Seattle Chamber, the International Right of Way Association, Member RMA (Risk Management Association), Member of Association of Washington Businesses (AWB), and City Club.

Most recently, Mr. Lamb has been elected to the Board of Governors of Seattle CityClub, a non-partisan, nonprofit education organization dedicated to informing citizens and building community leadership in the greater Seattle region.

SPEAKING ENGAGEMENTS

- 2016: Appraisal Institute Civic Health, An Engaged Membership Matter
- 2015: Judge, Jury & Executioner. Explore the Appraisers Role as Arbitrator
- 2015: Belden Club: What's it all work Insider Look at Real Property & Business Appraisal.
- 2015: WA State Bar Association Real Property Probate & Trust, Midyear Conference.
- 2014: Seattle Chapter Fall Conference: Technology Trends impacting Appraisers.
- 2013: Small Business Administration (SBA) Seminar: Improvements appraisal engagements, and establishing better expectations of scope of work.
- 2012: Key Bank, Commercial Banking Argosy Cruise, General Appraisal Topics
- 2010: Risk Management Association (RMA), Presentation on Fundamental Market Analysis, Recovery Prediction Techniques for Residential Housing Market, CE luncheon.
- 2009: Risk Management Association (RMA), Young Professionals Event: Appraisal Industry Update and Overview.
- 2009: Risk Management Association (RMA), Participated as Expert Guest on National Conference Call discussing current appraisal Issues, CE.

WORK EXPERIENCE

2001- Present- Lamb Hanson Lamb Appraisal Associates, Inc.

EDUCATION

2001 University of Washington - Bachelor of Arts. Business Management.
2001 University of Washington – Minor Political Science

COURSE WORK/ SEMINARS (Last 10 yrs)

2024: 7-hour USPAP Update, Mckissock
2024: Complex properties, Mckissock
2023: Appraisal Institute Seattle Chapter Fall Conference, Seattle, WA
2022: Appraisal of Assisted Living Facilities, Mckissock
2022: 2022-2023 7-hour National USPAP Update, Mckissock
2022: Business Practices and Ethics, Appraisal Institute
2021: Appraiser's Guide to Expert Witnessing, Appraisal Institute
2020: The-Basics-of-Expert-Witness-for-Commercial-Appraisers, Mckissock
2020: USPAP-Update-Course-for-Non-Residential-Real-Property, Mckissock
2020: Land-Subject-to-Ground-Leases, Mckissock
2018: Advanced Hotel Appraising – Full Service Hotels, Mckissock
2018: Basic Hotel Appraising – Limited Service Hotels Mckissock
2018: 2018-2019 7-hour USPAP Update, Mckissock
2017: Appraisal Institute Seattle Chapter Fall Conference, Seattle, WA
2017: Uniform Appraisal Standards of Federal Land Acquisitions: Practical Applications
2016: USPAP 2016-2017 Update, Appraisal Institute, WA
2016: Appraisal Institute Seattle Chapter Fall Conference, Seattle, WA
2016: Business Practices and Ethics, Appraisal Institute, WA
2015: Appraisal Institute Seattle Chapter Fall Conference, Seattle, WA
2014: Valuation of Railway Corridors, Appraisal Institute, Webinar.
2015 Appraisal Institute LDAC Conference, Washington DC
2014 The Valuation of Partial Acquisitions, IRWA, Seattle, WA
2014 USPAP 2014 Update, Mckissock, Online
2014 Appraisal Institute LDAC Conference, Washington DC
2014 Defining Micro Apartments - Development, Planning, and Financing
2014 Evaluating Post Occupancy Energy Performance on Green-Built Structures
2013 Appraisal Institute Seattle Chapter Fall Conference, Seattle, WA
2013 Appraisal Institute Seattle Chapter Candidate Advisor Course
2012 Appraisal Institute National Conference, Coronado, CA
2012 Marketability Studies: Advanced Considerations and Applications, Coronado, CA
2012 Common Errors/Misconceptions in Yellow Book Assignments, Coronado, CA
2012 Going Concern Issues in Hospitality Valuation, Coronado, CA
2012 Risk Management Association, Analyzing Business Tax Returns, Seattle, WA
2012 Appraisal Institute, Fundamentals of Separating Real, Personal Property, and Intangible Business Assets, San Francisco, CA
2011 American Bankers Association, Going Concern Appraisals: Understanding Allocation of Tangible and Intangible Assets, National Teleconference, Chicago IL.

TESTIMONY/ DEPOSITOIN

Date	Engagement	Location	Client	Property	Case Purpose
2023	Court Jury Testimony, Deposition	Snohomish County Superior Court, No. 22-2-06310-31	Socius Law Group, LLC	Entitled land	DIV entitlements discrepancy.
2023	Zoom Testimony, Deposition	HONORABLE JUDGE STANLEY J. RUMBAUGH TRIAL START DATE: APRIL 18, 2023 NO. 20-2-08614-8	Tim Petrie timwpetrie@gmail.com	Intersection of 216th Street E & 146th Ave E (Right-of Way Easement) Graham, WA.	Easement expansion dispute
2022	Zoom Testimony	Kind County Superior Court,	Goldberg Jones	Single Family Home 3940 SW Kenyon St Seattle, WA 98136	Marital Dissolution Value Dispute
2021	Arbitration Zoom Testimony	Arbitration	McGavick Graves, P.S	Multiple	Marital Dissolution Value Dispute
2020	Court Zoom Testimony	Pierce County Judge Ronald B. Leighton #18-2-12870-1	Favros Law	Tacoma Industrial	Value Dispute
2019	2nd Deposition/Trial Pending	King County	Helsell Fetterman, LLP	Lynnwood retail partial take	Eminent Domain
2019	1 st Deposition/Trial Pending	King County	Helsell Fetterman, LLP	Lynnwood retail partial take	Eminent Domain
2019	Pending	King County	Pivotal Law Group	Shoreline retail partial take	Eminent Domain
2018	Deposition	King County	Fallon McKinley & Wakefield, PLLC	Chimney Apartment	Insurance Fire Loss Dispute
2018	Settled	King County	Gillaspy & Rhode, PLLC	Lake Hills Village Mixed Use Center	Construction Defect
2016	Binding Arbitration	Offices of Judge Paris Kallas	Mutual of Enumclaw	Dante's Pub, Fire loss	Insurance Loss Dispute
2016	Deposition/ Pre-trial settlement	Law Offices	Soos Creek Water and Sewer Dist.	Wetland encumbered Land	Partial take, easements
2016	Deposition/ Court Testimony	Pierce County Superior Court	Lisa Wolford	Industrial Site	Marital Dissolution
2015	Deposition/ Court Testimony	King County Superior Court	Roi & Ye v. Federal Way	Vacant Land w/ Wetland buffer	Eminent Domain
2015	Deposition/ Court Testimony	Federal District Court, Tacoma	APES, Mike Mazza	Industrial Site	Value Dispute
2015	Court Testimony	Snohomish County Superior Court	THOMPSONREUTER c/o Wells Fargo	SFR	Value Dispute
2015	Deposition, Arbitration	Seattle, Private Arbitration	Kay Alton	Vashon Sand & Gravel	Binding Arbitration
2015	Deposition	King County	Integrative Family Law	SFR	Marital Dissolution

PROPERTY TYPES APPRAISED

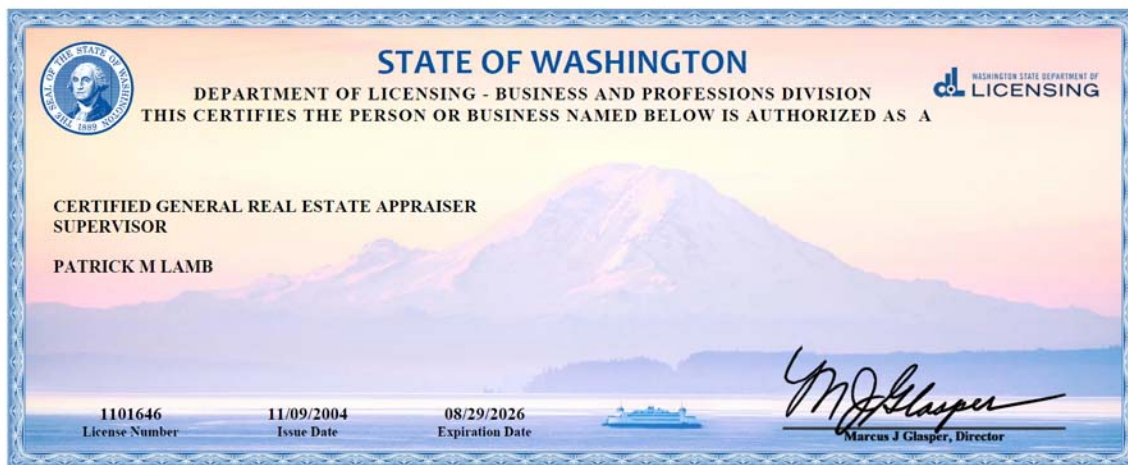
Lodging • Hotel • Motel • Interval Ownership (timeshares) Sports & Recreation • Athletic Clubs • Golf Courses • Bowling Alleys • Marinas • Arenas Consumer Services • Convenience Stores • Lube Centers • Restaurants (full and quick serve) • Shopping Malls and Lifestyle Centers • Bank Branches	Healthcare & Senior Housing • Hospitals • Surgical and Imaging Centers • Rehabilitation Centers and Skilled Nursing Centers • Assisted Living Facilities • Independent Living Facilities • Continuing Care Retirement Communities (CCRC's) Other Specialized Assets • Day Care Centers • Educational Facilities • Specialized Manufacturing • Student Housing • Group Homes • Multi-Family (Affordable Housing)
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Commercial Property Types	Reporting Uses	Other Uses
• Office Buildings • Corporate & Industrial Parks • Public & Private Projects • Shopping Malls • Hospitals & Medical Centers • Hotels/Motels • Destination Resorts • Auto Service Stations • Auto Dealerships • Restaurants • Golf Courses • Marinas • Developable Land • Partial Entitlements	• Loan Underwriting • Marital Dissolution • Litigation Support • Insurance Dispute • Eminent Domain Takings • Municipal Assessment • Relocations • Foreclosures • Bankruptcy • Estates & Probate • Retrospective Appraisals	• Feasibility & Land Use Studies • Market Analysis • Portfolio Analysis • Highest & Best Use Analysis • Cost Analysis • Ad Valorem / Tax Appeal • Environmental Impact • Historical Landmark Impact • Class Actions • Replacement Reserve

• Multi-Family Projects • Retirement & Nursing Homes • Agricultural Lands • Government Buildings		• Studies • Studies
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Residential Property Types	Reporting Uses	Other Uses
• Single Family Homes • Green Built Homes • Two to Four Multi-Family Dwellings • Multi-Million Dollar Homes • Waterfront & View • Condominiums • Vacant land • Complex Residential	• Loan Underwriting • Marital Dissolution • Litigation Support • Insurance Dispute • Eminent Domain Takes • Municipal Assessment • Relocations • Foreclosures • Bankruptcy • Estates & Probate • Retrospective Dates	• Feasibility & Land Use Studies • Portfolio Analysis • Highest & Best Use Cost Analysis • Ad Valorem / Tax Appeal • Environmental Impact • Historic Landmarks

STATE CERTIFICATE



(R/4/25)

Brendan Nolan
WA State Certified General Real Estate Appraiser

PROFESSIONAL PROFILE

Brendan Nolan is currently a Washington State Certified General Real Estate Appraiser at LHL Appraisal Associates, Inc., and completed his appraisal certification in July 2024. He received his B.A. in Social Sciences from Washington State University in 2021.

Mr. Nolan trained under Patrick M. Lamb, MAI, assisting in all aspects of the appraisal process with an emphasis on commercial real property. His appraisal training involved a broad range of property types and locations throughout the State.

PROFESSIONAL CERTIFICATIONS & LICENSES

WA State Certified General Real Estate Appraiser Credential ID: 24019259

WORK EXPERIENCE

Oct 2019- Present Lamb Hanson Lamb Appraisal Associates, Inc.
Commercial Real Estate Appraiser

Nov 2008 – Jul 2018 Kells Irish Restaurant & Pub
Manager

GENERAL EDUCATION

Washington State University, 2018-2021, Bachelor of Arts, Social Sciences

APPRAISAL EDUCATION

2021 General Report Writing and Case Studies (McKissock)
2021 Expert Witness for Commercial Appraisers (McKissock)
2021 Commercial Appraisal Review (McKissock)
2021 Statistics, Modeling, and Finance (McKissock)
2021 Uniform Standards of Professional Appraisal Practice (McKissock)
2021 General Appraiser Income Approach (McKissock)
2020 General Appraiser Site Valuation and Coast Approach (McKissock)
2020 General Appraiser Market Analysis Highest and Best Use (McKissock)
2020 General Appraiser Sale Comparison Approach (McKissock)
2019 Basic Appraisal Procedures (McKissock)
2019 Basic Appraisal Principles (McKissock)

PROPERTY TYPE FOCUS

Office

Low-, Mid-, & High Rise
Medical/Dental
Office Condominium
Office Parks

Industrial

Office/Warehouse
Distribution
Manufacturing
Cold Storage Facilities

Retail

Neighborhood Shopping Center
Strip Retail
Free-Standing
Retail Condominium

Residential

Multi-Family Residential
Mixed-Use Commercial/Residential
Single-Family Residential

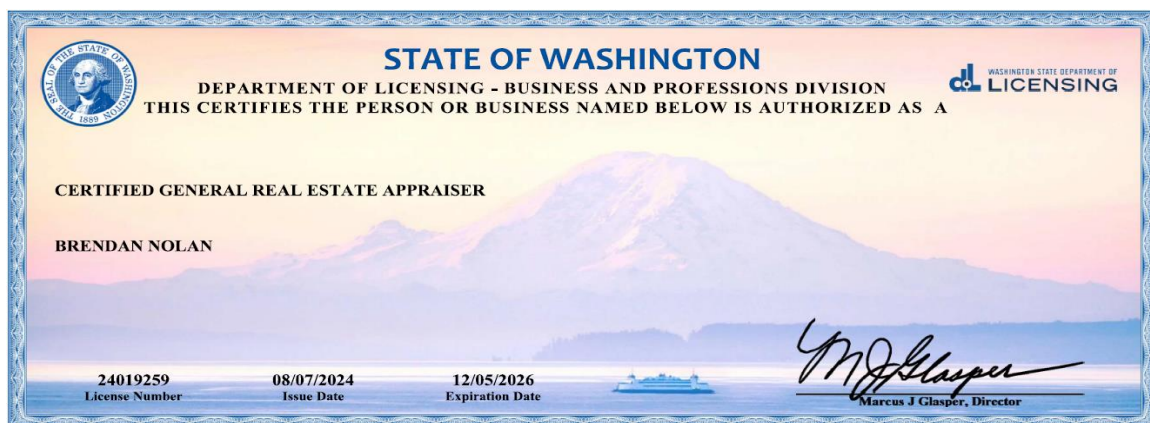
Special Purpose

Religious Facilities
Fast Food Restaurants
Entertainment Domain
Eminent Domain

Land

Proposed Development
General Commercial
Residential Land

State Certificate



Chapter 12.32 VACATION OF STREETS AND ALLEYS

Sections:

12.32.010 [Petition – Filing.](#)

12.32.020 [Petition – Scheduling for public hearing – Compensation for vacated area.](#)

12.32.030 [Notice of public hearing.](#)

12.32.040 [Survey requirements.](#)

12.32.050 [Appraisal.](#)

12.32.060 [Criteria for council decision.](#)

12.32.070 [Authorized by ordinance.](#)

12.32.080 [Notice to auditor and assessor.](#)

12.32.090 [Use of proceeds of vacation.](#)

12.32.010 Petition – Filing.

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, may petition the city council for the vacation of such street or alley, or any part thereof, in the manner provided in this chapter and pursuant to Chapter [35.79](#) RCW, or the city council may itself initiate, by resolution, such vacation procedure. The petition shall be on such form as may be prescribed by the city and shall contain a full and correct description of the property sought to be vacated. A petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated.

The petition shall be filed with the city clerk, and the petitioners shall pay fees as set forth in MMC [14.07.005](#). (Ord. 2106 § 9, 1996; Ord. 1271, 1983; Ord. 948 § 1, 1977).

12.32.020 Petition – Scheduling for public hearing – Compensation for vacated area.

(1) Upon receiving a petition or the vacation of a city street or alley, the city clerk shall place the matter upon the agenda of the city council at a regular meeting to be held not fewer than 10, nor more than 30 days, from the date the petition is filed with the city clerk. The city clerk shall notify the petitioners in writing of the date the matter shall come before the city council. The city clerk shall then notify the city engineer and the compliance officer/ planner of the petition and the date when the matter will be before the city council, and said officials shall prepare reports relating to the same.

(2) The city council may require the petitioners to compensate the city of Marysville:

- (a) Where the street or alley has been part of a dedicated public right-of-way for 25 years or more, an amount that does not exceed the full appraised value of the area vacated;
- (b) Where the street or alley has not been part of a dedicated public right-of-way for 25 years or more an amount which equals one-half of the appraised value of the area vacated.

When the vacation is initiated by the city of Marysville, or the city council deems it in the best interest of the city of Marysville, the council may waive all or any portion of such compensation. At the time the city council initially has the petition before it in order to set the matter for public hearing by resolution, the city council shall consider the reports of the city engineer and/or the city planner shall determine whether or not it will require that the city be compensated as a condition of the vacation.

(3) The city council shall, by resolution, fix the time for the hearing of such petition, which time shall not be more than 60 days, nor fewer than 20 days after the passage of such resolution. (Ord. 2396 § 1, 2001; Ord. 948 § 2, 1977).

12.32.030 Notice of public hearing.

(1) On the passage of the resolution provided for in MMC [12.32.020](#), the city clerk shall give 20 days' notice of the pendency of the petition by a written notice posted in three of the most public places in the city and a like notice in conspicuous place on the street or alley sought to be vacated. The notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition.

(2) In all cases where the proceeding is initiated by resolution of the city without a petition having been signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated, in addition to notice required in subsection (1) of this section, there shall be given by mail, at least 15 days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street or alley, or any part thereof, sought to be vacated, as shown on the rolls of the county treasurer, directed to the addresses thereon shown. Failure to send notice by mail to any such property owner where the current address of such property owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed street vacation. (Ord. 948 § 3, 1977).

12.32.040 Survey requirements.

It shall be the duty of the city engineer to determine whether or not the location and legal description of the street or alley proposed for vacation are sufficiently known to the city so that an accurate legal description of the proposed vacation can be known with certainty. If the city engineer determines that these matters are not known or are not accurately known, then the city shall notify the petitioners of the necessity of having an accurate, professional survey of the property proposed for vacation within the boundaries of the proposed vacation marked upon the ground with an accurate legal description of the proposed vacation to be furnished to the city. The city shall not proceed further upon the vacation petition until such a survey has been done and legal description has been received. (Ord. 948 § 4, 1977).

12.32.050 Appraisal.

In all cases where the city council requires compensation for the vacated right-of-way, an appraisal of the right-of-way proposed for vacation shall be made by one or more of the following methods:

(1) The assessed value of comparable abutting property shall be obtained from the records of the Snohomish County assessor. The average of said values, on a square foot basis, shall be applied to the right-of-way which is proposed for vacation.

(2) The petitioner shall be required to submit a report of a professional appraiser to the city, stating the fair market value of the right-of-way proposed for vacation.

(3) The city shall obtain a report from one or more professional appraisers stating the fair market value of the right-of-way proposed for vacation. The cost of said report or reports shall be paid by the petitioner prior to the time of the public hearing. (Ord. 2321 § 1, 2000; Ord. 1170, 1981; Ord. 948 § 5, 1977).

12.32.060 Criteria for council decision.

(1) The city council shall not vacate any street, alley or any parts thereof if any portion thereof abuts any body of salt or fresh water unless such vacation is sought to enable the city or state to acquire the property for port purposes, boat moorage or launching sites, park, viewpoint, recreational or educational purposes or other public uses. This provision shall not apply to industrial-zoned property.

(2) The city council shall use the following criteria for deciding upon the petition:

(a) The vacation will provide a public benefit, and/or will be for a public purpose;

(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;

(c) The public need shall not be adversely affected;

(d) The right-of-way is not contemplated or needed for future public use;

(e) No abutting owner will become landlocked or his access will not be substantially impaired; i.e., there must be an alternative mode of ingress and egress, even if less convenient; provided that the city council may, at the time of its public hearing, determine that the city may retain an easement or right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.

(3) The city council will, at the time of the public hearing, determine the amount of compensation to be paid to the city by the petitioners as a condition of the vacation, which amount shall not exceed one-half of the appraised value of the area to be vacated; except, that in the event the subject property or portions thereof were acquired at public expense, the city may require compensation in an amount equal to the full appraised value of the area to be vacated. (Ord. 1452, 1986; Ord. 948 § 6, 1977).

12.32.070 Authorized by ordinance.

If the city council determines to grant the petition provided for in MMC [12.32.010](#), or any part thereof, the council shall authorize by ordinance the vacation of such street or alley, or any part thereof. Such ordinance may provide for the retention by the city of all easements or rights in respect to the vacated land for the construction or repair and maintenance of public utilities and services. If the city council determines that compensation shall be paid as a condition of the vacation, then the ordinance shall not be published or become effective until the compensation has been paid by the petitioners. (Ord. 948 § 7, 1977).

12.32.080 Notice to auditor and assessor.

A certified copy of the ordinance vacating any street or alley, or part thereof, shall be filed by the city clerk with the Snohomish County auditor's office and with the Snohomish County assessor's office. (Ord. 948 § 8, 1977).

12.32.090 Use of proceeds of vacation.

One-half of the revenue received by the city as compensation for area vacated, under this chapter, shall be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city. (Ord. 2396 § 2, 2001).

The Marysville Municipal Code is current through Ordinance 3327, passed December 2, 2024.

Disclaimer: The city clerk's office has the official version of the Marysville Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.marysvillewa.gov/>

City Telephone: (360) 363-8000

Codification services provided by [General Code](#)



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Engineering

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** Authorizing the City Engineer the Authority to Legally Bind the City for the Sole Purpose of Certifying Financial Reports Supporting Federal Reimbursement on Transportation Projects.

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No. _____.

SUMMARY: This resolution authorizes the Engineering Services Director to legally bind the City of Marysville solely for requesting Federal grant reimbursements in order to seek timely reimbursement for proper expenditures related to the Federally funded grant. The resolution also provides the City's Engineering Services Director authorization to sign all grant reimbursement vouchers for grant funded transportation projects on behalf of the City of Marysville.

ATTACHMENTS:
[Resolution-Signature_Resolution_DOT.doc](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE AUTHORIZING THE CITY ENGINEER TO LEGALLY BIND THE CITY FOR THE SOLE PURPOSE OF CERTIFYING FINANCIAL REPORTS SUPPORTING FEDERAL REIMBURSEMENT ON TRANSPORTATION PROJECTS.

WHEREAS, the Mayor appoints a City Engineer; and,

WHEREAS, the Federal Highway Administration through the State of Washington authorizes federal transportation funding to the City of Marysville for transportation projects; and,

WHEREAS, the Code of Federal Regulations, 2 CFR § 200.415(a) has been revised to ensure that final fiscal reports or vouchers requesting payment under Federal agreements must include a certification, signed by an official who is authorized to legally bind the City; and,

WHEREAS, the Mayor executes all Federal grant funding agreements and supplemental agreements; and,

WHEREAS, the City Council authorizes the City Engineer to legally bind the City of Marysville solely for the purpose of requesting Federal grant reimbursements in order to seek timely reimbursement for proper expenditures related to a Federally funded grant or project.

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

Section 1. For the purposes of requesting reimbursement for Federally funded transportation projects, the City engineer shall be delegated authority per 2 CFR 200.415(a) to legally bind the City in furtherance of the intent of this resolution.

Section 2. The City's City engineer shall be authorized to sign all grant reimbursement vouchers for grant funded transportation projects on behalf of the City of Marysville.

ADOPTED by the City Council and APPROVED by the Mayor the _____ day of _____, 2025.

CITY OF MARYSVILLE

BY _____
JON NEHRING, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: CD Director Haylie Miller, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Regarding the Appointment, Removal, and Jurisdiction of the Hearing Examiner.

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

SUMMARY: The attached ordinance contains revisions to Marysville Municipal Code (MMC) Chapter 22G.060 regarding the appointment, removal, and jurisdiction of the Hearing Examiner. As proposed, the city may provide more than one hearing examiner as appointed by the mayor and confirmed by city council.

The planning commission held a public hearing on December 10, 2024. The planning commission recommends approval of the attached changes.

ATTACHMENTS:

[Ordinance - Hearing Examiner Appointment](#)
[Planning Commission Minutes December 10](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, REGARDING THE APPOINTMENT, REMOVAL, AND
JURISDICTION OF THE HEARING EXAMINER.**

WHEREAS, an office of hearing examiner was created by chapter 22G.060 of the municipal code; and

WHEREAS, amending the municipal code to provide that more than one hearing examiner may be appointed by the mayor and confirmed by the city council will allow the city to provide better customer service in administrative hearings; and

WHEREAS, expanding the jurisdiction of the hearing examiner will replace obsolete review methods with a professional hearing examiner.

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

SECTION 1. Section 22G.060.030 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Section 22G.060.050 of the municipal code is amended as set forth in Exhibit B.

SECTION 3. Section 22G.060.080 of the municipal code is amended as set forth in Exhibit C.

SECTION 4. Section 22G.060.090 of the municipal code is amended as set forth in Exhibit D.

SECTION 5. 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 6. 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 7. 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 _____, 2024.

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 (5 days after publication): _____

EXHIBIT A

22G.060.030 Appointment.

The ~~examiner shall be appointed by the~~ mayor is authorized to appoint one or more examiners subject to confirmation by a majority vote of the city council. The terms of the examiner's employment shall be specified by a professional service contract. An examiner pro tem may also be appointed by the mayor subject to confirmation by majority vote of the city council. An examiner pro tem shall serve in the event of absence or disqualification of the examiner.

EXHIBIT B

22G.060.050 Removal.

The examiner's professional services contract may be terminated by the mayor in accordance with the terms of the contract. The examiner may be removed from office for cause by the mayor, subject to ~~confirmation~~approval by majority vote of the city council.

EXHIBIT C

22G.060.080 Rules.

~~The examiner shall have the power to prescribe rules and regulations for the scheduling and conduct of hearings and other procedural matters related to the duties of the office. Chapter 34.05 RCW, Administrative Procedure Act, will apply to hearings unless a statute or this code provides a different standard or procedure. The rules shall provide that a~~All public hearings will be held after 6:00 p.m., ~~except under special circumstances authorized by~~unless the mayor authorizes an earlier time due to special circumstances

EXHIBIT D

22G.060.090 Duties.

The examiner is vested with the duty and authority to hold public hearings and render decisions on the following matters:

- (1) Preliminary plats;
- (2) Appeals from administrative decisions on short plats;
- (3) Rezones; except rezoning of land when such rezone is associated with a comprehensive plan designation amendment, and area-wide rezones initiated by the city itself, which shall be heard by the planning commission;
- (4) Binding site plan approvals when subject to public review;
- (5) Conditional use permits when subject to public review;
- (6) Zoning code variances;
- (7) Administrative appeals from decisions and interpretations by city staff relating to land use codes, SEPA and permits;
- (8) Conditional shoreline development permits, variances and appeals from administrative determinations arising under Chapter 22E.050 MMC;
- (9) Complaints by citizens or city staff seeking administrative enforcement of provisions of city land use codes or conditions in development permits and approvals, or seeking rescission or modification of such permits or approvals;
- (10) Variances and administrative appeals arising from the city's sign code;
- (11) Variances and administrative appeals arising from the city's floodplain management code;
- (12) Variances and administrative appeals arising under the city's street department code;
- (13) Appeals of suspension or removal of tow truck operators from the city's list under MMC 11.37.060;
- (14) Appeals of a chronic nuisance property notice outlined in Chapter 6.23 MMC;
- (15) Appeals under chapters 16.04, 16.08, 16.12, 16.20, and 16.28 of the municipal code and any appeal provided under international code adopted by the city;

(16) Appeals of utility service for occupancy under chapter 16.24 of the municipal code;

(17) Appeals identified in section 22A.010.090 of the municipal code; and

(1518) Such other regulatory, enforcement or quasi-judicial matters as may be assigned to the examiner by the mayor and city council.

Community
Development



501 Delta Ave
Marysville, WA 98270

**Planning
Commission
December 10, 2024**

CALL TO ORDER

Chair Leifer called the meeting to order at 7:00 p.m. noting the presence of all commissioners and staff including Director Miller and Planning Tech Emily Tsan as well as some visitors.

ROLL CALL

Present:

Commission: Chair Stephen Leifer, Commissioner Gary Kemp, Commissioner Jerry Andes, Commissioner Shanon Jordan, Commissioner Zebo Zhu, Vice Chair Brandon Whitaker, Commissioner Raymond Miller

Staff: Community Development Director Haylie Miller, Planning Tech Emily Tsan

APPROVAL OF MINUTES

1 Approval of November 12, 2024 minutes

November 12, 2024 Draft Minutes.docx

Motion to approve the November 12, 2024 minutes moved by Commissioner Jerry Andes seconded by Commissioner Gary Kemp.

AYES: ALL

AUDIENCE PARTICIPATION

Kelly Richards, Councilmember, Marysville, WA, thanked the Planning Commission for their hard work throughout the year, especially the Comprehensive Plan.

OLD BUSINESS

1 Hearing Examiner Procedures

1 Ordinance - Hearing Examiner

2 Ordinance - Board of Appeals

Director Miller reviewed this item regarding two ordinances related to hearing examiner procedures. The first ordinance would allow the Mayor to appoint more than one hearing examiner if desired in the future. The second ordinance would add a duty to the hearing examiner related to the International Building Code. It would add the Board of Appeals function to the hearing examiner which is standard practice among many cities. If an appeal to a building code matter is received it would be heard by the hearing examiner instead of a Board of Appeals.

Vice Chair Whitaker asked if the Board of Appeals is defunct. Director Miller replied that it is, but it could be re-enacted if needed. There was some discussion about the appeals process and hearing examiner responsibilities.

The public hearing was opened. Public comments were solicited.

John Ray, 3910 100th Place NE, asked about the skillset of the hearing examiner compared to the Board of Appeals panel. Director Miller discussed the responsibilities of the Board of Appeals and the hearing examiner, noting that they currently hear different kinds of cases. By replacing the Marysville Board of Appeals with the hearing examiner, the hearing examiner would just hear all of the cases. Mr. Ray suggested keeping the Board of Appeals as a way of avoiding elevating appeals to the courts.

The public hearing was closed.

Chair Leifer responded to Mr. Ray's comments and noted that the superior court option is an important option for citizens who want to appeal a decision.

Motion to recommend approval of the Hearing Examiner Procedures Code Amendments to City Council for adoption by Ordinance moved by Commissioner Zebo Zhu seconded by Commissioner Raymond Miller.

AYES: ALL

NEW BUSINESS

1 Community Development Project Update

Director Miller gave an update on Community Development projects around Marysville including the following: Shyvani Center; Heart Saved - Enhanced Services Facilities; Twin Lakes Logistics; Mack Townhomes; 67 Ave Townhomes/Cedar Homes 29; Marysville 172 Phase 1; The Rodeo Lounge; Sourdough and Co.; Dreamy Drinks; Victory Christian Center of Marysville; Northwest Escrow & Title; Punjabi Delight Indian Cuisine and Sweets; Chick-Fil-A; and Mathnasium.

DIRECTOR'S COMMENTS

Director Miller announced that tonight is Commissioner Zhu's last meeting. She thanked him for his service. Commissioner Zhu explained that his family is moving to Indianapolis with his new job. Other commissioners wished him well and noted he would be missed.

Director Miller thanked the Planning Commission for all their hard work, especially the Comprehensive Plan this year. She wished everyone happy holidays and a nice break from meetings.

ADJOURNMENT

Commissioners wished each other Merry Christmas and Happy Holidays.

Motion to adjourn the meeting at 7:30 p.m. moved by Commissioner Jerry Andes seconded by Commissioner Shanon Jordan.

AYES: ALL

NEXT MEETING - January 14, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: CD Director Haylie Miller, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Designating the Hearing Examiner to Perform the Function of the Board of Appeals Under the International Building Code and All Other Codes that Provide for an Appeal to the Board of Appeals.

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

SUMMARY:

The proposed, attached ordinance designates the Hearing Examiner to perform the function of the Board of Appeals under the International Building Code and all other codes that provide for an appeal to the Board of Appeals.

The board of appeals is a group established by the international building code which consists of five individuals with applicable experience (such as architects, engineers or ex-building officials) to decide on building code appeals. For Marysville, the board of appeals (which consisted of three members) has not been active in over ten years and has not been needed due to the absence of building code appeals received. To streamline the building code appeal process, staff is proposing to have the hearing examiner consider building code appeals in addition to land use appeals. As proposed, all references in code related to the board of appeals would be removed and replaced with the hearing examiner.

Please note, the proposed change does not alter the process should an individual wish to appeal a final decision provided by the hearing examiner. Appeals for hearing examiner decisions may be made to Snohomish County Superior Court.

ATTACHMENTS:

Ordinance - Board of Appeals

Planning Commission Minutes December 10

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DESIGNATING THE HEARING EXAMINER TO PERFORM THE FUNCTION OF THE BOARD OF APPEALS UNDER THE INTERNATIONAL BUILDING CODE AND ALL OTHER CODES THAT PROVIDE FOR AN APPEAL TO THE BOARD OF APPEAL.

WHEREAS, the City has adopted the International Building Code (chapter 16.04 MMC), Uniform Plumbing Code (chapter 16.08 MMC), National Electrical Code (chapter 16.12 MMC), Washington Cities Electrical Code (chapter 16.12 MMC), and International Mechanical Code (chapter 16.28 MMC); and

WHEREAS, the International Building Code (IBC) recommends that the Board of Appeal consist of five members and provides that they be “qualified by experience and training” to pass on matter before the Board; and

WHEREAS, the other adopted codes and the dangerous buildings chapter of the municipal code (chapter 16.20 MMC) utilize the Board of Appeals; and

WHEREAS, the process set forth in the IBC is cumbersome and inconsistent with the professional hearing examiner system chosen by the City to hear appeals on a variety of subjects; and

WHEREAS, the hearing examiner should perform the function of the Board of Appeals.

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

- A. SECTION 1. Section 16.04.035 of the municipal code is amended as set forth in Exhibit
- B. SECTION 2. Section 16.08.080 of the municipal code is amended as set forth in Exhibit
- C. SECTION 3. Section 16.12.100 of the municipal code is amended as set forth in Exhibit
- D. SECTION 4. Section 16.20.050 of the municipal code is amended as set forth in Exhibit
- E. SECTION 5. Section 16.28.045 of the municipal code is amended as set forth in Exhibit
- SECTION 6. Section 22A.010.090 of the municipal code is amended as set forth in Exhibit F.

SECTION 7. 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 8. 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 9. 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 _____, 20_____.

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 (5 days after publication): _____

EXHIBIT A

16.04.035 Section 113 amended – Board of appeals – Hearing Examiner.

Section 113 of the International Building Code is amended ~~by adding the following additional subsection thereto~~ to read as follows:

~~(a) Procedure. An appeal to the Board of Appeals must be filed in writing within fifteen (15) days after the order, decision or determination of the building official which is being challenged. The filing fee shall be one hundred fifty dollars. Within twenty (20) days after the filing of an appeal the Board of Appeals shall hold a hearing on the same and shall render its decision. Continuances shall be allowed only with the consent of the appellant. The decision of the Board of Appeals shall be final on the date that it is reduced to writing and sent to the appellant, subject to the right of the appellant to file an appeal to the Snohomish County Superior Court within fifteen (15) days thereafter.~~

113.1 General. Appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, shall be heard and decided by the hearing examiner.

113.2 Limitation on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is imposed. The Hearing Examiner shall have no authority to waive requirements of this code.

113.3 Procedure. An appeal to the Board of Appeals – Hearing Examiner must be filed in writing within fifteen (15) days after the order, decision or determination of the building official which is being challenged. The filing fee is \$150.00. Within 20 days after the filing of an appeal the hearing examiner will hold a hearing on the same and render a decision. Continuances are allowed only with the consent of the appellant. The decision of the hearing examiner is final on the date that it is reduced to writing and sent to the appellant. The appellant may file an appeal to the Snohomish County Superior Court within fifteen (15) days of the decision becoming final.

EXHIBIT B

Appeals from any ruling made under this chapter may be made to the [building code board of appeals hearing examiner](#). Procedural rules concerning appeals shall be as provided in the building code.

EXHIBIT C

(1) Appeals from any ruling made under this chapter may be made to the ~~building code board of appeals~~hearing examiner. Procedural rules concerning appeals shall be as provided in the building code.

(2) Section 85.27, Means of Appeal, is deleted from WCEC (page 31 – 85.27).

EXHIBIT D

16.20.050 ~~Board of appeals~~Hearing examiner designated appeals commission.

The ~~board of appeals established in Chapter 16.04 MMC and the International Building Code~~hearing examiner is ~~hereby~~ designated as the appeals commission under this chapter. When acting as the appeals commission the ~~board of appeals~~hearing examiner shall act in accordance with the requirements of this chapter. All references in this chapter to the appeals commission shall refer to the ~~board of appeals as designated in this section~~hearing examiner.

EXHIBIT E

Appeals from any ruling made under this chapter may be made to the ~~building code board of appeals~~hearing examiner. Procedural rules concerning appeals shall be as provided in the building code.

EXHIBIT F

(1) Roles and Responsibilities.

(a) The regulation of land development is a cooperative activity including many different elected and appointed boards and city staff. The specific responsibilities of these bodies are set forth in subsections (2) through (7) of this section.

(b) An applicant is expected to read and understand the city development code and be prepared to fulfill the obligations placed on the applicant by MMC Title 22.

(2) Community Development Director. The director or designee shall review and act on the following:

(a) Authority. The director is responsible for the administration of MMC Title 22;

(b) Administrative Interpretation. Upon request or as determined necessary, the director shall interpret the meaning or application of the provisions of said titles and issue a written administrative interpretation within 30 days of said request. Requests for interpretation shall be written and shall concisely identify the issue and desired interpretation;

(c) Administrative Approvals. Administrative approvals set forth in MMC 22G.010.140, 22G.010.150 and 22G.010.160;

(d) Short plats;

(e) Shoreline permits for substantial development;

(f) SEPA (State Environmental Policy Act) determinations;

(g) Site plan with commercial, industrial, institutional (e.g., church, school) or multiple-family building permit;

(h) Site plan with administrative conditional use permit;

(i) Master plan for properties under ownership or contract of applicant(s);

(j) Temporary use permits, unless a public hearing is required as set forth in Chapter 22G.010 MMC, Article V, Code Compliance and Director Review Procedures, in which case this authority shall be exercised by the hearing examiner;

(k) Conditional use permits, unless a public hearing is required as set forth in Chapter 22G.010 MMC, Article V, Code Compliance and Director Review Procedures, in which case this authority shall be exercised by the hearing examiner;

(l) The community development director is hereby authorized after the date of the adoption of the ordinance codified in this title to incorporate drawings as necessary for the purpose of illustrating concepts and regulatory standards contained in this title; provided, that the adopted provisions of the code shall control.

(3) City Council. In addition to its legislative responsibility, the city council shall review and act on the following subjects:

(a) Approval of final plats;

(b) Approval of the comprehensive plan and comprehensive plan amendments;

(c) Approval of area-wide rezones, and confirmation by ordinance of site-specific rezones approved by the hearing examiner.

(4) Planning Commission. The planning commission shall review and make recommendations on the following applications and subjects:

(a) Amendments to the comprehensive plan.

(b) Amendments to MMC Title 22C, Land Use Standards.

(c) Amendments to MMC Title 22D, City-Wide Standards.

(d) Amendments to MMC Title 22E, Environmental Standards.

(e) Amendments to Chapter 22G.040 MMC, Security for Performance and Maintenance.

(f) Amendments to Chapter 22G.070 MMC, Siting for Essential Public Facilities.

(g) Amendments to Chapter 22G.080 MMC, Planned Residential Development.

(h) Amendments to Chapter 22G.090 MMC, Subdivisions and Short Subdivisions.

(i) Amendments to Chapter 22G.100 MMC, Binding Site Plan.

(j) Amendments to Chapter 22G.110 MMC, Boundary Line Adjustments.

(k) Master plan, initiated by the city or other governmental agency, for a neighborhood or assembly of parcels under private ownership or contract.

(l) Recommendations to the hearing examiner on master plans initiated by private property owners, which includes outside ownership or contract of the applicants.

(m) Other actions requested or remanded by the city council.

(5) Hearing Examiner. The hearing examiner shall review and act on the following applications and subjects:

- (a) Applications for preliminary subdivisions;
- (b) Appeals of administrative decisions on preliminary short plats;
- (c) Site-specific rezones (with final approval by ordinance of the city council);
- (d) Binding site plan approvals subject to public hearing review;
- (e) Conditional use permits subject to public hearing review;
- (f) Nonadministrative variances to MMC Title 22;
- (g) Appeals of administrative decisions and interpretations relating to MMC Titles 4, 12 and 22;
- (h) Appeals of SEPA determinations;
- (i) Master plan, initiated by private property owners, including land outside ownership or contract of applicant(s);
- (j) Such other matters as are delegated by ordinance of the city council.

(6) Building Official. The building official shall have the authority to grant, condition or deny the following permits in accordance with the procedures set forth in Chapter 22G.010 MMC, Article V, Code Compliance and Director Review Procedures:

- (a) Commercial building permits.
- (b) Residential building permits.
- (c) Clearing and grading permits.

(7) ~~Building Code Board of Appeals~~Hearing Examiner. The ~~board of appeals~~hearing examiner shall review and act on the following subjects:

- (a) Appeals of decisions of the building official on the interpretation or application of the building or fire code;
- (b) Disapproval of a permit for failure to meet the International Building or Fire Code.

~~The review criteria for the building code board of appeals are contained in MMC 16.04.035.~~

Community
Development



501 Delta Ave
Marysville, WA 98270

**Planning
Commission
December 10, 2024**

CALL TO ORDER

Chair Leifer called the meeting to order at 7:00 p.m. noting the presence of all commissioners and staff including Director Miller and Planning Tech Emily Tsan as well as some visitors.

ROLL CALL

Present:

Commission: Chair Stephen Leifer, Commissioner Gary Kemp, Commissioner Jerry Andes, Commissioner Shanon Jordan, Commissioner Zebo Zhu, Vice Chair Brandon Whitaker, Commissioner Raymond Miller

Staff: Community Development Director Haylie Miller, Planning Tech Emily Tsan

APPROVAL OF MINUTES

1 Approval of November 12, 2024 minutes

November 12, 2024 Draft Minutes.docx

Motion to approve the November 12, 2024 minutes moved by Commissioner Jerry Andes seconded by Commissioner Gary Kemp.

AYES: ALL

AUDIENCE PARTICIPATION

Kelly Richards, Councilmember, Marysville, WA, thanked the Planning Commission for their hard work throughout the year, especially the Comprehensive Plan.

OLD BUSINESS

1 Hearing Examiner Procedures

1 Ordinance - Hearing Examiner

2 Ordinance - Board of Appeals

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Motion to recommend approval of the Hearing Examiner Procedures Code Amendments to City Council for adoption by Ordinance moved by Commissioner Zebo Zhu seconded by Commissioner Raymond Miller.

AYES: ALL

NEW BUSINESS

1 Community Development Project Update

Director Miller gave an update on Community Development projects around Marysville including the following: Shyvani Center; Heart Saved - Enhanced Services Facilities; Twin Lakes Logistics; Mack Townhomes; 67 Ave Townhomes/Cedar Homes 29; Marysville 172 Phase 1; The Rodeo Lounge; Sourdough and Co.; Dreamy Drinks; Victory Christian Center of Marysville; Northwest Escrow & Title; Punjabi Delight Indian Cuisine and Sweets; Chick-Fil-A; and Mathnasium.

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Director Miller thanked the Planning Commission for all their hard work, especially the Comprehensive Plan this year. She wished everyone happy holidays and a nice break from meetings.

ADJOURNMENT

Commissioners wished each other Merry Christmas and Happy Holidays.

Motion to adjourn the meeting at 7:30 p.m. moved by Commissioner Jerry Andes seconded by Commissioner Shanon Jordan.

AYES: ALL

NEXT MEETING - January 14, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Engineering

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** Establishing February 10, 2025, as the Date Upon Which a Public Hearing Shall be Held to Consider the Vacation of an Unopened Alleyway Adjacent to 590 Cedar Avenue.

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No. _____.

SUMMARY:

Matheus Lumber has filed a petition to have a portion of 5th Alley vacated. The vacation area includes approximately 1,453 sq.ft. of area between Cedar Ave and the BNSF tracks. Matheus Lumber currently owns the adjacent parcels to the north and south and is effectively using the area already.

This is currently an unutilized portion of 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 alley 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-yrs, 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 Alley. Based on that appraisal, the pro-rated value of 5th Alley would be \$18,568.69. 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 February 10, 2025, to consider the vacation of the unutilized portion of the 5th Alley.

ATTACHMENTS:

[Matheus Vacation Resolution.docx](#)
[01 Vacation Petition - Matheus Alley.pdf](#)
[02 Vacation Vicinity Map - Matheus Alley.pdf](#)
[03 Vacation Exhibits - Matheus Alley.pdf](#)
[04_Vacation_Appraisal_-_Matheus_Alley.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ESTABLISHING FEBRUARY 10, 2025 AS THE DATE UPON WHICH A PUBLIC HEARING SHALL BE HELD BEFORE THE MARYSVILLE CITY COUNCIL TO CONSIDER THE VACATION OF AN UNOPENED ALLEYWAY ADJACENT TO 590 CEDAR AVENUE.

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 September 12, 2024, the City of Marysville received a petition to vacate a portion of an alleyway adjacent to 590 Cedar Avenue, a copy of which is attached as **Exhibit A**; 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 1,453 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, February 10, 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 in **Exhibit B**, and depicted in **Exhibit C**, 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



PETITION FOR VACATION OF STREET

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
(360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Mon - Fri 7:30 AM - 4:00 PM

FOR AGENCY USE	Date:	Permit Number:	Fee: \$500.00
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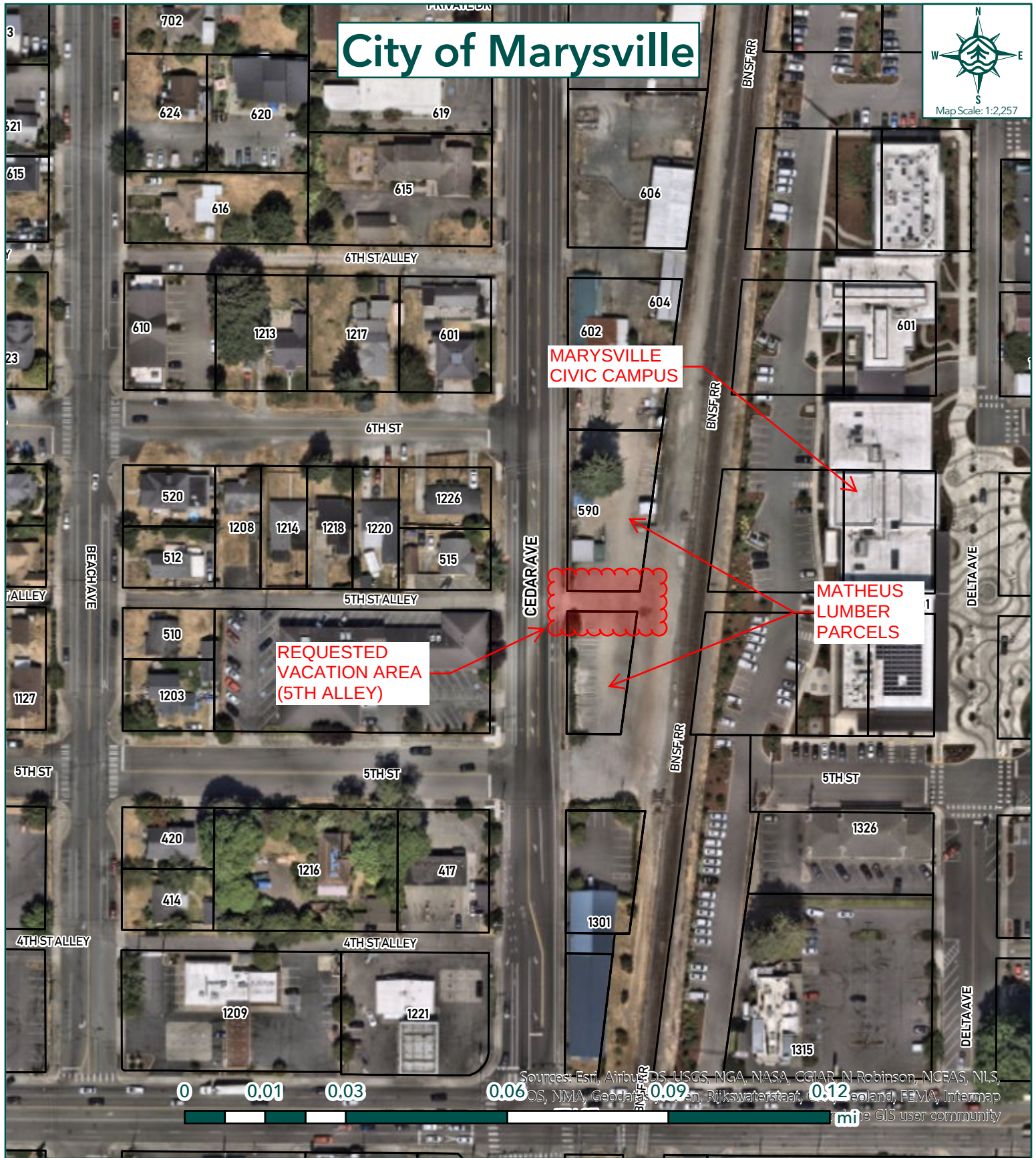
TO: The City Council of the City of Marysville, Washington

MLC RELOAD LLC hereby petitions the City of Marysville for the vacation of a street 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 the north and south halves of an alley as described in Exhibits A and B, and shown as "ALLEY" in Exhibit C (attached).
2. MLC RELOAD LLC is the owner of 100% of all property abutting proposed vacation
3. Vacation of the alley, as described in Item 1, will meet the following criteria:
 - a. It will provide a public benefit
 - b. It will not adversely affect the street pattern or circulation of the immediate area or of the community as a whole.
 - c. The public need will not be adversely affected.
 - d. The street is not contemplated or needed for future public use.
 - e. No abutting owner will become landlocked or have his access substantially impaired.
4. MLC RELOAD LLC hereby agrees to pay all fees and charges required by Chapter 12.32 MMC relating to vacation of streets.

DATED this ____31__ day of ____Jan____, 2024__.

By____ Ben Powell CEO



- 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.

EXHIBIT "A"

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. +\-

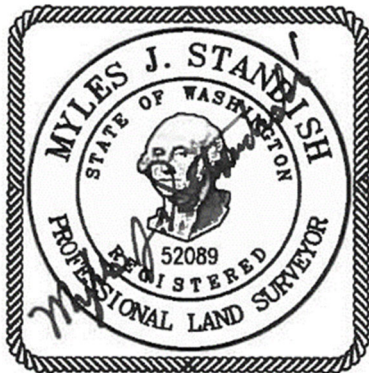


EXHIBIT "B"

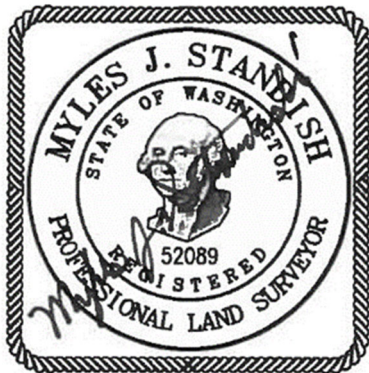
SOUTH HALF OF ALLEY

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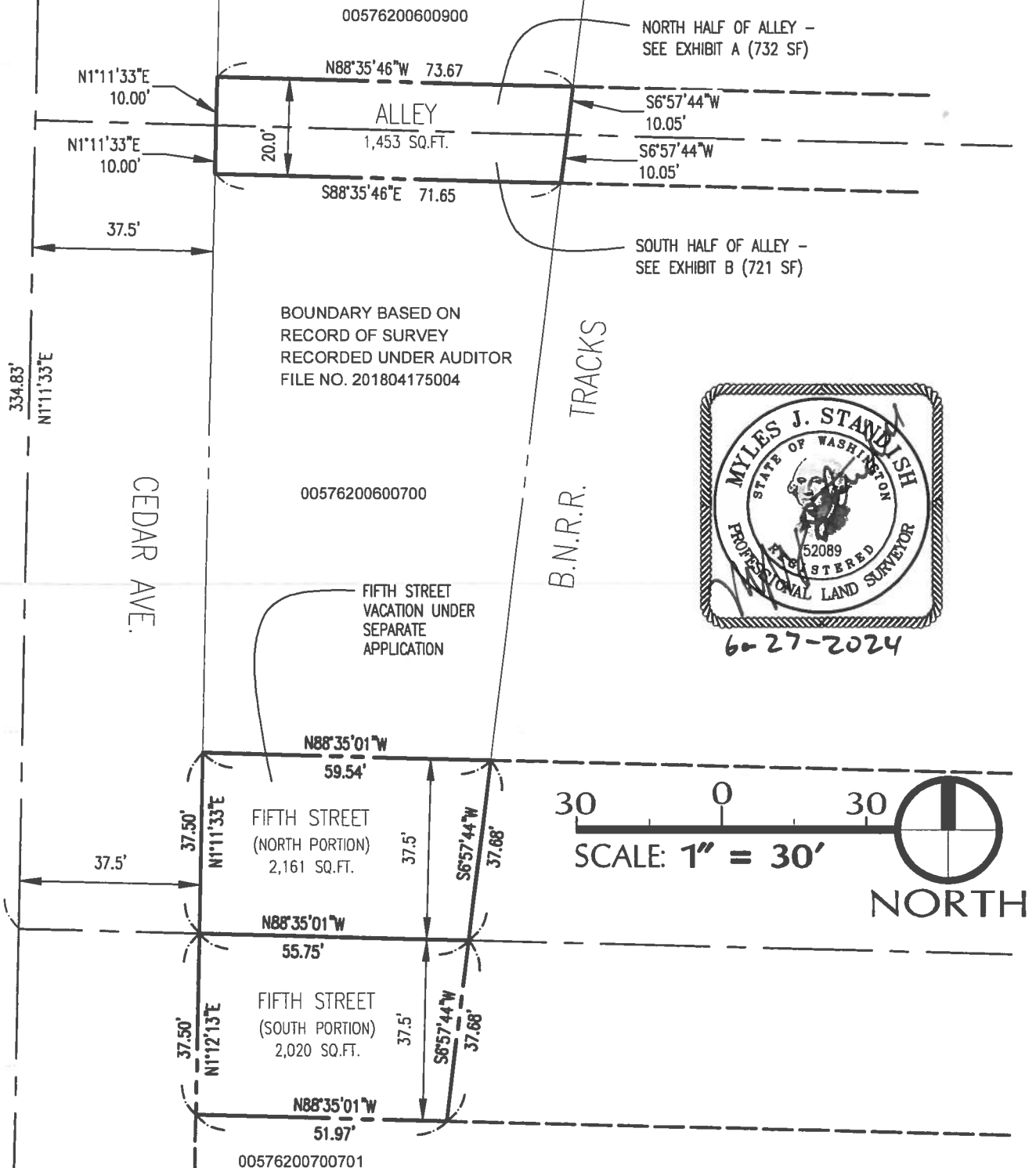
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SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 721 SQ.FT. +\-



SW/4 OF THE SW/4 OF SECTION 28, TOWNSHIP 30 N., RANGE 5 EAST, W.M.



6-27-2024

Sound Development Group

ENGINEERING, SURVEYING & LAND

DEVELOPMENT SERVICES

P.O. Box 1705 1111 Cleveland Avenue, Suite 202

Mount Vernon, WA 98273

Tel: 360-404-2010 Fax: 360-404-2013

SHEET DESCRIPTION

EXHIBIT C

PROJECT

**FIFTH STREET VACATION
FOR
MATHEUS LUMBER**

SCALE 1" = 30'

DRAWN BY: M.J.S.

JOB NUMBER: 23055

DATE: 06.24.2024

DRAWING NAME

23055

SHEET

1 OF 1

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



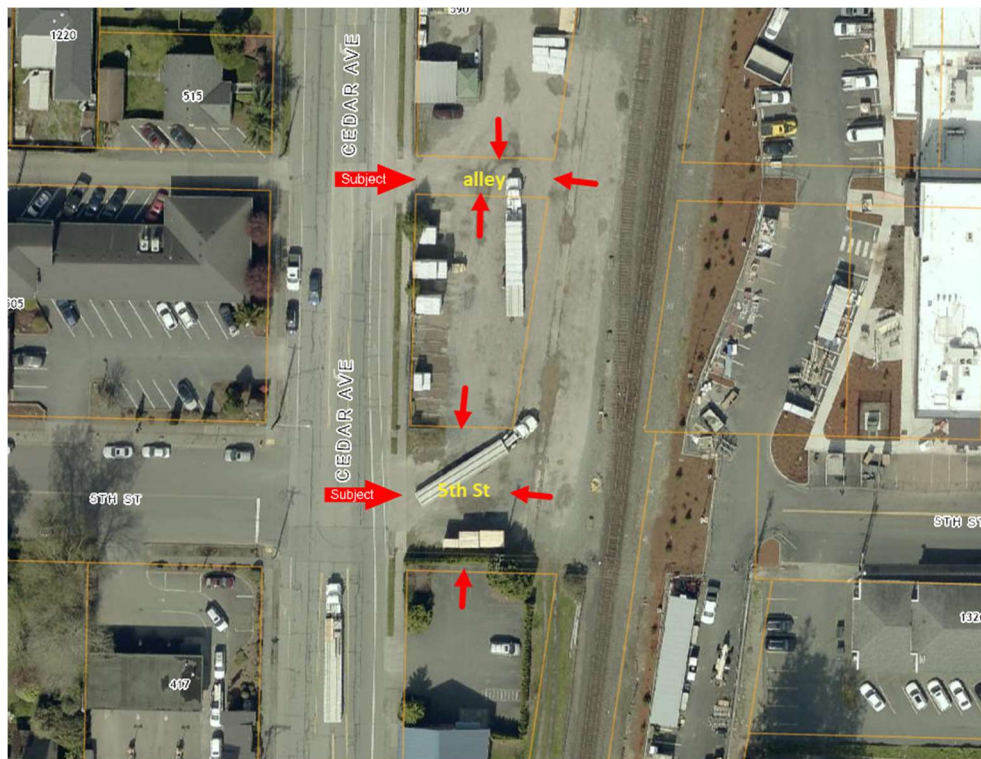
Looking east along 5th Street over Cedar Ave. Subject property includes 5th Street between Cedar Ave and the Burlington Northern Railroad property. New Marysville Civic Center is east of the Burlington Northern Railroad property. I took all photos on 6/4/2024.



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



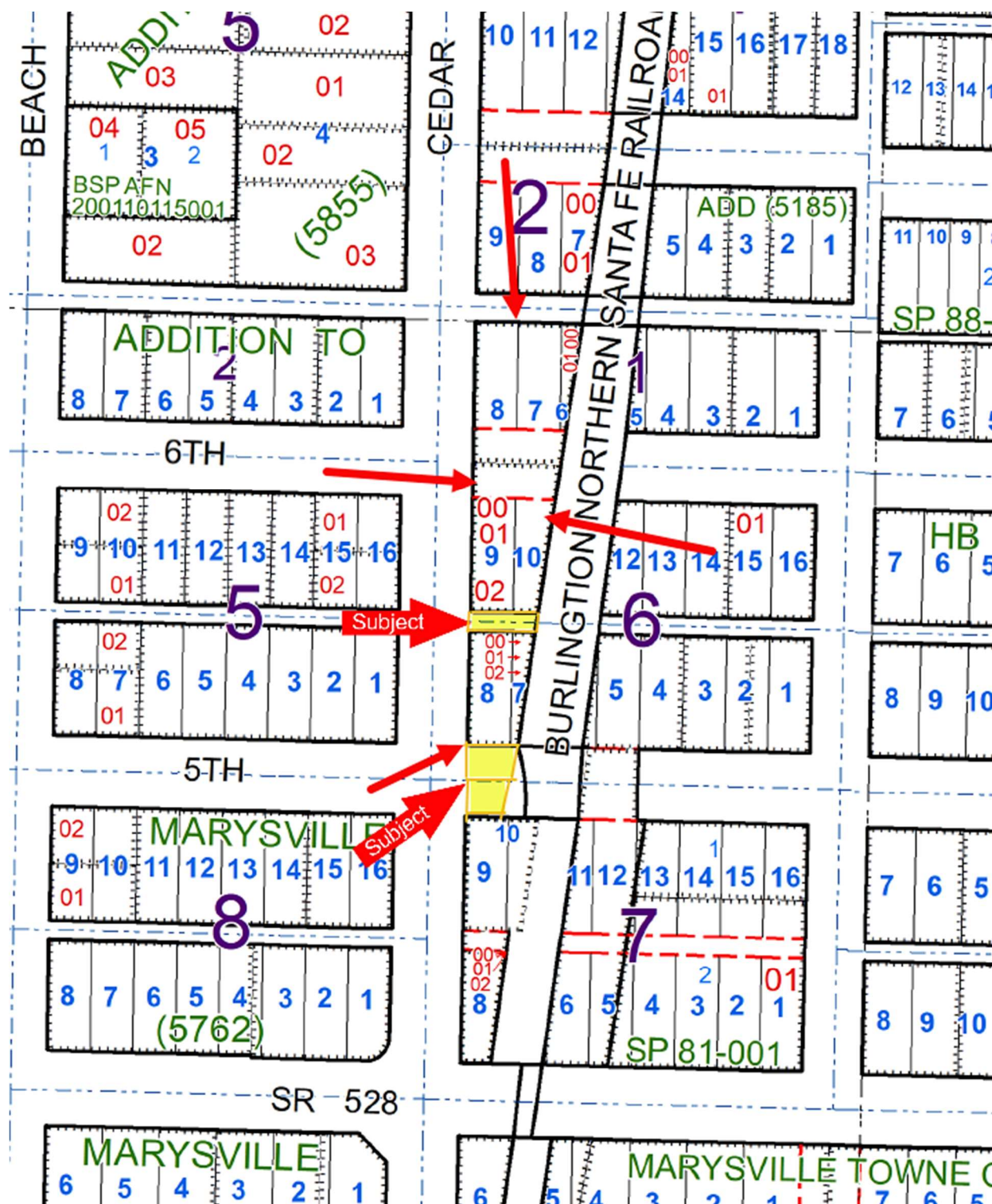
Looking east from Cedar Ave at subject alley. Arrows show the approximate north, west and south boundaries of this alley.

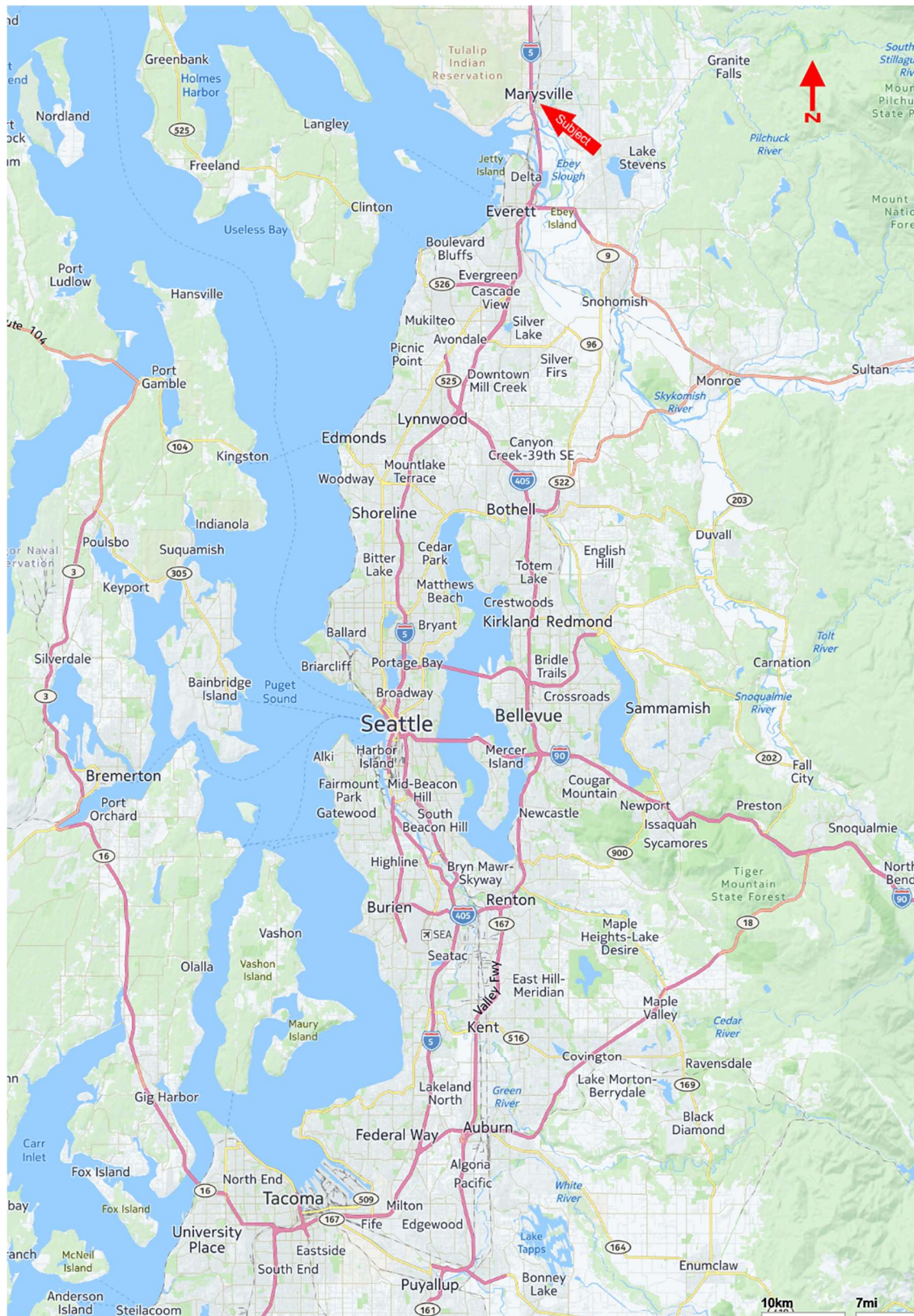


Snohomish County PDS aerial photo. Subject is the alley and 5th Street as outlined with arrows.

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;

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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

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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

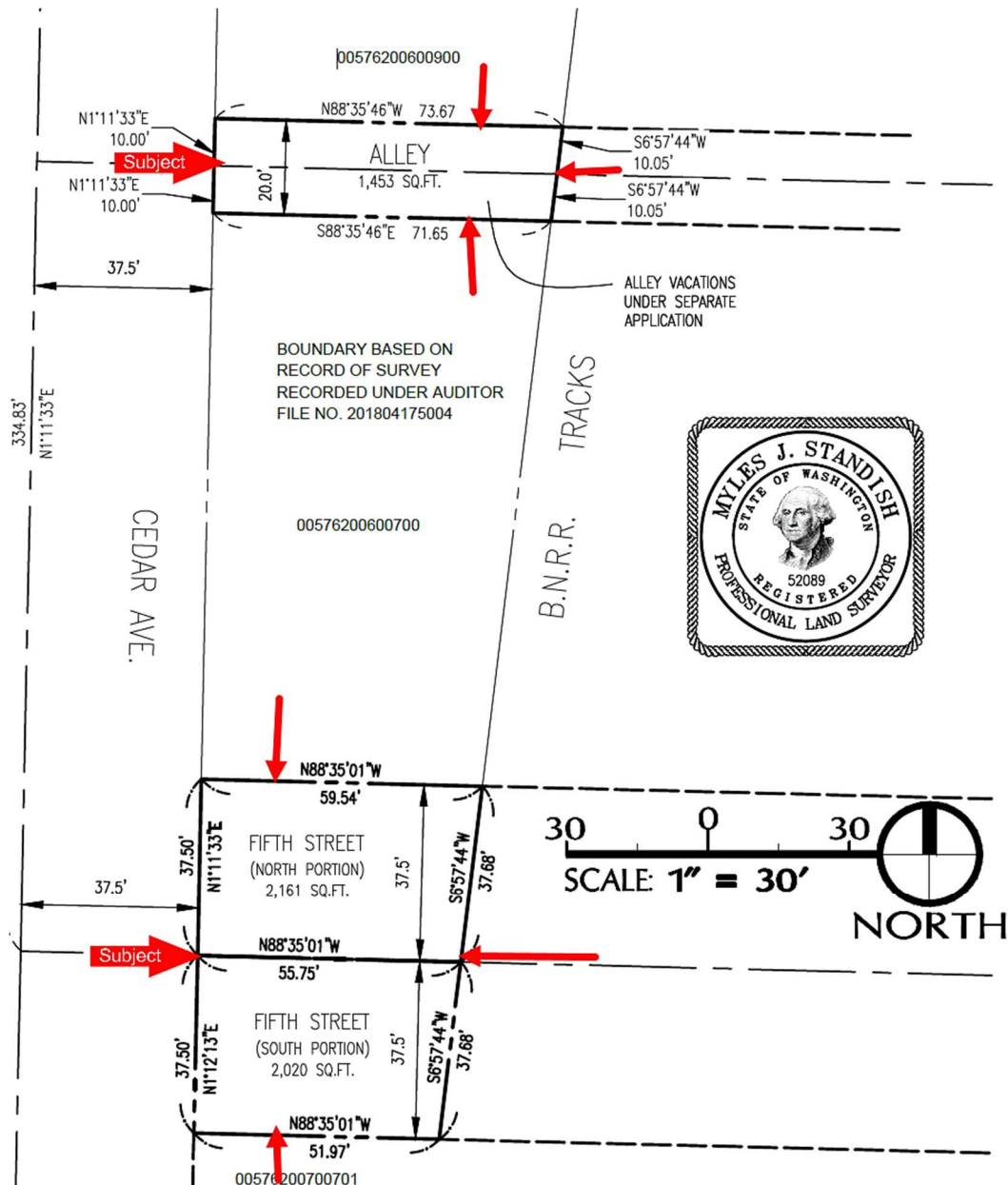
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SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

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.

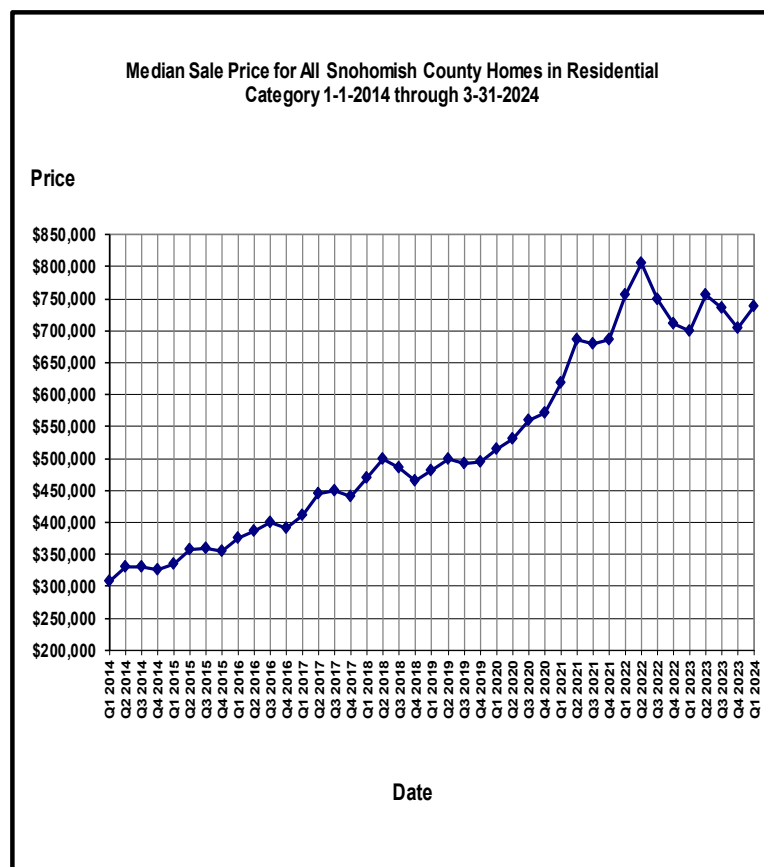
- **Population:** Growing population increases the demand for housing and for additional commercial and cultural services.

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.

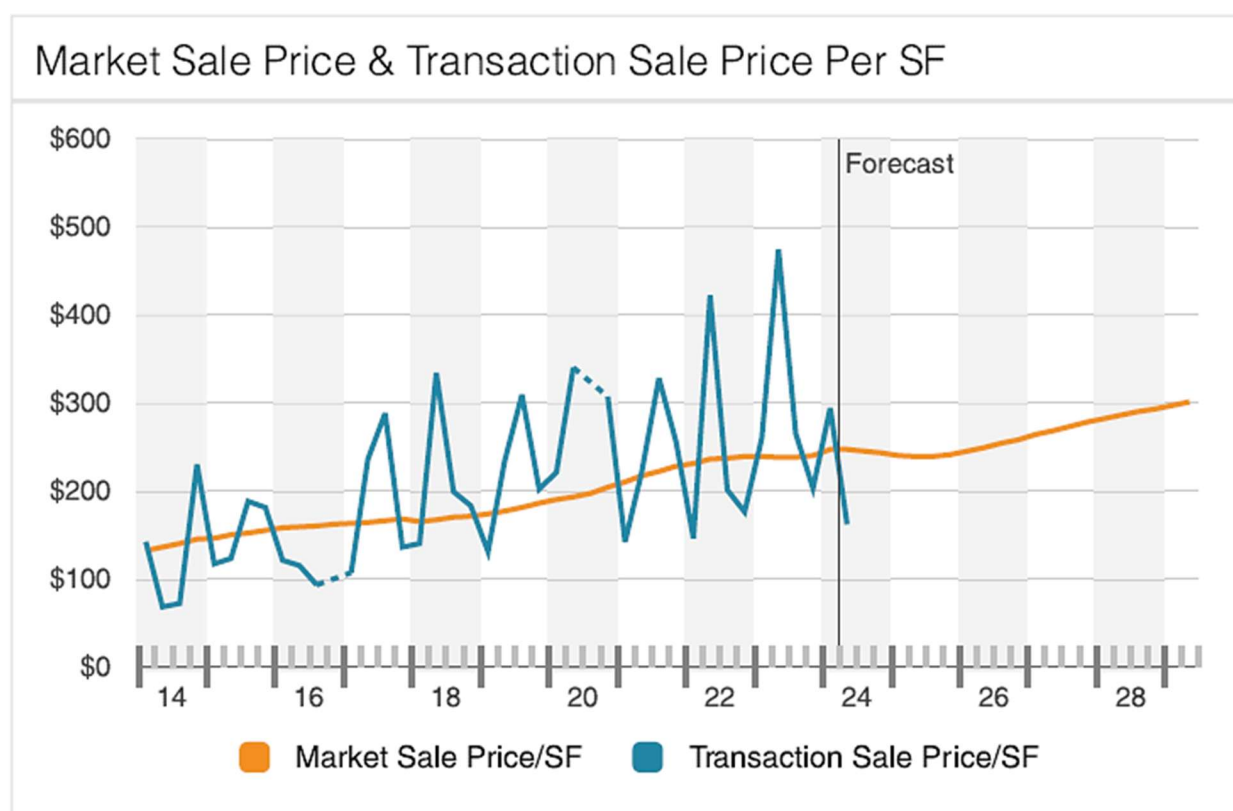
Median house price figures are from the NWMLS and contain properties with a Marysville address that are inside the city limits and in adjoining unincorporated Snohomish County that have the same 98270 zip code. The downward pressure from higher mortgage interest rates in mid-2022 is being countered by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

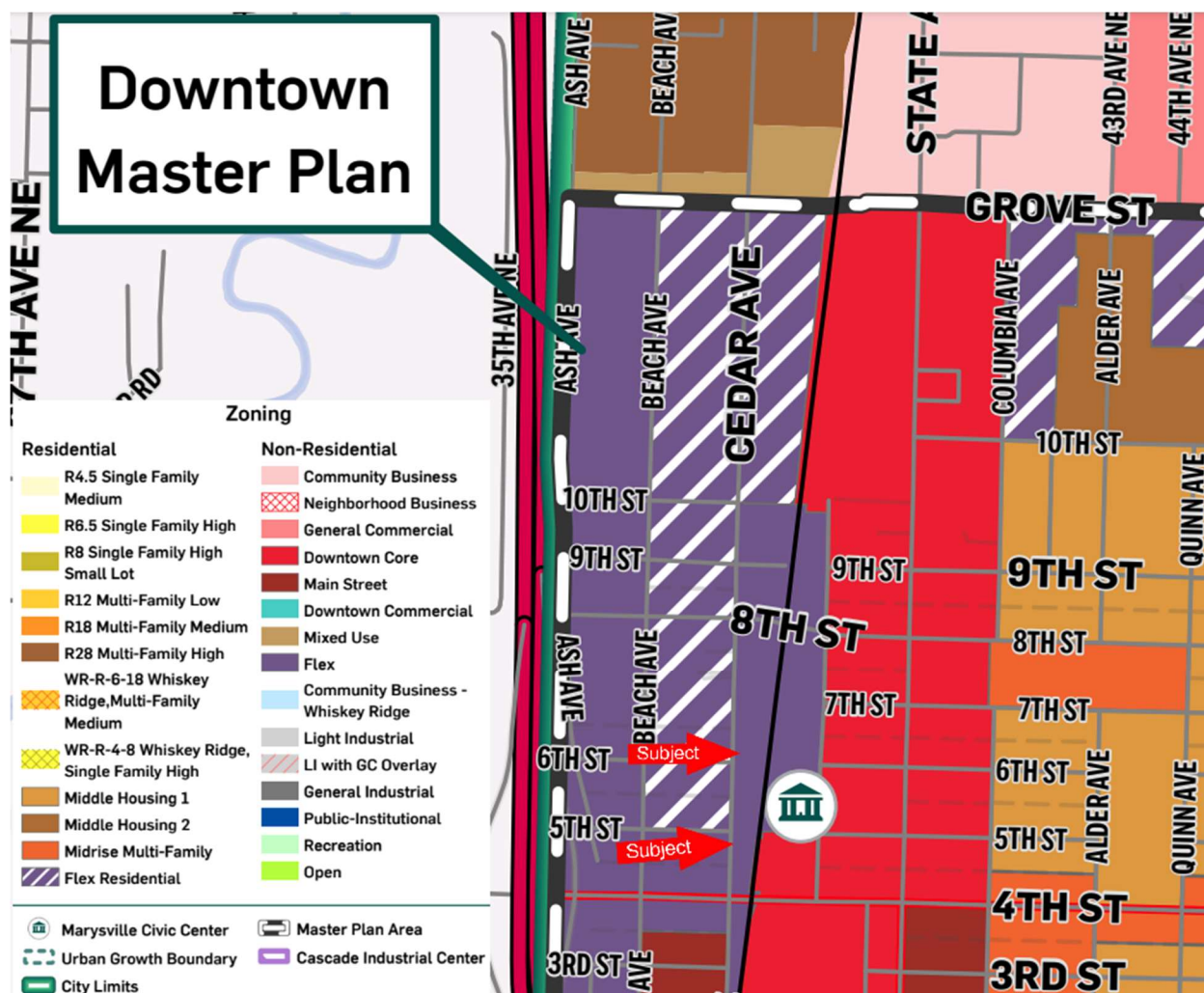
Land Use

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.

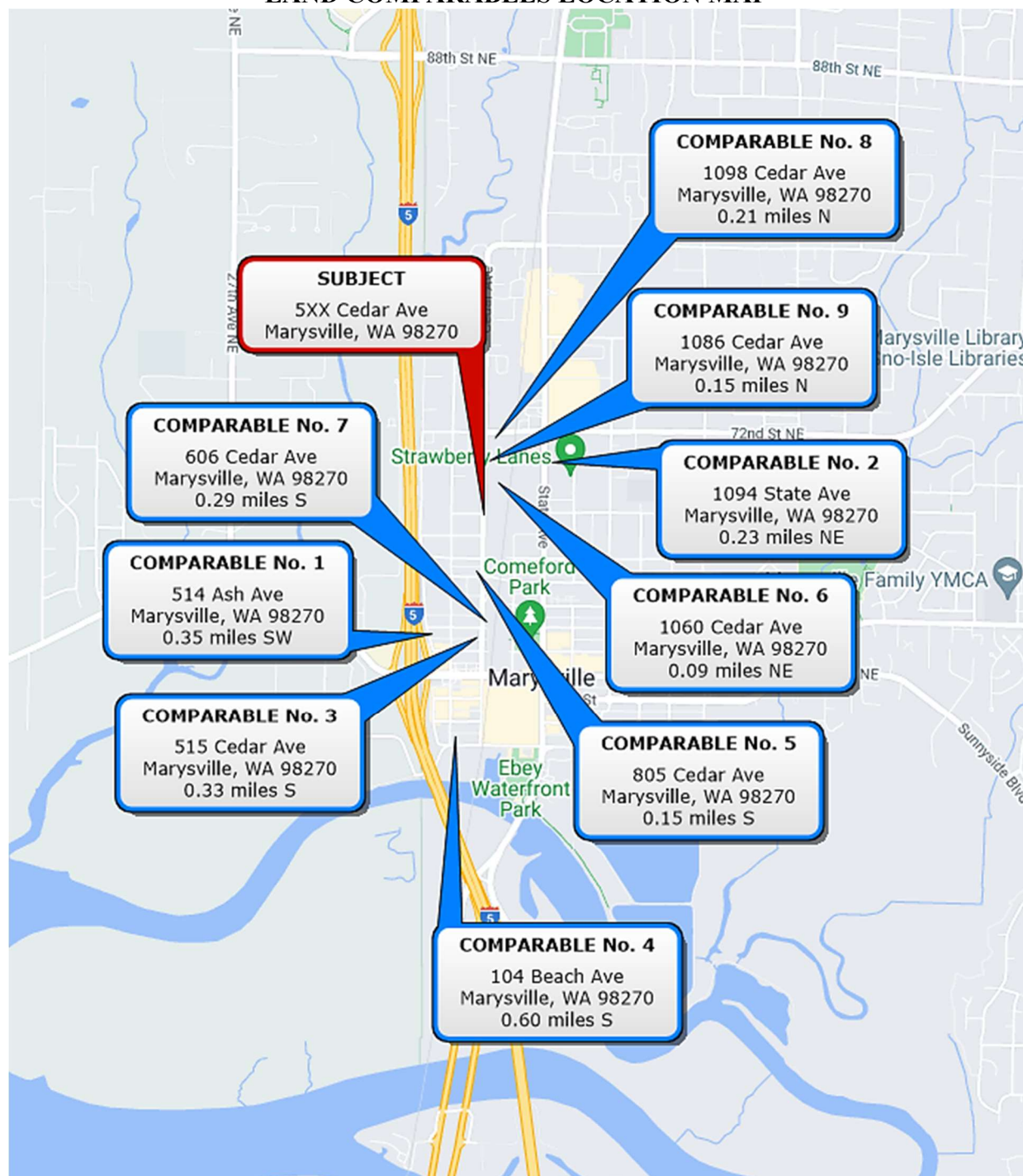
Based on this highest and best use conclusion, one approach to value is considered adequate to provide credible assignment results: sales comparison approach. Within this approach, different quantitative or qualitative methods can be used to support a value for the subject property. The cost approach 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

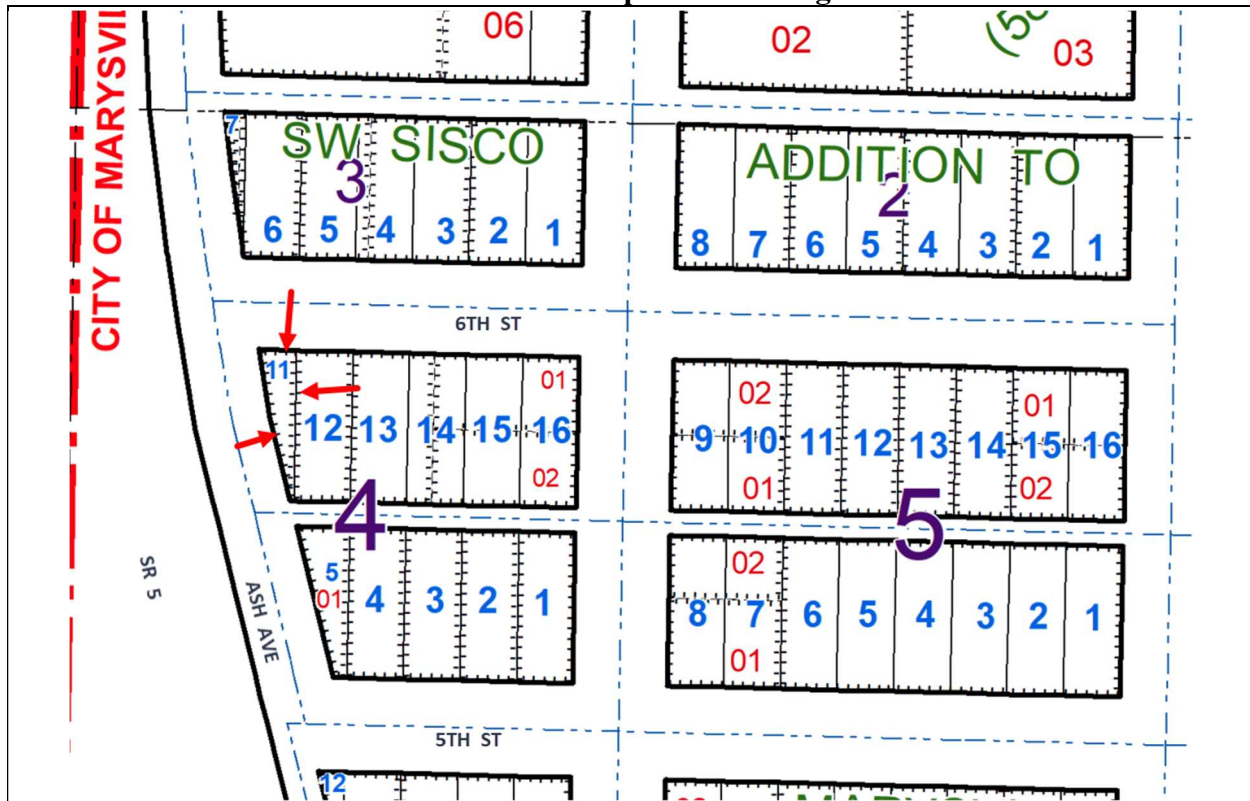
Buyer	Don Hafenscher and Lisa Hafenscher
Seller	Kevin Mauro and Debbie Mauro
List Price	\$799,000, 7/13/2021, cancelled listing #1754791 on 10/5/2021
Sale Price & Date, Deed	\$749,000, 4/8/2022, Statutory Warranty Deed
Site Size	2,178 SF
Buildings	One building with two office spaces
Building age, total 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.

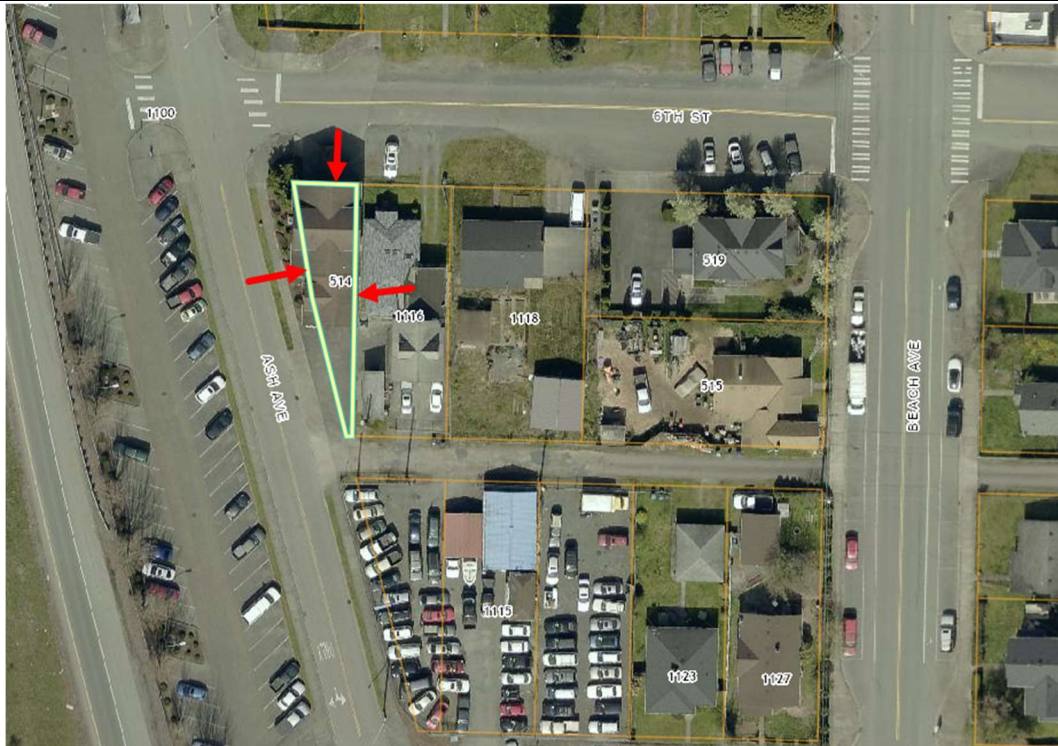
Cancelled listing broker was Michael Sylte, 425-754-8960. Confirmed with NWMLS, Costar, Re-list, deed, excise tax, city and county websites.

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

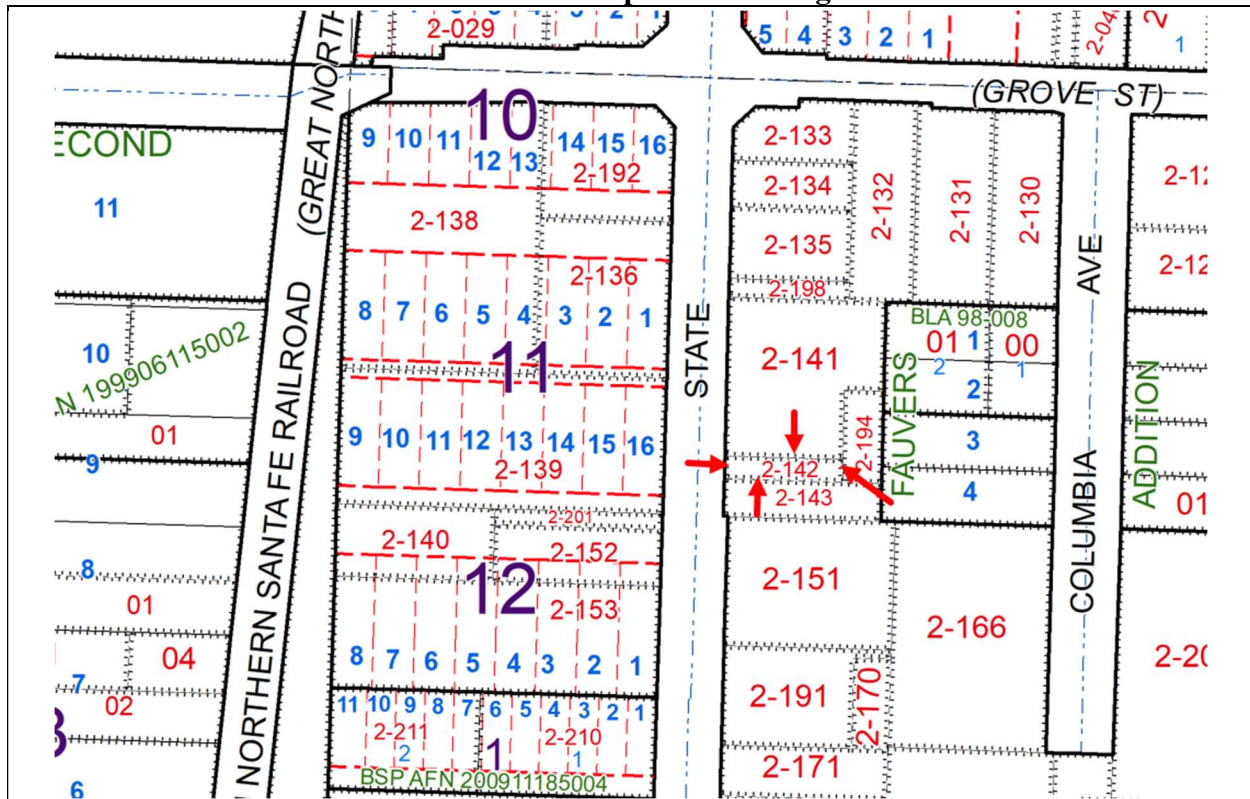
Buyer	1094 64th Dr NE
Seller	James Seaver and Pamela Seaver, Vicki Russell
List Price	Not listed
Sale Price & Date, Deed	\$570,000, 7/17/2023, Statutory Warranty Deed
Site Size	3,348 SF
Buildings	Apartment over retail
Building age, total size	1951, 3,000 SF plus detached 375 SF garage
Financing	\$456,000 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

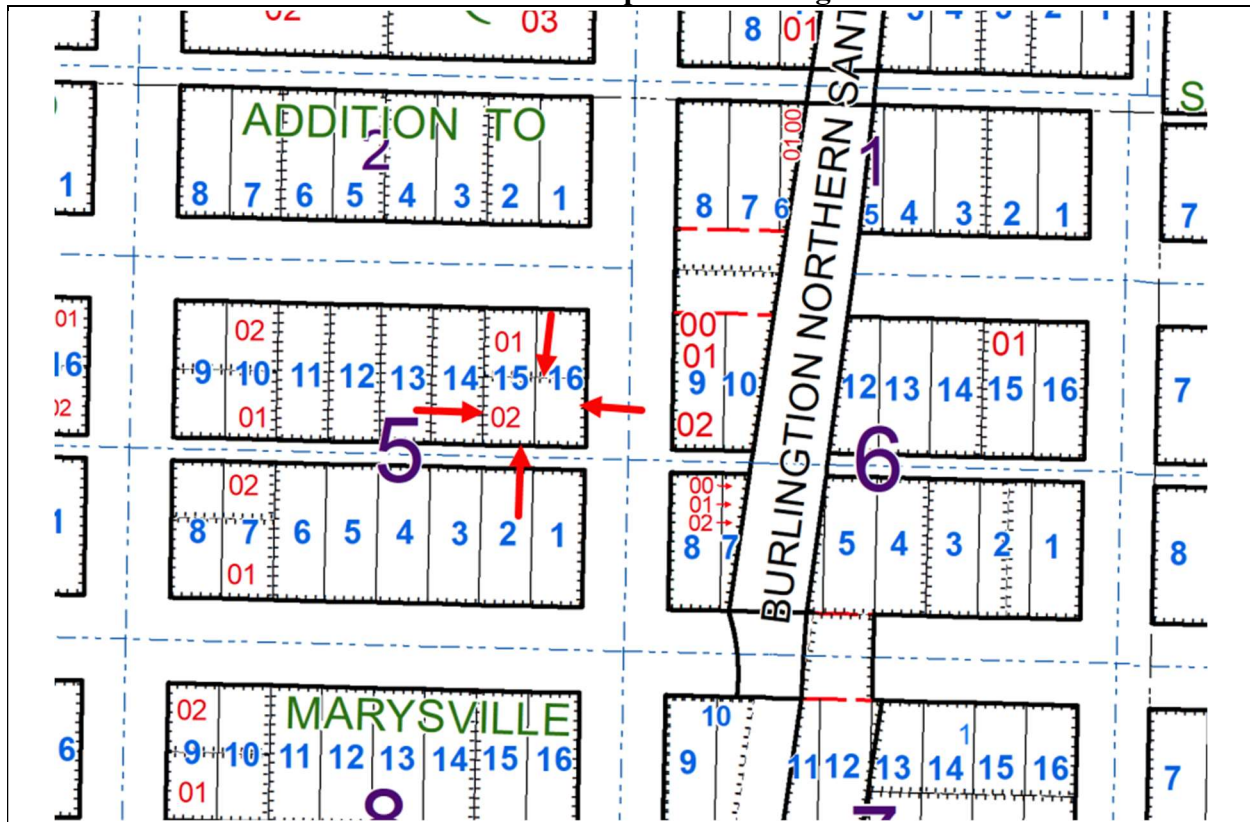
Buyer	Manuel Michel and Claudia Chavez
Seller	Tayna Parry
List Price	\$450,000 on 3/2/2023, down to \$400,000 on 7/24/2023
Sale Price & Date, Deed	\$410,000, 10/27/2023, Statutory Warranty Deed
Site Size	5,227 SF
Buildings	One story office. Detached 1-car garage of unknown size
Building age, total size	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

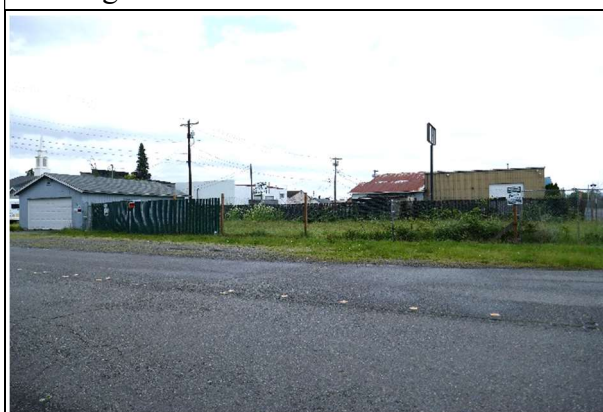
Sold, Comparable 4 – 104 Beach Ave, Marysville, WA

Left: My photos taken 6/4/2024.

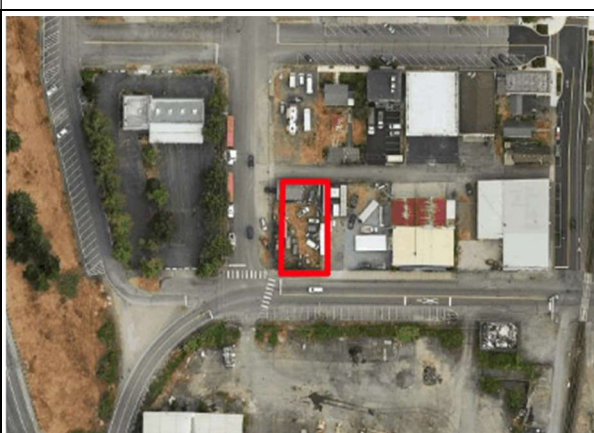
Right: NWMLS & CBA photos 12/30/2022



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.

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.

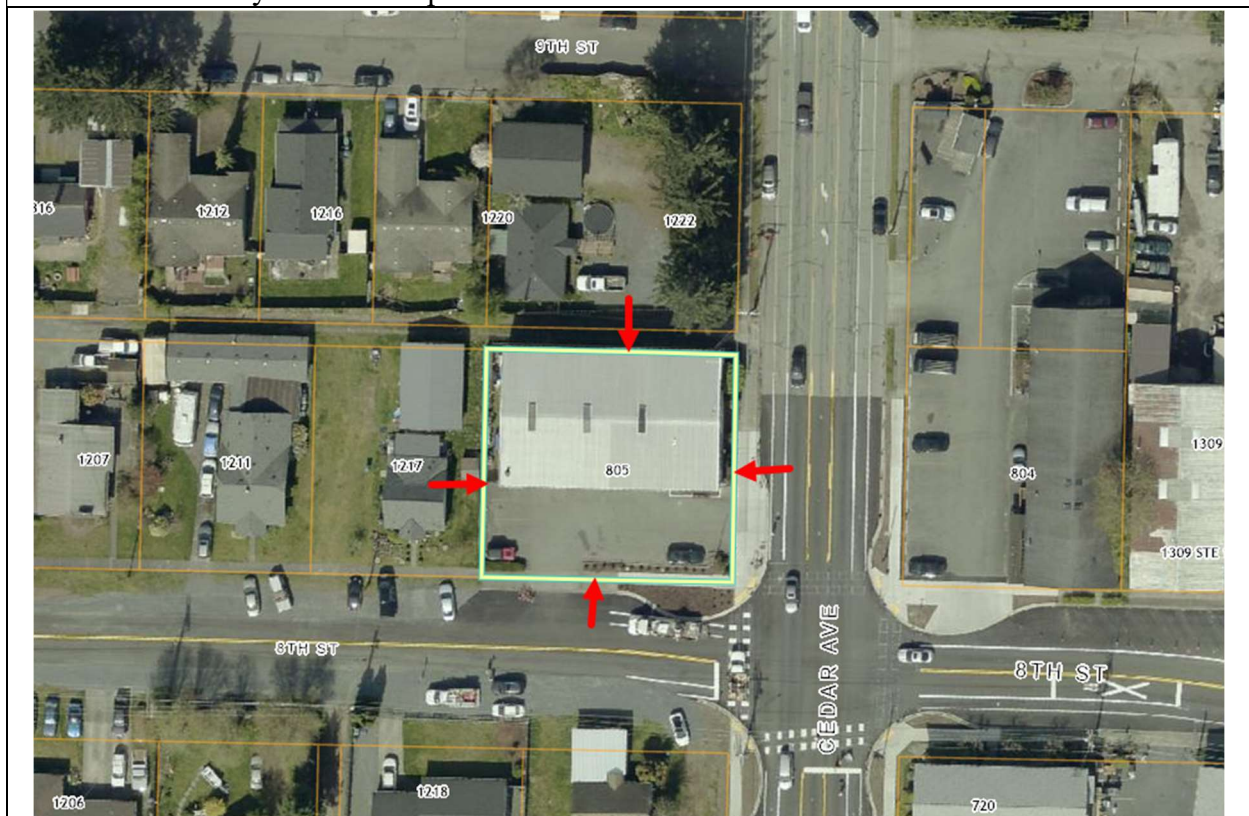
No other market sale found in the past 10 years and no listing.

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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

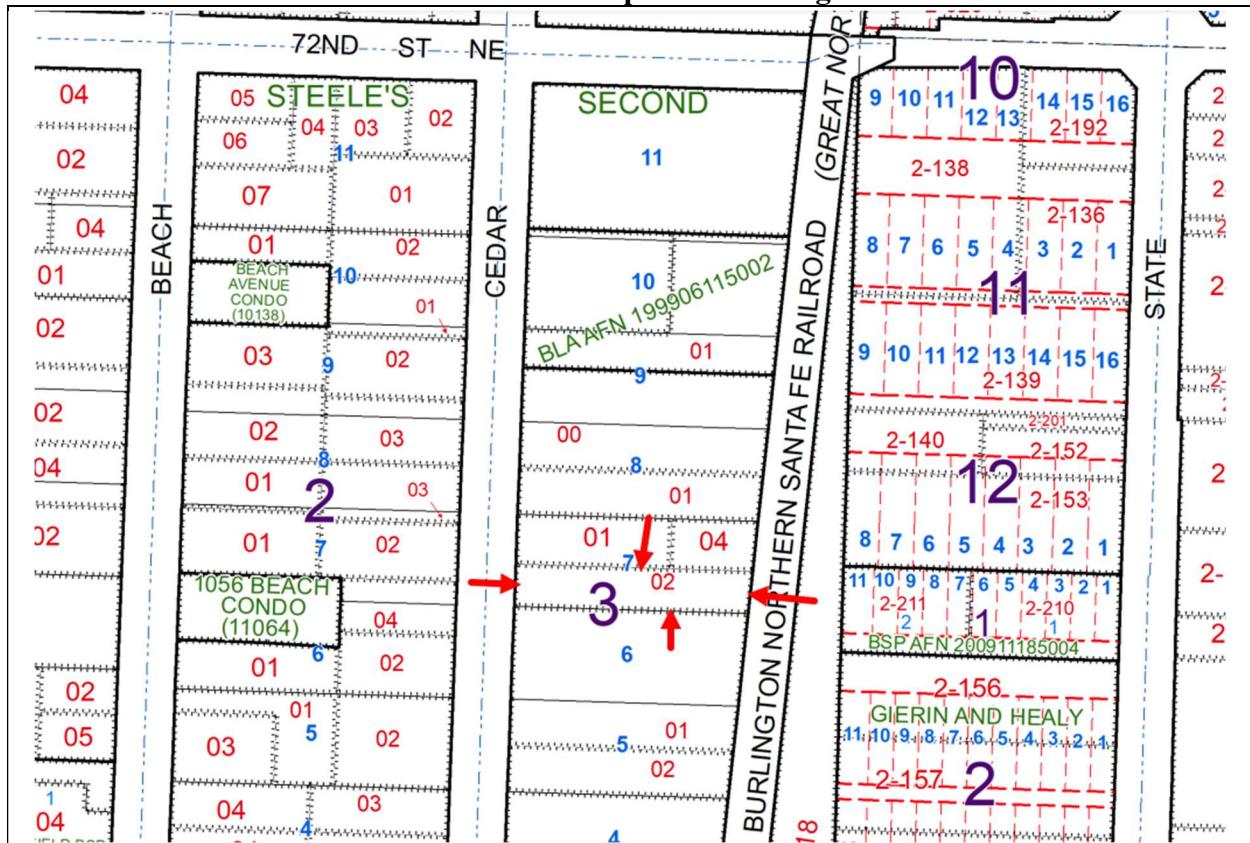
Comments: All public utilities are available to this property. Topography is level on grade. Narrow site with sidewalks has asphalt parking and driveway to rear of the building. Costar notes a daily traffic count of 9,838 in 2022.

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



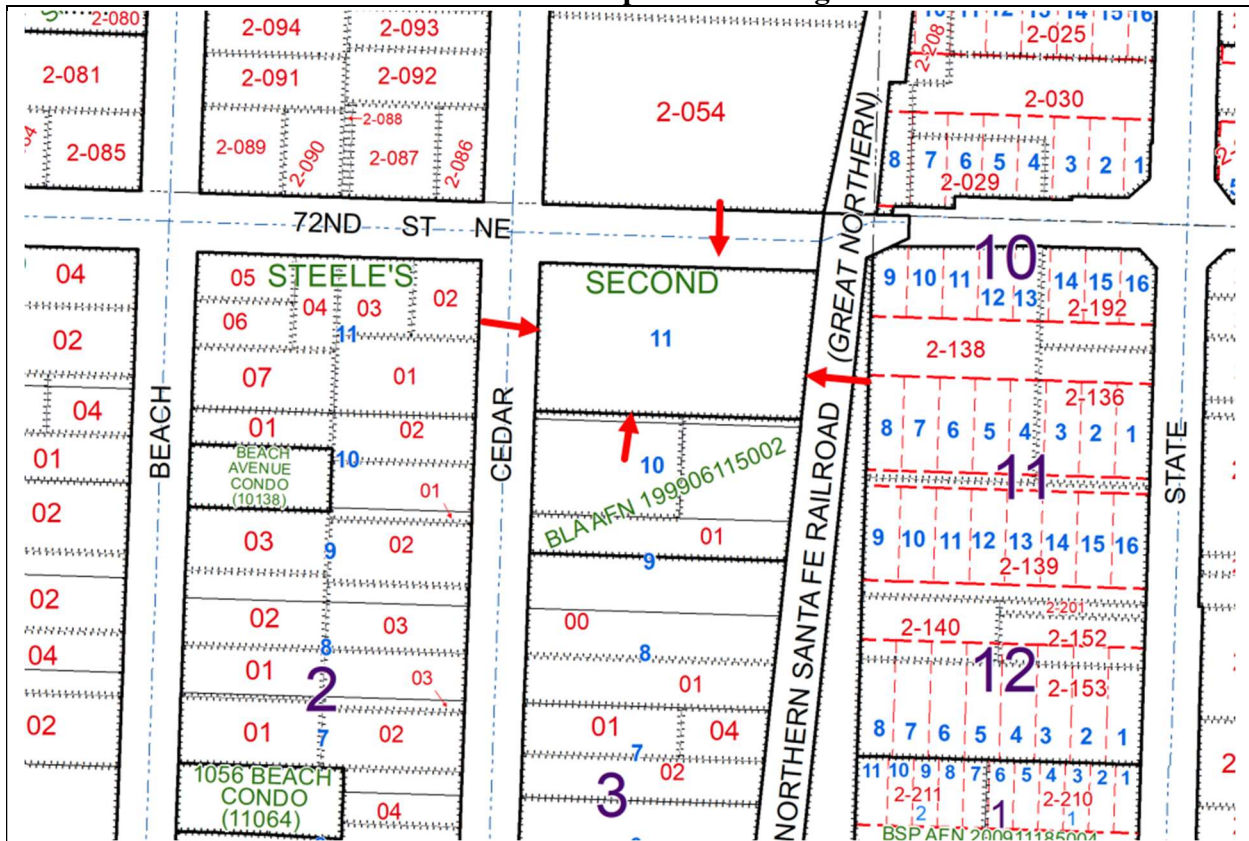
Buyer	Housing Authority of Snohomish County
Seller	Nelson Partners LLC
List Price	\$1,995,000 on 9/15/2023
Sale Price & Date, Deed	\$1,500,000, 2/16/2024, Statutory Warranty Deed
Site Size	72,387 SF
Buildings	None
Building age, total size	N/A
Financing	Cash
Auditor's File # Parcel #	202402160180 00585600301100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

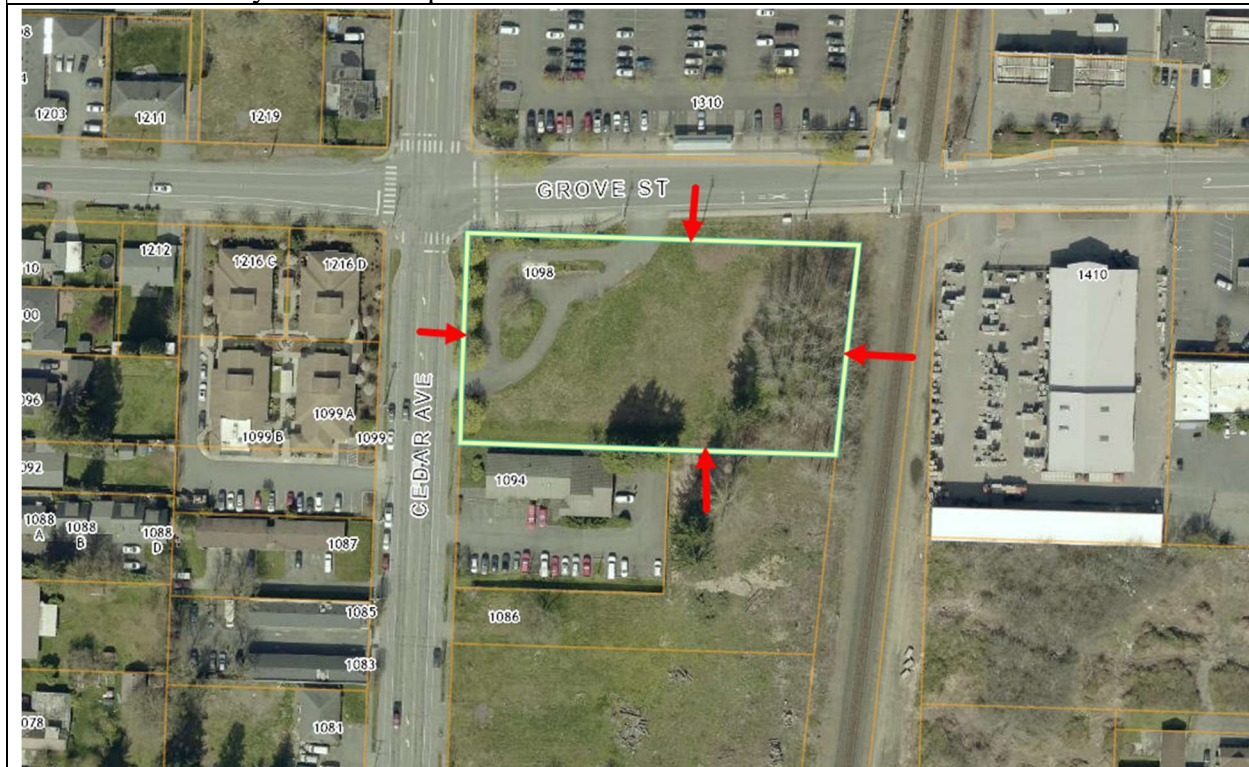
Listing # 2162623 in the NWMLS. Listing brokers Debbie Barger Smith, Windermere RE 425-356-9177 and James Rowley, Windermere RE 360-653-2509. Confirmed with NWMLS, Costar, CBA, Realist, deed, excise tax, city and county websites.

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.

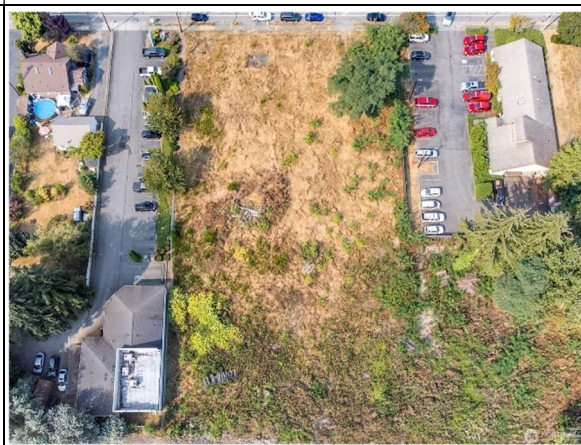
Right: NWMLS photos 7/20/2023



Looking SE from Cedar Ave



Looking E from Cedar Ave



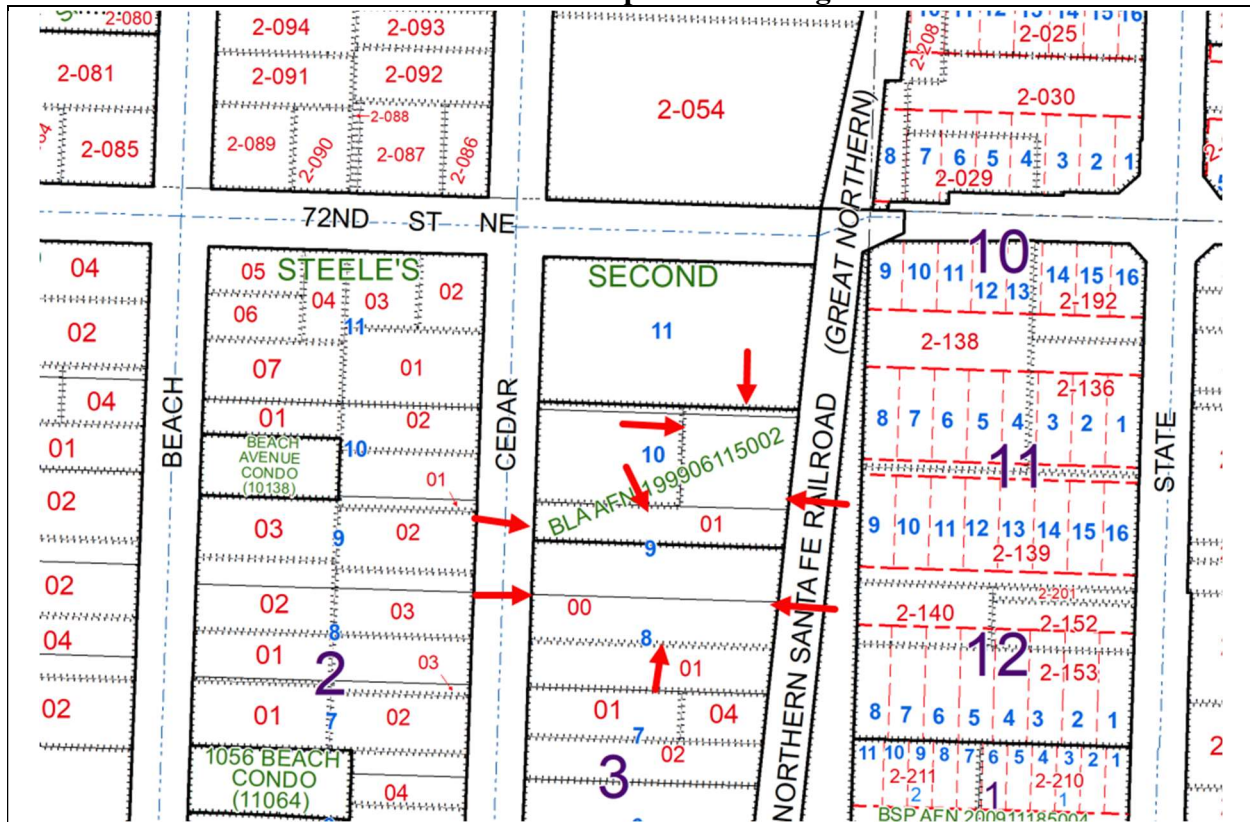
Buyer	Housing Authority of Snohomish County
Seller	Mark Robertson and Terry Robertson
List Price	\$1,898,000 on 7/20/2023
Sale Price & Date, Deed	\$1,500,000, 2/15/2024, Bargain and Sale Deed
Site Size	76,766 SF
Buildings	None.
Building age, total size	N/A
Financing	Cash
Auditor's File # Parcel #	202402150165 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.

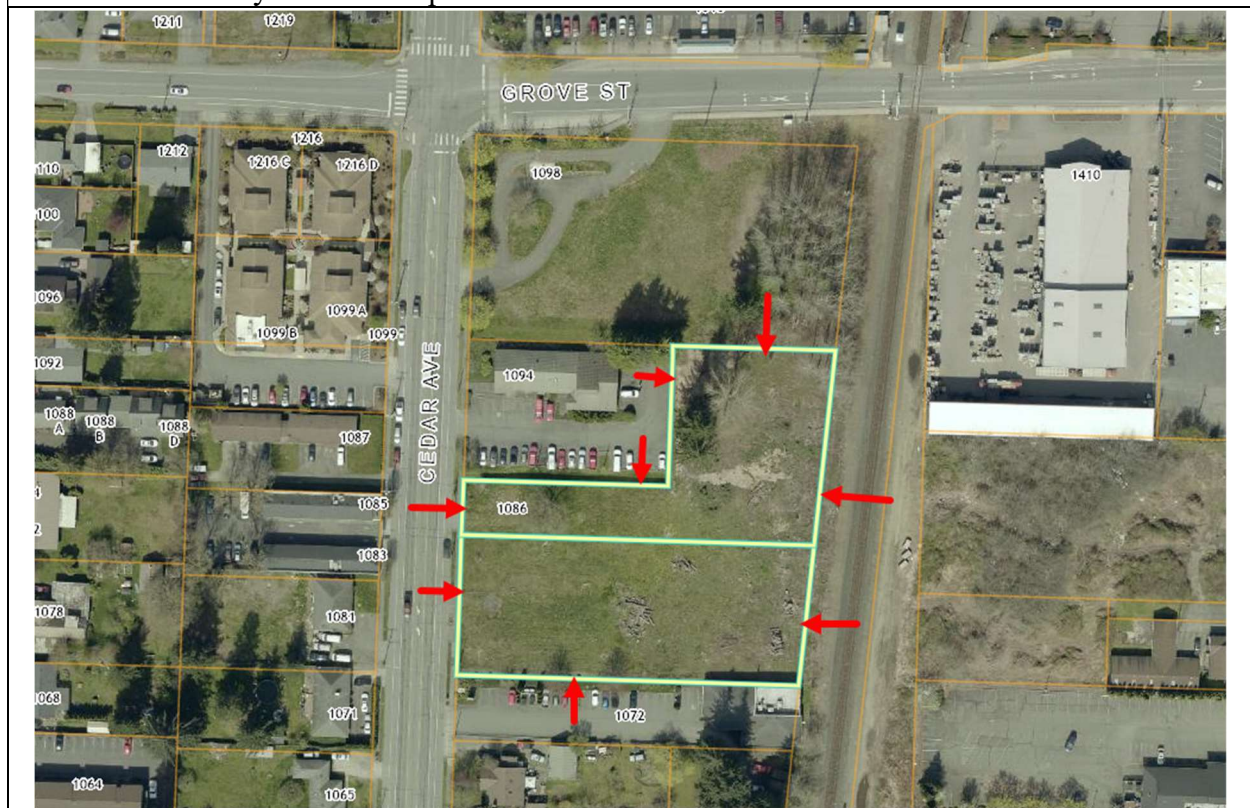
Listing # 2141344 in the NWMLS. Listing brokers David Maider, Windermere RE 206-227-9493 and Lauren Hendricks, Windermere RE 206-999-9161. Confirmed with NWMLS, CBA, Realist, deed, excise tax, city and county websites.

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%		2%		
Sale Price per SF of usable site		\$94.58	\$72.72	\$60.68	\$24.52	\$34.83
		Adjust- ment	Adjust- ment	Adjust- ment	Adjust- ment	Adjust- ment
		Description	Description	Description	Description	Description
Real Property rights conveyed	Fee Simple	Fee simple	Fee simple	Fee simple	Fee simple	Fee simple
Adjusted price		\$94.58	\$72.72	\$60.68	\$24.52	\$34.83
Financing		seller financing	Conventional	FHA	private party	Conventional
Adjusted price		\$94.58	\$72.72	\$60.68	\$24.52	\$34.83
Conditions of sale		Typical	Not listed	Typical	Not listed	Not listed
Adjusted price		\$94.58	\$72.72	\$60.68	\$24.52	\$34.83
Expenditures after purchase		none known	none known	none known	none known	none known
Adjusted price		\$94.58	\$72.72	\$60.68	\$24.52	\$34.83
Recorded Sale Date	6/4/2024	4/8/2022, 26 x 0%≠0%	7/17/2023 11x 0%≠0%	10/27/2023, 8x 0%≠0%	12/30/2022, 18x 0%≠0%	9/13/2023, 9x 0%≠0%
adjustment months x %	date of value					
SubTotal Adjusted Price		\$94.58	\$72.72	\$60.68	\$24.52	\$34.83
Location, daily traffic count (000s)	Urban/Avg, 10K	Urban/ Avg, 8K 0%	Urban/ Avg,17K -1%~	Urban/ Avg, 10K 0%	Urban/ Avg, 2K +5%~	Urban/ Avg, 12K 0%
adjustment %	no significant	no significant	no significant	no significant	no significant	no significant
View	no significant	no significant	rectangle	rectangle	rectangle	rectangle
Shape	modified rectangles	irregular, ~ +1%	rectangle 0%	rectangle 0%	rectangle 0%	rectangle 0%
adjustment %						
Topography, corner or alley	level, no	level, corner	level, no	gentle, alley	level, both	level, both
adjustment %						
Utilities	all public	all public	all public	all public	all public	all public
Zoning	Flex	Flex	Downtown core	Flex Res.	Flex Res.	Flex Res.
Site size (SF)	add 5,634	2,178	3,348	5,227	7,200	10,454
Site front feet	add 75'	154'	26'	60'	180'	205'
Improvements -	none	building value already removed from sale price	building value already removed from sale price	building value already removed from sale price	building value already removed from sale price	building value already removed from sale price
Remaining adjustment		\$0.50	\$0.00	\$0.00	\$0.50	\$0.00
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				
List Price to Sale Price Discount				-25%	\$6.84				
Sale Price per SF of usable site					\$20.72				

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

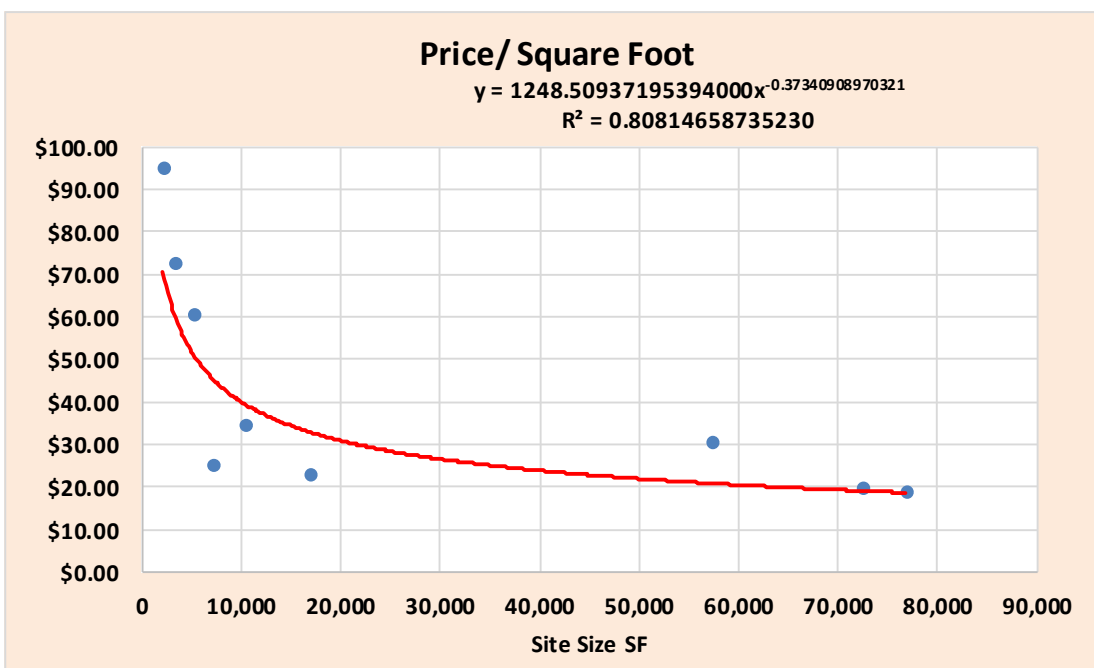
I typically use the regression equation that results in the best fit of the trendline to the data points. In this case, the power equation resulted in a strong fit with R^2 (the coefficient of determination) being 0.8081+. The trendline equation predicts the sale price per SF for a given site size with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

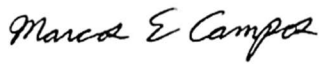
6. The client and appraiser agree that the above sets forth fairly the agreement between them this 23rd day of April, 2024. With receipt of a copy of this agreement signed by the client and payment of the retainer, work will be authorized to proceed.

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),

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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

– Continued –

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: January 13, 2025

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Memorandum of Understanding Between the Teamsters Local 763 and the City of Marysville*

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding with Teamsters Local 763.

SUMMARY: The Memorandum of Understanding increases the Mechanics employee pension contribution rate to \$3.00 per hour, effective 2/1/2025. This increase to the employee contribution was voted on and passed by employees on December 9, 2024. There is no cost to the city.

ATTACHMENTS:

[City of Marysville-MOU Mechanics Pension Diversion 2025.FINAL.pdf](#)
[Teamsters 763 - MOU - Original.pdf](#)

MEMORANDUM OF UNDERSTANDING

to the

AGREEMENT

by and between

CITY OF MARYSVILLE, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing Employees of the City of Marysville)

January 01, 2023 through December 31, 2025

THIS MEMORANDUM OF UNDERSTANDING is by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

On December 9, 2024, the bargaining unit held a vote on increasing the payroll diversion to the Western Conference of Teamsters Pension Trust on behalf of the Mechanics as follows:

ARTICLE 10 PENSION

10.1 The bargaining unit shall determine with a vote of eligible members the amounts, if any, that will be diverted from payroll increases into the Western Conference of Teamsters Pension Trust. The vote may be held annually. The Union will notify the Employer of the amount to be made by payroll diversion following the vote. Any contribution change will be applied by the Employer effective the first of the month after thirty (30) days' notice is received by the Employer from the Union.

Mechanics

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)
02/01/2024	Two dollars and fifty cents (\$2.50)
02/01/2025	Three dollars (\$3.00)

Parks and Public Works Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2012	One dollar and ten cents (\$1.10)
04/01/2019	One dollar and thirty-five cents (\$1.35)

Police Department and Office-Clerical Employees In All Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2002	Five cents (\$0.05¢)
01/01/2021	One dollar and five cents (\$1.05)

Solid Waste

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)

- 10.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.
- 10.3 **Probationary Employees** – For regular employees working in the Parks and Public Works Department, Solid Waste, Mechanics and Clerical employees serving a probationary period, the Employer will pay an hourly contribution rate of ten cents (\$0.10) during the probationary period, but in no case for a period longer than the first ninety (90) calendar days from the date of hire. If and when this period is completed, the full standard contribution rate shall apply.
- 10.4 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 10.1 on behalf of all employees performing bargaining-unit work; and for purposes of this Section the bargaining unit shall be defined as follows:
- All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. However, pension contributions shall not be remitted on employees within the bargaining unit who are considered to be temporary, seasonal, and/or casual employees.
- No person or third-party beneficiary shall interpret this Agreement such that "field or playground work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer recreation employees and confirms that such work is not bargaining-unit work.
- 10.5 In the case where there are payouts of accrued hours (vacation, compensatory time, or sick leave), pension must be contributed on all hours, not to exceed an annual number of two thousand eighty (2,080) hours as set forth in Section 10.1.
- 10.6 In the case where an employee within the bargaining unit goes on a leave without pay status, pension contributions will not be remitted for hours that are in a non-paid status. Pension contributions will be remitted only for compensable hours during the leave status.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By

Chad Baker
Secretary-Treasurer

By

Jon Nehring
Mayor

MEMORANDUM OF UNDERSTANDING

to the

AGREEMENT

by and between

CITY OF MARYSVILLE, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing Employees of the City of Marysville)

January 01, 2023 through December 31, 2025

THIS MEMORANDUM OF UNDERSTANDING is by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

On December 21, 2023, the bargaining unit held a vote on increasing the payroll diversion to the Western Conference of Teamsters Pension Trust on behalf of the Mechanics as follows:

ARTICLE 10 PENSION

- 10.1 The bargaining unit shall determine with a vote of eligible members the amounts, if any, that will be diverted from payroll increases into the Western Conference of Teamsters Pension Trust. The vote may be held annually. The Union will notify the Employer of the amount to be made by payroll diversion following the vote. Any contribution change will be applied by the Employer effective the first of the month after thirty (30) days' notice is received by the Employer from the Union.

Mechanics

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)
02/01/2024	Two dollars and fifty cents (\$2.50)

Parks and Public Works Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2012	One dollar and ten cents (\$1.10)
04/01/2019	One dollar and thirty-five cents (\$1.35)

Police Department and Office-Clerical Employees In All Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2002	Five cents (\$0.05¢)
01/01/2021	One dollar and five cents (\$1.05)

Solid Waste

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)

- 10.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.
- 10.3 Probationary Employees – For regular employees working in the Parks and Public Works Department, Solid Waste, Mechanics and Clerical employees serving a probationary period, the Employer will pay an hourly contribution rate of ten cents (\$0.10) during the probationary period, but in no case for a period longer than the first ninety (90) calendar days from the date of hire. If and when this period is completed, the full standard contribution rate shall apply.
- 10.4 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 10.1 on behalf of all employees performing bargaining-unit work; and for purposes of this Section the bargaining unit shall be defined as follows:
- All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. However, pension contributions shall not be remitted on employees within the bargaining unit who are considered to be temporary, seasonal, and/or casual employees.
- No person or third-party beneficiary shall interpret this Agreement such that "field or playground work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer recreation employees and confirms that such work is not bargaining-unit work.
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- 10.6 In the case where an employee within the bargaining unit goes on a leave without pay status, pension contributions will not be remitted for hours that are in a non-paid status. Pension contributions will be remitted only for compensable hours during the leave status.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By


Chad Baker, Secretary-Treasurer

By


Jon Nehring, Mayor

Date

1-4-24

Date

1/24/24



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Memorandum of Understanding Between the Teamsters Local 763 and the City of Marysville*

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding with Teamsters Local 763.

SUMMARY: This Memorandum of Understanding reflects the party's agreements to: (a) reclassify the Cross Connection Specialist position from U45 to U50, and (b) resolves all outstanding commitments by the parties as outlined in Article A.18 of the collective bargaining agreement with Teamsters Local 763.

ATTACHMENTS:

[mville_MOU Cross Connection Control Specialist 2024.Final.pdf](#)
[Teamsters 763 - MOU - Original.pdf](#)

MEMORANDUM OF UNDERSTANDING
TO THE
AGREEMENT
BY AND BETWEEN
CITY OF MARYVILLE, WASHINGTON
AND
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION #763

January 1, 2023 through December 31, 2025

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION #763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

This memorandum of understanding reflects the parties' agreements regarding the Cross Connection Control Specialist Classification Description and pay. The parties agree to the following effective the first pay period after ratification by the Union membership:

The parties agree to move the Cross Connection Control Specialist pay range from U45 to U50.

This agreement resolves all outstanding commitments by the parties regarding A.18 of the current Collective Bargaining Agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters CITY OF MARYSVILLE, WASHINGTON

By _____ By _____
Chad Baker, Secretary-Treasurer Jon Nehring, Mayor

Date _____ Date _____

MEMORANDUM OF UNDERSTANDING

to the

AGREEMENT

by and between

CITY OF MARYSVILLE, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing Employees of the City of Marysville)

January 01, 2023 through December 31, 2025

THIS MEMORANDUM OF UNDERSTANDING is by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

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ARTICLE 10 PENSION

- 10.1 The bargaining unit shall determine with a vote of eligible members the amounts, if any, that will be diverted from payroll increases into the Western Conference of Teamsters Pension Trust. The vote may be held annually. The Union will notify the Employer of the amount to be made by payroll diversion following the vote. Any contribution change will be applied by the Employer effective the first of the month after thirty (30) days' notice is received by the Employer from the Union.

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<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)
02/01/2024	Two dollars and fifty cents (\$2.50)

Parks and Public Works Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
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Police Department and Office-Clerical Employees In All Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2002	Five cents (\$0.05¢)
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Solid Waste

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)

- 10.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.
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- 10.4 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 10.1 on behalf of all employees performing bargaining-unit work; and for purposes of this Section the bargaining unit shall be defined as follows:
- All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. However, pension contributions shall not be remitted on employees within the bargaining unit who are considered to be temporary, seasonal, and/or casual employees.
- No person or third-party beneficiary shall interpret this Agreement such that "field or playground work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer recreation employees and confirms that such work is not bargaining-unit work.
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PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By


Chad Baker, Secretary-Treasurer

By


Jon Nehring, Mayor

Date

1-4-24

Date

1/24/24



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

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

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Amending the 2025-2026 Biennial Budget and Providing for the Increase/Decrease of Certain Expenditure Items as Budgeted for in Ordinance No. 3325*

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

SUMMARY: This Ordinance is to amend the 2025-2026 Biennial budget with new information not known at the time of budget adoption. The memo attached will provide additional details for the amendment request.

ATTACHMENTS:

[Jan 2025 Budget Amendment Memo.docx](#)
[011325 BA Ordinance.pdf](#)



MARYSVILLE
FINANCE

TO: Mayor and City Council

FROM: Jennifer Ferrer-Santa Ines, Finance Director

DATE: January 13, 2025

RE: Q1 2025 Budget Amendment Memo

This budget ordinance provides course corrections based on new information for the 2025-2026 biennial budget that was not known at the time of budget adoption. Staff routinely brings budget amendments to be transparent and accountable.

A budget amendment is a recurring budget process step; staff accumulates new information anticipating bringing adjustments of this type to Council and is typically for one of four reasons:

- 1) New additional revenue makes it possible to approve additional related expenses,
- 2) Prior-year budgeted obligations need to be rolled forward to match disbursement in the current year, if not yet disbursed by February 7th,
- 3) Accumulated fund balances can be appropriated, and
- 4) Corrections or changes between funds.

Revenue adjustments included in this amendment total \$2,073,430. Expenditure adjustments total \$4,293,273 for a net decrease of \$2,219,843.

This amendment includes carry-over adjustments in the amount of \$3.2 million for planned work or purchases in 2024 that either did not take place or will be disbursed in 2025. These items also include project dollars that were not spent in 2024 and will be carried forward to 2025.

Also included are awarded grants and contributions totaling \$461,618 and an increase of \$273,457/year of revenue projections for Golf.

The revised salary grids included in the Ordinance reflect the following reclassifications as noted below.

- 1) Reclassify the Assistant Chief position from M123 to M124, remove command duty pay, and place at step 9.
- 2) Reclassify Cross Connection Specialist from U45 to U50. Employee to be placed at step 7.
- 3) Reclassify open Parks Maintenance Assistant, 1.0 FTE to Parks Maintenance Tech II, 1.0 FTE

(360) 363-8000

Civic Center
501 Delta Ave
Marysville, WA 98270

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE
2025-2026 BIENNIAL BUDGET AND PROVIDING FOR THE
INCREASE/DECREASE OF CERTAIN EXPENDITURE ITEMS AS
BUDGETED FOR IN ORDINANCE NO. 3325.

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

Section 1. Since the adoption of the 2025-2026 budget by the City Council on November 25, 2024, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2025-2026 budget. The following funds as referenced in Ordinance No. 3325 are hereby amended to read as follows:

Description		2025 Revenue Adj	2026 Revenue Adj	2025 Expend Adj	2026 Expend Adj	Ending Fund Balance Adjustment
General Fund						
2	carry over			64,335		(64,335)
2	carry over			7,717		(7,717)
2	carry over			13,590		(13,590)
2	carry over			7,717		(7,717)
2	carry over			7,717		(7,717)
2	carry over			10,590		(10,590)
2	carry over			85,000		(85,000)
2	carry over			35,000		(35,000)
2	carry over			255,000		(255,000)
2	carry over			84,946		(84,946)
2	carry over			25,000		(25,000)
3	Use of FB			22,000		(22,000)
3	Use of FB			17,645	18,263	(35,908)
3	Use of FB			27,975	28,954	(56,929)
Total General Fund		-	-	664,232	47,217	(711,449)
Drug Seizure - Fund 103						
3	Use of FB			70,000		(70,000)
Total Drug Seizure		-	-	70,000	-	(70,000)
Hotel Motel - Fund 105						
3	Use of FB			67,848		(67,848)
Total Hotel Motel		-	-	67,848	-	(67,848)
Parks Construction - Fund 310						
2	carry over			30,000		(30,000)
2	carry over			288,000		(288,000)
Total GMA Parks		-	-	318,000	-	(318,000)
City Facilities - Fund 314						
1	New Revenue		40,000	40,000		-
1	New Revenue		300,000	-		300,000
Total City Facilities		-	340,000	40,000	-	300,000

		2025	2026	2025	2026	Ending Fund
Description		Revenue Adj	Revenue Adj	Expend Adj	Expend Adj	Balance Adjustment
3	Use of FB			5,049	5,226	(10,275)
1	New Revenue			121,618		-
2	carry over	121,618		50,000		(50,000)
2	carry over			80,000		(80,000)
Total Waterworks Utility		121,618	-	256,667	5,226	(140,275)
Water/Sewer Construction Fund - Fund 402						
2	carry over			95,000		(95,000)
2	carry over			158,142		(158,142)
2	carry over			75,000		(75,000)
2	carry over			128,000		(128,000)
2	carry over			7,500		(7,500)
2	carry over			19,786		(19,786)
Total Waterworks Construction		-	-	483,428	-	(483,428)
Solid Waste - Fund 410						
2	carry over			435,330		(435,330)
3	Use of FB			62,902		(62,902)
Total Solid Waste		-	-	498,232	-	(498,232)
Golf Course - Fund 420						
1	New Revenue	273,457	273,457			546,914
3	Use of FB			312,000	321,360	(633,360)
2	carry over			144,165		(144,165)
Total Golf Course		273,457	273,457	456,165	321,360	(230,611)
Fleet Maintenance - Fund 501						
2	carry over			64,335		(64,335)
2	carry over			7,717		(7,717)
2	carry over			13,590		(13,590)
2	carry over			7,717		(7,717)
2	carry over			7,717		(7,717)
2	carry over			10,590		(10,590)
2	carry over			85,000		(85,000)
2	carry over			35,000		(35,000)
2	carry over			498,232		(498,232)
2	carry over			255,000		(255,000)
2	carry over			80,000		(80,000)
2	carry over		1,064,898	-		1,064,898
Total Fleet Maintenance		-	1,064,898	1,064,898	-	-
GRAND TOTAL		395,075	1,678,355	3,919,470	373,803	(2,219,843)

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Since the adoption of the 2025-2026 budget and in accordance with MMC 2.50.030, the 2025-2026 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit “B”.

Section 3. Except as provided herein, all other provisions of Ordinance No. 3325 shall remain in full force and effect, unchanged.

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 _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2025-2026
Amendment Account Detail

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 18,481,554	\$ 18,481,554	\$ -
General Fund	001	Revenue	134,044,936	134,044,936	-
General Fund	001	Expenditures	140,940,636	141,652,085	711,449
General Fund	001	Ending Fund Balance	11,585,854	10,874,405	(711,449)
Cumulative Reserve	005	Beginning Fund Balance	206,297	\$ 206,297	\$ -
Cumulative Reserve	005	Revenue	-	-	-
Cumulative Reserve	005	Expenditures	-	-	-
Cumulative Reserve	005	Ending Fund Balance	206,297	206,297	-
City Street	101	Beginning Fund Balance	943,682	\$ 943,682	\$ -
City Street	101	Revenue	2,744,000	2,744,000	-
City Street	101	Expenditures	2,600,000	2,600,000	-
City Street	101	Ending Fund Balance	1,087,682	1,087,682	-
Drug Enforcement	103	Beginning Fund Balance	73,364	\$ 73,364	\$ -
Drug Enforcement	103	Revenue	16,000	16,000	-
Drug Enforcement	103	Expenditures	16,000	86,000	70,000
Drug Enforcement	103	Ending Fund Balance	73,364	3,364	(70,000)
Tribal Gaming Fund	104	Beginning Fund Balance	272	\$ 272	\$ -
Tribal Gaming Fund	104	Revenue	-	-	-
Tribal Gaming Fund	104	Expenditures	-	-	-
Tribal Gaming Fund	104	Ending Fund Balance	272	272	-
Hotel/Motel Tax	105	Beginning Fund Balance	382,222	\$ 382,222	\$ -
Hotel/Motel Tax	105	Revenue	533,180	533,180	-
Hotel/Motel Tax	105	Expenditures	228,672	296,520	67,848
Hotel/Motel Tax	105	Ending Fund Balance	686,730	618,882	(67,848)
I/NET	108	Beginning Fund Balance	664,406	\$ 664,406	\$ -
I/NET	108	Revenue	200,000	200,000	-
I/NET	108	Expenditures	42,000	42,000	-
I/NET	108	Ending Fund Balance	822,406	822,406	-
CDBG	109	Beginning Fund Balance	3,307	\$ 3,307	\$ -
CDBG	109	Revenue	817,914	817,914	-
CDBG	109	Expenditures	817,914	817,914	-
CDBG	109	Ending Fund Balance	3,307	3,307	-
GMA - REET I	110	Beginning Fund Balance	390,724	\$ 390,724	\$ -
GMA - REET I	110	Revenue	4,195,320	4,195,320	-
GMA - REET I	110	Expenditures	4,462,263	4,462,263	-
GMA - REET I	110	Ending Fund Balance	123,781	123,781	-
GMA - REET II	111	Beginning Fund Balance	144,192	\$ 144,192	\$ -
GMA - REET II	111	Revenue	4,195,320	4,195,320	-
GMA - REET II	111	Expenditures	4,262,263	4,262,263	-
GMA - REET II	111	Ending Fund Balance	77,249	77,249	-

EXHIBIT A – 2025-2026
Amendment Account Detail-Continued

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Incl(Dec)
Affordable Housing	115	Beginning Fund Balance	490	\$ 490	\$ -
Affordable Housing	115	Revenue	189,205	189,205	-
Affordable Housing	115	Expenditures	180,000	180,000	-
Affordable Housing	115	Ending Fund Balance	9,695	9,695	-
School Mitigation	116	Beginning Fund Balance	-	\$ -	\$ -
School Mitigation	116	Revenue	2,000,000	2,000,000	-
School Mitigation	116	Expenditures	2,000,000	2,000,000	-
School Mitigation	116	Ending Fund Balance	-	-	-
LTGO Debt Service	206	Beginning Fund Balance	168,069	\$ 168,069	\$ -
LTGO Debt Service	206	Revenue	11,120,888	11,120,888	-
LTGO Debt Service	206	Expenditures	11,125,888	11,125,888	-
LTGO Debt Service	206	Ending Fund Balance	163,069	163,069	-
LID 71 Debt Service	271	Beginning Fund Balance	59,072	\$ 59,072	\$ -
LID 71 Debt Service	271	Revenue	624,000	624,000	-
LID 71 Debt Service	271	Expenditures	676,936	676,936	-
LID 71 Debt Service	271	Ending Fund Balance	6,136	6,136	-
LID Guaranty Fund	299	Beginning Fund Balance	670,397	\$ 670,397	\$ -
LID Guaranty Fund	299	Revenue	-	-	-
LID Guaranty Fund	299	Expenditures	20,000	20,000	-
LID Guaranty Fund	299	Ending Fund Balance	650,397	650,397	-
Streets Construction	305	Beginning Fund Balance	56,260	\$ 56,260	\$ -
Streets Construction	305	Revenue	26,946,491	26,946,491	-
Streets Construction	305	Expenditures	26,444,491	26,444,491	-
Streets Construction	305	Ending Fund Balance	558,260	558,260	-
Park Construction	310	Beginning Fund Balance	573,933	\$ 573,933	\$ -
Park Construction	310	Revenue	4,898,273	4,898,273	-
Park Construction	310	Expenditures	4,248,101	4,566,101	318,000
Park Construction	310	Ending Fund Balance	1,224,105	906,105	(318,000)
City Facilities	314	Beginning Fund Balance	-	\$ -	\$ -
City Facilities	314	Revenue	219,580	559,580	340,000
City Facilities	314	Expenditures	219,580	259,580	40,000
City Facilities	314	Ending Fund Balance	-	300,000	300,000
Water/Sewer Utilities	401	Beginning Fund Balance	14,849,081	14,849,081	\$ -
Water/Sewer Utilities	401	Revenue	71,779,186	71,900,804	121,618
Water/Sewer Utilities	401	Expenditures	82,487,595	82,749,488	261,893
Water/Sewer Utilities	401	Ending Fund Balance	4,140,672	4,000,397	(140,275)
Wtr/Sewer Const Fund	402	Beginning Fund Balance	16,257,652	16,257,652	\$ -
Wtr/Sewer Const Fund	402	Revenue	15,731,344	15,731,344	-
Wtr/Sewer Const Fund	402	Expenditures	16,354,985	16,838,413	483,428
Wtr/Sewer Const Fund	402	Ending Fund Balance	15,634,011	15,150,583	(483,428)
Garbage & Refuse	410	Beginning Fund Balance	5,146,940	5,146,940	\$ -
Garbage & Refuse	410	Revenue	32,773,136	32,773,136	-
Garbage & Refuse	410	Expenditures	32,559,951	33,058,183	498,232
Garbage & Refuse	410	Ending Fund Balance	5,360,125	4,861,893	(498,232)
Golf Course	420	Beginning Fund Balance	1,069,950	1,069,950	\$ -
Golf Course	420	Revenue	7,050,189	7,597,103	546,914
Golf Course	420	Expenditures	7,131,714	7,909,239	777,525
Golf Course	420	Ending Fund Balance	988,425	757,814	(230,611)

EXHIBIT A – 2025-2026
Amendment Account Detail-Continued

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
Utility Debt Service	450	Beginning Fund Balance	2,766,710	2,766,710	\$ -
Utility Debt Service	450	Revenue	7,897,926	7,897,926	-
Utility Debt Service	450	Expenditures	7,899,526	7,899,526	-
Utility Debt Service	450	Ending Fund Balance	2,765,110	2,765,110	-
Fleet Services	501	Beginning Fund Balance	191,952	191,952	\$ -
Fleet Services	501	Revenue	8,522,810	9,587,708	1,064,898
Fleet Services	501	Expenditures	8,522,810	9,587,708	1,064,898
Fleet Services	501	Ending Fund Balance	191,952	191,952	-
Facility Maintenance	502	Beginning Fund Balance	3,999	3,999	\$ -
Facility Maintenance	502	Revenue	2,842,225	2,842,225	-
Facility Maintenance	502	Expenditures	2,842,225	2,842,225	-
Facility Maintenance	502	Ending Fund Balance	3,999	3,999	-
Information Services	503	Beginning Fund Balance	207,057	207,057	\$ -
Information Services	503	Revenue	7,615,151	7,615,151	-
Information Services	503	Expenditures	7,563,151	7,563,151	-
Information Services	503	Ending Fund Balance	259,057	259,057	-
Unemployment Insuran	510	Beginning Fund Balance	150,688	150,688	\$ -
Unemployment Insuran	510	Revenue	163,687	163,687	-
Unemployment Insuran	510	Expenditures	50,000	50,000	-
Unemployment Insuran	510	Ending Fund Balance	264,375	264,375	-
Risk Management	511	Beginning Fund Balance	3,043,785	3,043,785	\$ -
Risk Management	511	Revenue	2,112,060	2,112,060	-
Risk Management	511	Expenditures	3,902,100	3,902,100	-
Risk Management	511	Ending Fund Balance	1,253,745	1,253,745	-
Medical Insurance	512	Beginning Fund Balance	2,842,535	2,842,535	\$ -
Medical Insurance	512	Revenue	14,588,946	14,588,946	-
Medical Insurance	512	Expenditures	16,158,594	16,158,594	-
Medical Insurance	512	Ending Fund Balance	1,272,887	1,272,887	-
Net Increase/(Decrease)				\$ (2,219,843)	Sum of Ending Fund changes

**CITY OF MARYSVILLE
MANAGEMENT PAY GRID 2025**

3.5% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 87,268 \$ 41.96	\$ 89,893 \$ 43.22	\$ 92,565 \$ 44.51	\$ 95,337 \$ 45.84	\$ 98,234 \$ 47.23	\$ 101,154 \$ 48.63	\$ 104,199 \$ 50.09	\$ 106,822 \$ 51.36	\$ 109,470 \$ 52.63	Annual Hourly
M113	Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 95,115 \$ 45.73	\$ 97,961 \$ 47.09	\$ 100,932 \$ 48.52	\$ 103,926 \$ 49.96	\$ 107,069 \$ 51.47	\$ 110,288 \$ 53.02	\$ 113,580 \$ 54.61	\$ 116,425 \$ 55.97	\$ 119,322 \$ 57.37	Annual Hourly
M114	HR Business Partner Senior Financial Analyst Management Analyst Prosecutor I	\$ 102,119 \$ 49.10	\$ 105,189 \$ 50.57	\$ 108,356 \$ 52.09	\$ 111,573 \$ 53.64	\$ 114,941 \$ 55.26	\$ 118,381 \$ 56.91	\$ 121,970 \$ 58.64	\$ 124,990 \$ 60.09	\$ 128,107 \$ 61.59	Annual Hourly
M115	Administrative Services Supervisor Fleet and Facilities Supervisor IT Services Supervisor Assistant Court Administrator	\$ 109,297 \$ 52.55	\$ 112,541 \$ 54.11	\$ 115,930 \$ 55.73	\$ 119,419 \$ 57.41	\$ 123,010 \$ 59.14	\$ 126,697 \$ 60.91	\$ 130,509 \$ 62.74	\$ 133,726 \$ 64.29	\$ 137,066 \$ 65.90	Annual Hourly
M116	Parks Maintenance Supervisor Prosecutor II Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Quality Supervisor Water Resource Supervisor Safety Manager Legal Services Manager Emergency Preparedness Manager GIS Manager Principal Planner IT Analyst Supervisor	\$ 116,946 \$ 56.22	\$ 120,435 \$ 57.90	\$ 124,048 \$ 59.64	\$ 127,761 \$ 61.43	\$ 131,598 \$ 63.27	\$ 135,557 \$ 65.17	\$ 139,617 \$ 67.12	\$ 143,105 \$ 68.80	\$ 146,670 \$ 70.51	Annual Hourly
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer IT Operations Supervisor Human Resources Program Manager Communications Manager	\$ 122,760 \$ 59.02	\$ 126,450 \$ 60.80	\$ 130,236 \$ 62.62	\$ 134,146 \$ 64.49	\$ 138,207 \$ 66.45	\$ 142,315 \$ 68.42	\$ 146,595 \$ 70.48	\$ 150,259 \$ 72.24	\$ 154,021 \$ 74.04	Annual Hourly
M118	Senior Project Manager Public Works Services Manager Traffic Engineering Manager	\$ 128,925 \$ 61.99	\$ 132,760 \$ 63.83	\$ 136,746 \$ 65.74	\$ 140,854 \$ 67.72	\$ 145,111 \$ 69.77	\$ 149,443 \$ 71.85	\$ 153,922 \$ 74.00	\$ 157,783 \$ 75.86	\$ 161,720 \$ 77.75	Annual Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation and Parks Maintenance Manager Court Administrator Lead Prosecutor Development Services Manager Capital Engineering Manager	\$ 135,359 \$ 65.08	\$ 139,418 \$ 67.03	\$ 143,602 \$ 69.03	\$ 147,908 \$ 71.10	\$ 152,338 \$ 73.24	\$ 156,918 \$ 75.44	\$ 161,619 \$ 77.70	\$ 165,655 \$ 79.64	\$ 169,811 \$ 81.64	Annual Hourly
M120	Economic Development Manager	\$ 142,116 \$ 68.32	\$ 146,373 \$ 70.37	\$ 150,754 \$ 72.48	\$ 155,308 \$ 74.66	\$ 159,962 \$ 76.90	\$ 164,764 \$ 79.21	\$ 169,712 \$ 81.59	\$ 173,945 \$ 83.63	\$ 178,299 \$ 85.72	Annual Hourly
M121	No Position	\$ 149,244 \$ 71.76	\$ 153,724 \$ 73.91	\$ 158,302 \$ 76.10	\$ 163,055 \$ 78.39	\$ 167,955 \$ 80.75	\$ 173,004 \$ 83.17	\$ 178,203 \$ 85.68	\$ 182,632 \$ 87.80	\$ 187,186 \$ 89.99	Annual Hourly
M122	Assistant Public Works Director/City Engineer Deputy City Attorney	\$ 156,694 \$ 75.34	\$ 161,372 \$ 77.58	\$ 166,223 \$ 79.91	\$ 171,248 \$ 82.33	\$ 176,371 \$ 84.80	\$ 181,643 \$ 87.33	\$ 187,089 \$ 89.94	\$ 191,790 \$ 92.21	\$ 196,567 \$ 94.51	Annual Hourly
M123	Assistant Police Chief	\$ 172,361 \$ 82.86	\$ 177,533 \$ 85.36	\$ 182,856 \$ 87.91	\$ 188,349 \$ 90.55	\$ 193,967 \$ 93.25	\$ 199,809 \$ 96.06	\$ 205,799 \$ 98.95	\$ 210,946 \$ 101.42	\$ 216,219 \$ 103.96	Annual Hourly
M124	Community Development Director Parks Director IS Director HR Director Assistant Police Chief	\$ 184,645 \$ 88.77	\$ 190,184 \$ 91.43	\$ 195,890 \$ 94.18	\$ 201,767 \$ 97.00	\$ 207,820 \$ 99.91	\$ 214,054 \$ 102.91	\$ 220,476 \$ 106.00	\$ 225,988 \$ 108.65	\$ 231,637 \$ 111.37	Annual Hourly
M125	Finance Director	\$ 193,879 \$ 93.21	\$ 199,696 \$ 96.01	\$ 205,687 \$ 98.89	\$ 211,857 \$ 101.85	\$ 218,213 \$ 104.91	\$ 224,759 \$ 108.06	\$ 231,502 \$ 111.30	\$ 237,290 \$ 114.08	\$ 243,222 \$ 116.93	Annual Hourly
M126	Police Chief City Attorney Public Works Director	\$ 203,586 \$ 97.88	\$ 209,693 \$ 100.81	\$ 215,984 \$ 103.84	\$ 222,463 \$ 106.95	\$ 229,137 \$ 110.16	\$ 236,011 \$ 113.47	\$ 243,092 \$ 116.87	\$ 249,169 \$ 119.79	\$ 255,399 \$ 122.79	Annual Hourly
M130	City Administrator	\$ 220,033 \$ 105.78	\$ 226,634 \$ 108.96	\$ 233,433 \$ 112.23	\$ 240,436 \$ 115.59	\$ 247,649 \$ 119.06	\$ 255,078 \$ 122.63	\$ 262,731 \$ 126.31	\$ 269,299 \$ 129.47	\$ 276,031 \$ 132.71	Annual Hourly

NON REPRESENTED PAY GRID 2025

3.5% Increase											
PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	Human Resource Assistant	\$ 76,948	\$ 79,250	\$ 81,627	\$ 84,076	\$ 86,601	\$ 89,200	\$ 91,873	\$ 94,176	\$ 96,527	Annual Hourly
	Planning Technician	36.99	38.10	39.25	40.42	41.64	42.88	44.17	45.28	46.41	
	Confidential Legal Assistant										
	Computer Technician										
	Victim/Witness Coordinator										
N111	Community Support Aide										Annual Hourly
	Deputy City Clerk	\$ 81,552	\$ 84,028	\$ 86,527	\$ 89,126	\$ 91,799	\$ 94,521	\$ 97,392	\$ 99,816	\$ 102,318	
	Communications/Marketing Specialist	\$ 39.21	\$ 40.40	\$ 41.60	\$ 42.85	\$ 44.13	\$ 45.45	\$ 46.82	\$ 47.99	\$ 49.19	
N112	Confidential Admin Specialist										Annual Hourly
	Code Enforcement Officer	\$ 87,268	\$ 89,893	\$ 92,565	\$ 95,337	\$ 98,234	\$ 101,154	\$ 104,199	\$ 106,822	\$ 109,470	
	Confidential Admin Associate	41.96	43.22	44.51	45.84	47.23	48.63	50.09	51.36	52.63	
	Development Services Technician										
	Engineering Coordinator										
	GIS Technician										
	Inspector I - Building										
	Inspector I - Construction										
	Planning Assistant										
	Surface Water Specialist										
	Surface Water Inspector										
	Community Intervention Specialist I										
	Emergency Preparedness Specialist										
	Volunteer & Community Event Coordinator										
	Probation Officer										
N113	Associate Planner	\$ 95,115	\$ 97,961	\$ 100,908	\$ 103,926	\$ 107,045	\$ 110,288	\$ 113,580	\$ 116,425	\$ 119,322	Annual Hourly
	I.S. Analyst	\$ 45.73	\$ 47.09	\$ 48.52	\$ 49.96	\$ 51.47	\$ 53.02	\$ 54.61	\$ 55.97	\$ 57.37	
	Engineering Technician										
	Financial Analyst										
	GIS Analyst										
	Human Resource Specialist										
	Inspector II - Building										
	Inspector II - Construction										
	Executive Services Coordinator										
	NPDES Coordinator										
	Senior Communications Specialist/PIO										
	Community Intervention Specialist II										
N114	Crime & Intelligence Analyst	\$ 102,119	\$ 105,189	\$ 108,356	\$ 111,573	\$ 114,941	\$ 118,381	\$ 121,970	\$ 124,990	\$ 128,107	Annual Hourly
	Electronic Control Systems Administrator	\$ 49.10	\$ 50.57	\$ 52.09	\$ 53.64	\$ 55.26	\$ 56.91	\$ 58.64	\$ 60.09	\$ 61.59	
	Inspector III - Combo										
	Inspector III - Electrical Planner										
N115	Assistant Building Official	\$ 109,297	\$ 112,541	\$ 115,930	\$ 119,419	\$ 123,010	\$ 126,697	\$ 130,509	\$ 133,726	\$ 137,066	Annual Hourly
	Civil Plan Review	\$ 52.55	\$ 54.11	\$ 55.73	\$ 57.41	\$ 59.14	\$ 60.91	\$ 62.74	\$ 64.29	\$ 65.90	
	Project Engineer										
	Senior Planner										
	Associate Traffic Engineer										
N116	City Clerk										Annual Hourly
	IS System Administrator	\$ 116,946	\$ 120,435	\$ 124,048	\$ 127,761	\$ 131,598	\$ 135,557	\$ 139,617	\$ 143,105	\$ 146,670	
	Risk and Program Manager	\$ 56.22	\$ 57.90	\$ 59.64	\$ 61.43	\$ 63.27	\$ 65.17	\$ 67.12	\$ 68.80	\$ 70.51	

MPMA - COMMANDER PAY GRID 2025

5.0% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	
Police Commander	\$ 168,141	\$ 175,287	\$ 182,736	\$ 190,503	\$ 198,818	Annual
	\$ 80.84	\$ 84.27	\$ 87.85	\$ 91.59	\$ 95.59	Hourly

MPOA - (OFFICERS & SERGEANTS)						
January 1, 2025 Through December 31, 2025						
3% increase						
Monthly						
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	7,089					
Police Officers	7,878	8,178	8,472	8,934	9,448	9,823
Police Corporal		10,707				
Police Sergeant	11,108	11,591				

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)							
January 1, 2025 - December 31, 2025							
3% increase							
Monthly							
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,754	5,988	6,234	6,489	6,756	7,033	7,306
Custody Sergeant	8,597	8,803					
Custody Corporal	7,676	7,860					
Custody Officer	5,897	6,149	6,365	6,588	6,847	7,134	7,346

Teamsters Pay Grid 2025										
3.5% Increase										
2024 Classifications	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Custodian	U20	\$52,666	\$54,246	\$55,873	\$57,550	\$59,277	\$61,055	\$62,580	\$64,145	Annual
Maintenance Assistant		\$25.32	\$26.08	\$26.86	\$27.67	\$28.49	\$29.35	\$30.09	\$30.84	Hourly
Customer Service Representative	U25	\$63,200	\$65,095	\$67,048	\$69,059	\$71,131	\$73,266	\$75,098	\$76,975	Annual
Parks Maintenance Tech I		\$30.39	\$31.30	\$32.23	\$33.20	\$34.20	\$35.22	\$36.10	\$37.01	Hourly
Streets Maintenance Tech I										
Custodian Lead										
Accounting Tech - AP	U30	\$66,991	\$69,001	\$71,071	\$73,203	\$75,400	\$77,661	\$79,603	\$81,593	Annual
Accounting Tech - Utility Billing		\$32.21	\$33.17	\$34.17	\$35.19	\$36.25	\$37.33	\$38.27	\$39.23	Hourly
CD Program Specialist										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Operator in Training										
Judicial Process Specialist	U35	\$72,351	\$74,522	\$76,758	\$79,060	\$81,432	\$83,874	\$85,971	\$88,120	Annual
Meter Technician		\$34.79	\$35.83	\$36.90	\$38.01	\$39.15	\$40.32	\$41.33	\$42.36	Hourly
Parks Administrative Associate										
Police Records Tech										
Police Public Disclosure Specialist										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Evidence Specialist	U40	\$76,692	\$78,992	\$81,362	\$83,804	\$86,317	\$88,908	\$91,130	\$93,408	Annual
Parks Administrative Specialist		\$36.87	\$37.97	\$39.11	\$40.29	\$41.50	\$42.75	\$43.81	\$44.91	Hourly
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$80,526	\$82,942	\$85,431	\$87,993	\$90,633	\$93,352	\$95,686	\$98,078	Annual
Parks Maintenance Lead I		\$38.72	\$39.88	\$41.07	\$42.30	\$43.57	\$44.88	\$46.01	\$47.15	Hourly
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
WWTP Maintenance Tech II										
WWTP Operator I										
Facilities Maintenance Journeyman	U50	\$86,163	\$88,748	\$91,411	\$94,153	\$96,977	\$99,887	\$102,384	\$104,943	Annual
Industrial Waste/Pretreatment Technician		\$41.42	\$42.66	\$43.95	\$45.27	\$46.63	\$48.02	\$49.22	\$50.46	Hourly
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
Parks Maintenance Lead II										
Construction Lead I										
Water Operator										
WWTP Operator II										
WWTP Maintenance Lead I										
Cross Connection Control Specialist										
Mechanic Lead II	U55	\$92,195	\$94,960	\$97,810	\$100,744	\$103,766	\$106,878	\$109,551	\$112,289	Annual
Senior Traffic Control Systems Tech		\$44.33	\$45.65	\$47.02	\$48.44	\$49.89	\$51.39	\$52.67	\$53.99	Hourly
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
Utility Electrician										
WWTP Operator III										
Senior Utility Electrician	U60	\$98,648	\$101,607	\$104,656	\$107,796	\$111,030	\$114,360	\$117,220	\$120,150	Annual
WWTP Maintenance Lead II		\$47.43	\$48.85	\$50.31	\$51.82	\$53.37	\$54.99	\$56.36	\$57.77	Hourly
WWTP Operations Lead										



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

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

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** Authorizing Investment of City of Marysville Monies in the Local Government Investment Pool (LGIP)*

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No. _____.

SUMMARY: This Resolution is to update the authorized individual to deposit and make withdrawals of funds from the Local Government Investment Pool, currently named as Sandy Langdon, on Resolution 2357 to the title of Finance Director.

ATTACHMENTS:
[LGIP_Resolution_2025.pdf](#)

RESOLUTION AUTHORIZING INVESTMENT
OF CITY OF MARYSVILLE MONIES IN THE
LOCAL GOVERNMENT INVESTMENT POOL

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Marysville, the “governmental entity”, to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City of Marysville, the “governing body” or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Authorization Form (Form) as completed by Finance Director and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates Finance Director (title), the “authorized individual” to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual’s instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual’s delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED AND ADOPTED by the City Council of the _City of Marysville State of Washington on this _____ day of _____ 20____.

CITY CLERK

CITY ATTORNEY

MAYOR



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Teri Lester, Human Resources

ITEM TYPE: Action Item

AGENDA SECTION: **New Business**

SUBJECT: Administrative Service Contract between Premera Blue Cross and the City of Marysville*

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Premera Blue Cross Administrative Service Contract.

SUMMARY: Premera Blue Cross continued as the City's self-insured claims administrator effective January 1, 2025.

WHEREAS, the City of Marysville has established an employee benefit plan which provides for payment of certain welfare benefits to and for certain eligible individuals as defined in writing by the City, and,

WHEREAS, the City of Marysville has chosen to self-insure the benefit program(s) provided under the Plan; and

WHEREAS, the City of Marysville desires to engage the services of Premera Blue Cross as the Claims Administrator to provide administrative services for the Plan.

ATTACHMENTS:
[2025-01 City of Marysville ASC Amendment 2.pdf](#)
[Premera Original Contract.pdf](#)

**AMENDMENT 2 TO ADMINISTRATIVE SERVICE CONTRACT
BETWEEN
PREMERA BLUE CROSS
AND
CITY OF MARYSVILLE**

The Administrative Service Contract ("Contract") between the group named above (the "Plan Sponsor") and Premera Blue Cross (the "Claims Administrator") was issued January 1, 2024.

The Contract was later updated by the amendment or amendments listed below:

Amendment 1 from January 1, 2024 to December 31, 2024

This Amendment shall further revise and extend the Contract for the period from January 1, 2025 through December 31, 2025 (the "Contract Period"). The changes to the Contract for the new Contract Period shown below shall take effect on January 1, 2025.

The changes are:

Section 6: AUDIT

This section is hereby amended to define separate turnaround times for pharmacy audits and medical audits and further clarifying the audit process by uniquely defining the audit notice period and the claims sample period. The new language reads as follows:

Not more than once in every 12 consecutive months, unless the parties agree that an additional audit is needed to address a specific issue or is required by law, the Claims Administrator shall allow an authorized agent of the Plan Sponsor to inspect or audit all records and files maintained by the Claims Administrator which are directly pertinent to the administration of the Plan and which relate to a random, statistically valid number of claims for the current or most recently ended contract period. All audits shall be subject to the Claims Administrator's audit policies and procedures then in effect.

Audit Notice Period Upon written notice from the Plan Sponsor or an authorized agent of the Plan Sponsor, including a detailed scope document, the Claims Administrator will have (30) days to respond for medical audits and (60) days to respond for pharmacy audits. Documents shall be made available at the administrative office of the Claims Administrator during normal business hours.

Claims Sample Period Upon receipt of a random, statistically valid claims sample from the Plan Sponsor or an authorized agent of the Plan Sponsor, the Claims Administrator will have (30) days to respond for medical claims samples and (65) days to respond for pharmacy claims samples. Documents shall be made available at the administrative office of the Claims Administrator during normal business hours.

Fees Plan Sponsor shall be liable for any and all fees charged by the auditor. To the extent that the Plan Sponsor requests data and reports that are beyond the scope of the Claim Administrator's audit policies and procedures, the Plan Sponsor shall reimburse the Claims Administrator for the additional administrative costs incurred in producing such data and reports. Any agent or auditor who has access to the records and files maintained by the Claims Administrator shall agree not to disclose any proprietary or confidential information used in the business of the Claims Administrator.

Section 7: TERM OF CONTRACT

Subsection 7.1. Contract Period is amended to remove the last paragraph to eliminate redundancy to subsection 10.9. Contract Amendments. It now reads: The term of this Contract shall be the Contract Period shown on the face page of this Contract. If the Plan Sponsor and the Claim Administrator agree to extend the Contract for another contract period by means of an amendment, the term of this Contract shall be the Contract Period shown on the amendment.

Except as stated otherwise in this section, subsection 7.2 , and section 10.9, the terms and conditions of this Contract and the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator" are established for the Contract Period. Mid-year benefit or administrative changes (other than those in 7.2.a.6.) require thirty (30) days advance written notice and the advance approval of the Claims Administrator.

Section 10: OTHER PROVISIONS

Subsection 10.7 Survival is amended to add 10.7.d to clarify Plan Sponsor's obligation to reimburse fees related to the Federal No Surprises Act IDR process. The new subsection reads:

- d. The Plan Sponsor's obligation to reimburse fees charged by the Claims Administrator as set forth in "Attachment D – Fees of the Claims Administrator, Federal No Surprises Act Independent Resolution (IDR) Process" for each independent claims resolution as defined by federal law. This obligation applies to any and all claim(s) processed during both the contract period as set forth in section 7.1 and the claims runout period as set forth in section 8.7 that are arbitrated through the federal IDR process.

Subsection 10.9 Contract Amendments is amended to add the last sentence that previously resided in subsection 7.1 Contract Period. It now reads: This Contract shall be modified by Claims Administrator at any time by changes to federal or state law as of the implementation date of the law or regulation. If there is any inconsistency between this contract or any state or federal law, the law shall govern.

This Contract may also be modified on an annual basis to reflect any necessary updates to the Claims Administrator's business practices applicable to this Contract.

ATTACHMENT B – CENSUS INFORMATION

Census Information is revised as shown in the updated Attachment B below and is hereby made a part of the Contract.

ATTACHMENT D – FEES OF THE CLAIMS ADMINISTRATOR

Administrative Fees: Administrative Fees are revised as shown in the updated Attachment D below and are hereby made a part of the Contract.

ATTACHMENT F – CARECOMPASS360°

Appendix 2 - Personal Health Support Services: Active Engagement has been updated to show two (2) two-way conversations required to meet the definition of actively engaged. The sentence "No charges are made for a month in which there is no active engagement" has been updated to read as follows:

No charges are made for a month in which there are no two-way conversations about the member's health goals with a member or their designee.

All other provisions of the Contract remain unchanged. This amendment forms a part of your Contract. Please keep the amendment with your Contract.

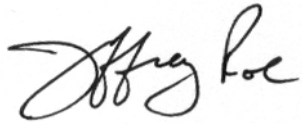
CITY OF MARYSVILLE

BY: _____ DATE: _____

Title

ADDRESS: _____

PREMERA BLUE CROSS

BY:  DATE: January 1, 2025

Jeffrey Roe
President and Chief Executive Officer

P.O. Box 327
Seattle, WA 98111-0327

ATTACHMENT B – CENSUS INFORMATION

Administration Fees, effective January 1, 2025, are based on the following:

Number of Active and Retired Members:		773
	Employee	Dependents
Medical/Rx	306	467

Number of COBRA Members:		8
	Employee	Dependents
Medical/Rx	6	2

**ATTACHMENT D
to the Administrative Service Contract
between**

**PREMERA BLUE CROSS
and
City of Marysville
Group Number: 4018895
Effective: 1/1/2025 through 12/31/2025**

Pursuant to the Administrative Service Contract, the Plan Sponsor shall pay the Claims Administrator the fees, as set forth below, for administrative services.

Grace Period:

30 Days

Administration Fees:

\$60.26 per employee per month

Administration Fee Breakdown:

Administration Fee (Medical/Rx)	\$59.49
Enhanced Controlled Substance Utilization	\$0.12
Telemedicine - General Medical and Mental Health (Virtual Care Only)	\$0.65
Total	<u>\$60.26</u>

Claims Runout Processing Fee:

The charge for processing runout claims is an amount equal to the active administration fee at the time of termination, times the average number of subscribers for the 3-month period preceding the termination date, times two.

BlueCard Fee Amount:

BlueCard Fees are tracked and billed monthly in addition to claims expense.

ADMINISTRATIVE SERVICE CONTRACT
BETWEEN
PREMERA BLUE CROSS
AND
CITY OF MARYSVILLE

EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024
(THE "CONTRACT PERIOD")

This Contract is effective by and between the group named above (hereinafter referred to as the "Plan Sponsor"), and Premera Blue Cross (hereinafter referred to as the "Claims Administrator" or "we," "us," or "our").

WHEREAS, the Plan Sponsor has established an employee benefit plan (hereinafter referred to as the "Plan") which provides for payment of certain welfare benefits to and for certain eligible individuals as defined in writing by the Plan Sponsor, such individuals being hereinafter referred to as "Members"; and,

WHEREAS, the Plan Sponsor has chosen to self-insure the benefit program(s) provided under the Plan; and

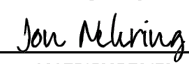
WHEREAS, the Plan Sponsor desires to engage the services of the Claims Administrator to provide administrative services for the Plan;

NOW THEREFORE, in consideration of the mutual covenants and conditions as contained herein the parties hereto agree to the provisions in this Contract, including any Attachments and endorsements thereto. The parties below have signed as duly authorized officers and have hereby executed this Contract.

IN WITNESS WHEREOF the parties hereto sign their names as duly authorized officers and have executed this Contract.

City of Marysville

BY:

DocuSigned by:

A8AE51528DE9478...

DATE:

4/9/2024

Mayor

Title

ADDRESS:

501 Delta Ave

Marysville, WA 98270

Premera Blue Cross

BY:



DATE: January 1, 2024

Jeffrey Roe
President and Chief Executive Officer

P.O. Box 327
Seattle, WA 98111-0327

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1. DEFINITIONS

Adverse Benefit Determination Any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including payment that is based on a determination of the eligibility of a Member to participate in the Plan. This includes any denials, reductions, or failures to provide or make payment resulting from the application of utilization review or limitations on experimental and investigational services, medical or dental necessity, or appropriateness of care. It also includes a decision to rescind a Member's coverage unless the rescission is due to nonpayment of subscription charges.

Affordable Care Act The Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152).

Allowed Amount The Plan provides benefits based on the Allowed Amount for covered services. The Plan Sponsor's liability for covered services is calculated on the basis of the Allowed Amount.

The Claims Administrator reserves the right to determine the amount allowed for any given service or supply unless specified otherwise in this Contract. The Allowed Amount is described below. There are different rules for dialysis, emergency care services, and air ambulance services. These rules are shown below the general rules.

a. General Rules

1. Providers In Washington and Alaska Who Have Agreements With the Claims Administrator

For any given service or supply, the amount these providers have agreed to accept as payment in full pursuant to the applicable agreement between the Claims Administrator and the provider.

2. Providers Outside The Service Area Who Have Agreements With Other Blue Cross Blue Shield Licensees

For covered services and supplies received outside the Service Area, Allowed Amounts are determined as stated in "Attachment A – Out-of-Area Services."

3. Providers Who Don't Have Agreements With The Claims Administrator Or Another Blue Cross Blue Shield Licensee

The Allowed Amount for providers in the Service Area that don't have a contract with the Claims Administrator is the least of the three (3) amounts shown below. The Allowed Amount for providers outside the Service Area that don't have a contract with the Claims Administrator or the local Blue Cross and/or Blue Shield Licensee is also the least of the three (3) amounts shown below.

An amount that is no less than the lowest amount the Plan pays for the same or similar service from a comparable provider that has a contracting agreement with the Claims Administrator

- 125 percent of the amount allowed by Medicare, if available
- The provider's billed charges. Note: Ambulances are always paid based on billed charges.
- If applicable law requires a different Allowed Amount than the least of the three (3) amounts above, this Plan will comply with that law.

b. Dialysis Due To End Stage Renal Disease

1. Providers Who Have Agreements With the Claims Administrator Or Other Blue Cross Blue Shield Licensees

For any given service or supply, the amount these providers have agreed to accept as payment in full pursuant to the applicable agreement between the Claims Administrator and the provider.

2. Providers Who Don't Have Agreements With the Claims Administrator Or Another Blue Cross Blue Shield Licensee

The amount the Plan allows for dialysis during Medicare's waiting period will be no less than 125 percent of the amount allowed by Medicare and no more than 90 percent of billed charges.

The amount the Plan allows for dialysis after Medicare's waiting period is 125 percent of the Medicare-approved amount, even when a Member who is eligible for Medicare does not enroll in Medicare.

c. Emergency Care

As applicable law requires, for specified covered services received from Non-Contracted Providers or Out-of-Network Providers at facilities that have a Contract with the Claims Administrator or the local Blue Cross and/or Blue Shield Licensee, the cost-sharing for these services shall be the same as if the services were provided by an In-Network Provider.

Note: Non-contracted ground ambulances are always paid based on billed charges.

Consistent with applicable laws, Members are not responsible for charges received from Non-Contracted Providers above the Allowed Amount in addition to any deductible, copays or coinsurance that may apply.

d. Air Ambulance

Consistent with the requirements of the Federal No Surprises Act, the cost-sharing for out of network air ambulance services shall be the same as if the services were provided by an In-Network Provider. The cost sharing amount shall be counted towards the in-network deductible, if any, and any in-network out of pocket maximum amount. Cost-sharing shall be based upon the lesser of the qualifying payment amount (as defined under the Federal No Surprises Act) or the billed amount.

Claims Administrator Premiera Blue Cross.

Contract Period The period shown on the face page of this Contract. The Contract Period begins at 12:01 a.m. on the starting date shown on the face page and ends at midnight on the ending date shown on the face page.

Effective Date The date this Contract takes effect (the first day of the Contract Period). The Effective Date is shown on the face page of this Contract.

Medically Necessary Those covered services and supplies that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- In accordance with generally accepted standards of medical practice;
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
- Not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

Member A Subscriber or dependent who is eligible for coverage as stated in the Plan and who is enrolled as required in the Plan.

In-Network Provider A provider that is in one of the provider networks chosen by the Plan Sponsor for the Plan.

Non-Contracted Provider A provider that does not have a network provider contract with the Claims Administrator or, for out-of-area providers, with the local Blue Cross and/or Blue Shield Licensee.

Out-Of-Network Provider A provider that is not in one of the provider networks chosen by the Plan Sponsor for the Plan.

Non-Grandfathered Health Plan A Plan benefit package that does not meet the requirements to be a grandfathered health plan set forth in the federal Affordable Care Act regulations. If the Plan consists of more than one (1) benefit package, the federal regulations on non-grandfathered plan status apply separately to each benefit package.

PEPM "Per employee per month."

Plan The employee benefit plan established and maintained by the Plan Sponsor that is being administered under this Contract. The Plan may consist of one (1) or more benefit packages.

Plan Sponsor City of Marysville.

Program Manager Certain vendors of Claims Administrator that provide certain of the administrative services. Claims Administrator arranges for the provision of services by Program Managers, as described in Attachments and Appendixes hereto, as well as other services which may include, based on your selections, provider quality performance information, supplemental networks, and outcomes-driven drug utilization review and medical drug rebate programs.

Service Area The area in which the Claims administrator directly operates a provider network. This area is made up of the states of Washington (except Clark County) and Alaska

Subscriber A person who is eligible for coverage under the Plan by virtue of an employee-employer relationship or other relationship between the person and the Plan Sponsor, and who is enrolled as required in the Plan.

2. DUTIES AND RESPONSIBILITIES OF THE PLAN SPONSOR

2.1. Documentation

The Plan Sponsor shall provide the Claims Administrator with a copy of any documents describing the benefit program(s) that the Claims Administrator needs to rely upon in performing its responsibilities under this Contract.

2.2. Plan Sponsor's Fiduciary Authority

The Plan Sponsor shall have final discretionary authority to determine the benefit provisions and to construe and interpret the terms of the Plan.

The Plan Sponsor shall have final discretionary authority to determine eligibility for benefits and the amount to be paid by the Plan.

2.3. Defense of the Plan

Except as stated in subsection 4.3, the Plan Sponsor shall be responsible for defending any legal action brought against the Plan, including a claim for benefits by or on behalf of any individual or entity, including but not limited to any Member or former Member, any fiduciary or other party. This responsibility includes the selection and payment of counsel. The Plan Sponsor shall not settle any legal action or claim without the prior consent of the Claims Administrator if the action or claim could result in the Claims Administrator being liable, including for example, any liability for contribution to or indemnification of the Plan Sponsor or other third party either directly or indirectly.

2.4. Administrative Duties

Unless specifically delegated to the Claims Administrator by this Contract, the Plan Sponsor shall be responsible for the proper administration of the Plan including the following:

- a. The Plan Sponsor shall provide the Claims Administrator a complete and accurate list of all individuals eligible for benefits under the benefit program(s) and to update those lists monthly. The Claims Administrator shall be entitled to rely on the most recent list until it receives documentation of any change thereto.

Retroactive enrollments shall be effective on the most recent of three (3) dates:

- The date the Member's coverage would have been validly in force
- The first day of the fifth full calendar month preceding the month in which the Claims Administrator receives the request for retroactive enrollment.
- If the plan is a high deductible health plan, the first day of the current calendar year

Retroactive terminations of coverage shall be effective on the most recent of two (2) dates:

- The date the Member's coverage would have been terminated, had notification been timely

- The first day of the fifth full calendar month preceding the month in which the Claims Administrator receives the request for retroactive termination.
- b. The Plan Sponsor shall distribute to all Members all appropriate and necessary materials and documents, including but not limited to benefit program booklets, summary plan descriptions, material modifications, enrollment applications and notices required by law or that are necessary for the operation of the Plan.
- c. The Plan Sponsor shall provide the Claims Administrator with any additional information necessary to perform its functions under this Contract as may be requested by the Claims Administrator from time to time.
- d. If the Plan Sponsor writes or revises its benefit booklet, the Claims Administrator must review and approve in advance the draft of the benefit booklet that is printed and distributed to Members.
The Plan Sponsor must also include BlueCard disclosure language approved by the Blue Cross Blue Shield Association in its booklet.
- e. In order to place calls to Members, the Claims Administrator may receive Member phone numbers provided by the Plan Sponsor or by a third party (such as a producer) on the Plan Sponsor's behalf. For the Claims Administrator and its affiliates to contact Members in accordance with telecommunication-related laws and regulations, the Plan Sponsor confirms the following with respect to Member phone numbers that the Plan Sponsor has provided or will provide to the Claims Administrator:
 - The Member provided his or her phone number on his or her Plan application, or otherwise provided or updated his or her phone number with the Plan Sponsor with the expectation that it will be provided to the Claims Administrator in connection with the Member's coverage under the Plan.
 - The Plan Sponsor only obtains phone numbers directly from the Member and not through a lookup service or other third party.
 - The Plan Sponsor retains contact information and will furnish that information to the Claims Administrator upon request in a timely manner.
 - Plan Sponsor does not agree that, nor grant permission for, the following personal data to be used by the Claims Administrator or Claims Administrator's vendors who provide a health plan benefit service for the purpose of sending directed notifications to members regarding programs and services included in their health plan benefits: member name, member address, member email and phone number.
- f. The Plan Sponsor has full ownership of the information, data, and other intellectual property developed or shared by the Plan Sponsor during the course of the contract.

2.5. Taxes, Assessments, And Fees

The Plan Sponsor shall be responsible for all taxes, assessments and fees levied by any local, state or federal authority in connection with the Claims Administrator's duties pursuant to this Contract.

2.6. Compliance With Law

- The Plan Sponsor shall be responsible for the Plan's continuing compliance with all applicable federal, state and local laws and regulations, as currently amended. These include but are not limited to:
 - The Internal Revenue Code of 1986, as amended
 - The Affordable Care Act.
 - The No Surprises Act, enacted as part of the Consolidated Appropriations Act, 2021
 - The Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA)
 - The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)
 - Law and regulations governing the treatment and benefits of Members covered by Medicare. These include, but are not limited to, the Medicare Secondary Payer law and regulations, the Medicare Prescription Improvement and Modernization Act of 2004 (MMA), and the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA).

As required by MMSEA, the Plan Sponsor agrees to provide us the following information:

- Employer Tax Identification Number (TIN/EIN);
- Social Security Numbers (SSNs) of all Members (employees and dependents); and
- Medicare Health Insurance Claim Numbers (HICNs) for all Medicare-entitled Members.

To comply with the Medicare Secondary Payer law and regulations, the Plan Sponsor also agrees to notify us promptly if the Plan Sponsor experiences a change in total employee count that would change the order of liability according to federal guidelines.

MMA requires groups that provide prescription drug coverage to Medicare eligible individuals to provide Medicare Part D Creditable Coverage Notices, and report creditable coverage status to the Center for Medicare and Medicaid Services (CMS).

The Plan Sponsor, and not the Claims Administrator, is the "plan administrator" and the "plan sponsor" for purposes of all federal laws that apply to the Plan Sponsor and impose duties or obligations on such entities. The Plan Sponsor shall be responsible for determining whether it is subject to COBRA and, if so, for notifying Members of their COBRA rights both initially and upon the occurrence of a qualifying event, for calculating and collecting premiums for COBRA continuation of coverage and for promptly notifying the Claims Administrator when an individual is no longer eligible for COBRA continuation of coverage. If the Plan Sponsor is subject to ERISA, the Plan Sponsor is responsible to prepare and maintain its ERISA plan document.

- The Plan Sponsor shall defend, indemnify and hold harmless Claims Administrator and its directors, officers, employees, and agents from and against any and all costs, liabilities, damages, claims, losses or expenses (including reasonable attorneys' fees) arising out of or connected to the Claims Administrator's administration of any benefit design authorized by the Plan Sponsor. The Plan Sponsor acknowledges its sole responsibility to test and design benefits compliant with all laws.
- If the Plan Sponsor is a governmental entity that elects to opt out of compliance with certain federal mandates as allowed by federal law, the Plan Sponsor is responsible to file its opt-out with federal regulators for each contract period and to notify Members of the opt-out in accordance with federal law and regulations then in effect. The Plan Sponsor agrees to hold the Claims Administrator and the Network harmless for any and all consequences arising from the Plan Sponsor's failure to file an opt-out as required by law for a given contract period, errors in the opt-out filing, or failure to notify a Member as required by federal law.

2.7. Appeals

If an adverse decision on a Member appeal results from the Plan's internal appeal process, the Plan shall offer the Member a review by an Independent Review Organization (IRO) as described in subsection 3.2.

2.8. Funding

The Plan Sponsor shall be solely liable for all benefits payable to Members under the Plan that are subject to this Contract. The Plan Sponsor agrees to the following:

- a. **Provision Of Funds** The Plan Sponsor shall maintain adequate funds from which the total cost of all claims and fees described herein for each preceding week will be paid to the Claims Administrator by electronic funds transfer (EFT). Funds must be provided within two (2) business days of notification by the Claims Administrator to a person designated by the Plan Sponsor.
- b. **Late Payments** If timely payment for the claims is not received by the Claims Administrator, the Plan Sponsor shall pay the Claims Administrator a daily late charge. This late charge is calculated from the first day following the period of two (2) business days stated above. This late charge is based on the average monthly prime rate posted by Claims Administrator's designated bank during the Contract Period, plus two (2) percent on the amount of the late payments for the number of days late. Late charges are due at the end of the Contract Period or, if earlier, upon termination of the Contract.
- c. **Notices** Notices required by this subsection and subsection 3.4 shall be by secure e-mail unless another method is agreed upon in writing by the Plan Sponsor and the Claims Administrator.

3. DUTIES AND RESPONSIBILITIES OF THE CLAIMS ADMINISTRATOR

3.1. Administrative Duties

The Claims Administrator agrees to perform the following administrative services for the Plan Sponsor. The Claims Administrator shall:

- a. assist in the preparation and printing of the benefit program booklets, identification cards, and other materials necessary for the operation of the Plan; and distribute identification cards to Members.
The Claims Administrator shall be responsible to include approved BlueCard program disclosure language in the booklets it prepares. If the Plan Sponsor prepares its own booklets, the Claims Administrator shall provide approved language to the Plan Sponsor for inclusion in the booklets;
- b. perform reasonable internal audits as stated in section 6 of this Contract;
- c. answer inquiries from the Plan Sponsor, Members, and service providers regarding the terms of the Plan, although final authority for construing the terms of the Plan's eligibility and benefit provisions is the Plan Sponsor's;
- d. prepare and provide the Plan Sponsor with reports of the operations of the Plan in accordance with "Attachment C – Reporting";
- e. coordinate with any stop-loss insurance carrier;
- f. when the plan makes use of one (1) or more of the Claims Administrator's provider networks, maintain a network of healthcare facilities and professionals as applicable to the plan design. Paid claims to such providers will reflect any applicable provider discounts;
- g. perform care facilitation services as identified in "Attachment F – Carecompass360°."
- h. manage the formulary chosen by the Plan Sponsor.
- i. **Pharmacy Benefit Program** For pharmacy benefit claims, Claims Administrator will pay Plan Sponsor a prescription drug rebate payment equal to a specific amount per paid brand-name prescription drug claim. The actual refund will be the specific amount less applicable Washington State B&O taxes. Prescription drug rebates Claims Administrator receives from its pharmacy benefit administrator in connection with Claims Administrator's overall pharmacy benefit utilization may be more or less than the Plan Sponsor's rebate payment. The Plan Sponsor's rebate payment shall be made to the Plan Sponsor on a calendar quarterly basis unless agreed upon otherwise.

The allowable charge for prescription drugs is higher than the price paid to the pharmacy benefit manager for those prescription drugs.

The parties hereby agree that the difference between the allowable charge for prescription drugs and the price paid to the pharmacy benefit manager, and the prescription drug payments received by Claims Administrator from its pharmacy benefit manager, constitutes our property, and not part of the compensation payable to Plan Sponsor under this Contract, and that Claims Administrator is entitled to retain and shall retain such amounts and may apply them to the cost of its operations and the pharmacy benefit.

Medical Benefit Drug Program The medical benefit drug program is separate from the pharmacy program. It includes claims for drugs delivered as part of medical services. For medical benefit drug claims, the Claims Administrator may contract with subcontractors that have rebate contracts with various manufacturers. Rebate subcontractors retain a portion of rebates collected as a rebate administration fee. The Claims Administrator retains a portion of the rebate. The Plan Sponsor's medical benefit drug rebate payment shall be made to the Plan Sponsor on an annual basis if the rebate is \$500 or more, less applicable Washington State B&O Taxes. If less than \$500, the Claims Administrator will retain the medical benefit drug rebate.

Notwithstanding the above as set forth in 3.1.i, if government action, changes in law or regulation, or actions by a pharmaceutical manufacturer result in adverse effects to the availability of rebates or to the

Claims Administrator's expectation of future rebate payments, the Claims Administrator shall have the right to update these terms.

The Claims Administrator, at its sole discretion, reserves the right to delegate some or all of its duties and responsibilities under this Contract to a third party.

- k. Solely as a convenience, Claims Administrator will make available the provider directory of in network healthcare providers as well as certain machine-readable files, and cost sharing information. Claims Administrator will file prescription drug data collection (RxDC) on the Plan Sponsor's behalf as it pertains to the Plan Sponsor's compliance requirements set forth below. Claims Administrator is not responsible for self-funded Plan Sponsor health plan compliance. Plan Sponsor is responsible for its self-funded health plan compliance and may choose to access and use the information provided as a convenience solely at its discretion to address compliance requirements pursuant to the Transparency Coverage rules set forth in 26 CFR 54.9815-2715A1 –2715A3; 29 CFR 2590.715-2715A1 –2715A3; 45 CFR 147.210 – 212; 26 CFR 54.9825-4T-6T and Federal No Surprises Billing Act set forth in 29 CFR 2590.716-1 to 29 CFR 2590.725-4; 45 CFR Part 149, as applicable; 26 CFR 54.9816-1T to 26 CFR 54.9831-1, as applicable. Claims Administrator will make available only the applicable data described above for the services provided to the Plan Sponsor under this contract and only the portion of that applicable data it currently has in its possession.

3.2. Appeals

- a. The Claims Administrator shall review and respond to the initial appeals made by Members of Adverse Benefit Determinations (see section 1) as described in the benefit booklet provided by the Claims Administrator for this Plan.

The Claims Administrator shall also provide a second review of adverse Member appeal decisions made after its initial review. This review will be conducted as described in the benefit booklet provided by the Claims Administrator for this Plan.

- b. If an adverse decision on a Member's appeal results from the Plan's internal appeal process, the Claims Administrator agrees to facilitate a review of the appeal by an Independent Review Organization (IRO) on behalf of the Plan Sponsor. The Claims Administrator will submit all required documentation regarding the appeal to the IRO and work with the IRO as needed to complete its review.

The external appeal process for Non-Grandfathered Plans will be offered and administered in accordance with the requirements of the Affordable Care Act.

The Plan Sponsor is responsible for all costs charged by the IRO to perform its review. If the Plan Sponsor chooses to share that cost with Members to the extent allowed under the Affordable Care Act, the Plan Sponsor is responsible to charge and collect any such fee from a Member.

3.3. Claims Processing

The Claims Administrator shall process all eligible claims incurred after the Effective Date of this Contract which are properly submitted in accordance with the procedures set forth in the Plan Sponsor's benefit booklet.

The Claims Administrator shall make reasonable efforts to determine that a claim is covered under the terms of the Plan as described in the benefit booklet, to apply the coordination of benefits provisions, and prepare and distribute benefit payments to Members and/or service providers. The Claims Administrator shall make reasonable efforts to identify and recover overpayments due to claim processing errors that were within its control, retroactive cancellations, or fraudulent billing practices. "Reasonable" for the purposes of this section shall be determined by the Claims Administrator.

3.4. Funding Support

The Claims Administrator shall follow the steps below to facilitate the Plan Sponsor's funding of its Plan.

- a. Claim payment checks will be issued on the Claims Administrator's check stock. However, as stated in subsection 2.8 above, the responsibility for funding benefits is the Plan Sponsor's and the Claims Administrator is not acting as an insurer.
- b. Each week, the Claims Administrator shall notify the Plan Sponsor of the amount due for the prior week's claims. Notice will be by secure e-mail unless another method is agreed upon in writing by the Claims Administrator and the Plan Sponsor.

3.5. Participation In Class Action Suits

The Plan Sponsor hereby delegates to the Claims Administrator the authority to participate on behalf of the Plan Sponsor, and at the Claims Administrator's sole discretion, in class action lawsuits or settlements regarding any services or supplies covered under the terms of the Plan. Examples of such services or supplies include prescription or specialty drugs or medical devices. Such participation shall be limited to those instances in which the Claims Administrator determines that it will submit a claim in the subject suit on behalf of its insured book of business. The Claims Administrator shall have no obligation to participate on behalf of the Plan Sponsor in any other lawsuit or settlement. The Claims Administrator will have no obligation to file claims on behalf of a Plan Sponsor with which the Claims Administrator does not have a contract at the time the claims for recovery are submitted.

The Plan Sponsor will recover the amount it is due under the terms of the settlement in question based upon the data submitted by the Claims Administrator. Any amounts recovered by the Claims Administrator hereunder shall be net of the Claims Administrator's fee as set forth below as well as fees paid to outside counsel in connection with the lawsuit and/or settlement.

For each class action lawsuit or settlement in which the Claims Administrator participates hereunder on the Plan Sponsor's behalf, the Plan Sponsor shall pay the Claims Administrator a fee representing a proportionate share of a fixed amount intending to compensate the Claims Administrator for its work in connection with pursuing recovery in these cases. The fixed amount is shown in "Attachment D – Fees Of The Claims Administrator." This fixed amount is subject to change on an annual basis with at least 60 days' advance notice to the Plan Sponsor. The amount of the Claims Administrator's fee payable by each Plan Sponsor shall be based on the proportion of the total amount recovered by the Claims Administrator on behalf of the Plan Sponsor compared to the amount recovered by Claims Administrator for all lines of business. The fee will be deducted from the amount of any recovery received on behalf of the Plan Sponsor and will in no event exceed the amount of such recovery.

Payment hereunder shall be made within 60 days of the Claims Administrator's receipt of the settlement funds.

The Claims Administrator shall have no obligation to forward settlement funds to any group hereunder if the amount due to the group is less than \$5.

The Plan Sponsor may elect to decline to participate in the Claims Administrator's recovery process related to class action lawsuits or settlements regarding any services or supplies covered under the Plan by providing the Claims Administrator written notice. Except as set forth below, in the event the Plan Sponsor opts out, the Claims Administrator shall have no further obligation whatsoever to the Plan Sponsor in connection with the recovery process. The Plan Sponsor may request that the Claims Administrator gather data necessary for the Plan Sponsor to submit its own claim. In any such case, the Plan Sponsor shall pay the amount shown in "Attachment D – Fees Of The Claims Administrator" for the data-gathering services. Additionally, the Plan Sponsor shall make any such request in writing a minimum of 30 days in advance of the claim filing deadline.

4. LIMITS OF THE CLAIMS ADMINISTRATOR'S RESPONSIBILITY

It is recognized and understood by the Plan Sponsor that the Claims Administrator is not an insurer and that the Claims Administrator's sole function is to provide claims administration services and the Claims Administrator shall have no liability for the funding of benefits.

The Claims Administrator is empowered to act on behalf of the Plan Sponsor in connection with the Plan only as expressly stated in this Contract or as mutually agreed to in writing by the Claims Administrator and the Plan Sponsor.

This Contract is between the Claims Administrator and the Plan Sponsor and does not create any legal relationship between the Claims Administrator and any Member or any other individual.

The Claims Administrator will not administer any benefit for services that is at risk of violating state or federal law is illegal under state or federal law.

4.1. Recoveries

If, during the course of an audit performed internally by the Claims Administrator as described in subsection 3.1.b. above or by the Plan Sponsor pursuant to section 6 below, any error is discovered, the Claims Administrator shall use reasonable efforts to recover any loss resulting from such error.

4.2. Independent Contractor

The Claims Administrator is an independent contractor with respect to the services being performed pursuant to this Contract and shall not for any purpose be deemed an employee of the Plan Sponsor.

4.3. Limits of Liability

It is recognized by the parties that errors may occur, and it is agreed that the Claims Administrator will not be held liable for such errors unless they resulted from its gross negligence or willful misconduct. The Plan Sponsor agrees to defend, indemnify and hold harmless the Claims Administrator from all claims, damages, liabilities, losses and expenses arising out of the Claims Administrator's performance of administration services under the terms of this Contract, so long as they did not arise out of the Claims Administrator's gross negligence or willful misconduct. In the event that Claims Administrator becomes aware of an inaccurately priced claim, Claims Administrator shall ensure that Plan Sponsor's funding obligation is limited to the accurate price of such claim.

5. FEES OF THE CLAIMS ADMINISTRATOR

5.1. Payment Time Limits

By the first of each month, The Plan Sponsor shall pay the Claims Administrator in accordance with the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator."

5.2. Late Payments

- a. If, for any reason whatsoever, the Plan Sponsor fails to make a timely payment required under this Contract by the thirtieth day of the month in which payment is due, the Claims Administrator may suspend performance of services to the Plan Sponsor, including processing and payment of claims, until such time as the Plan Sponsor makes the required payment, including interest as set forth in c. below.
- b. In the event of late payment, the Claims Administrator may terminate this Contract pursuant to subsection 8.5 below. Acceptance of late payments by the Claims Administrator shall not constitute a waiver of its right to cancel this Contract due to subsequent delinquent or nonpayment of fees.
- c. The Claims Administrator will charge interest to the Plan Sponsor on all payments received after the thirtieth day of the month in which they are due, including amounts paid to reinstate this Contract after termination pursuant to subsection 8.5 below, at the average prime rate posted by Claims Administrator's designated bank during the Contract Period plus two (2) percent on the amount of the late payments for the number of days late. Interest will be in addition to any other amounts payable under this Contract.

5.3. Customization Fees

The Plan Sponsor shall pay the Claims Administrator a "customization fee" when the Plan Sponsor requests either of the following:

- a. A plan benefit configuration that the Claims Administrator has not determined to be standard for the plan type. Customization fees for nonstandard plan benefits assessed at this Contract's Effective Date are listed in "Attachment D – Fees Of The Claims Administrator."
- b. An off-anniversary benefit change, regardless of whether the desired benefit is standard for the plan type. The customization fee for each off-anniversary change shall be \$5,000. Customization fees for off-anniversary changes shall be invoiced separately to the Plan Sponsor.

For purposes of customization fees, "benefits" include eligibility, termination, continuation, and benefit payment provisions, benefit terms, limitations, and exclusions, funding arrangement changes, and any other standard provisions of the Plan. Fees are computed based on current administrative costs to implement and administer the benefit.

Customization fees for custom benefits that take effect on the Effective Date shown on the face page of this Contract are due and payable prior to that Effective Date. Customization fees for off-anniversary benefit changes are due and payable prior to the effective date of the change.

6. AUDIT

Within thirty (30) days of written notice from the Plan Sponsor, the Claims Administrator shall allow an authorized agent of the Plan Sponsor to inspect or audit all records and files maintained by the Claims Administrator which are directly pertinent to the administration of the Plan and which relate to a random, statistically valid number of claims for the current or most recently ended contract period. Such documents shall be made available at the administrative office of the Claims Administrator during normal business hours. The Plan Sponsor may obtain such records electronically by contacting the Claims Administrator directly by telephone or email. The Plan Sponsor shall be liable for any and all fees charged by the auditor. All audits shall be subject to the Claims Administrator's audit policies and procedures then in effect. Audits will be requested no more than once in every 12 consecutive months, unless the parties agree that the additional audit is needed to address a specific issue or is required by law. To the extent that the Plan Sponsor requests data and reports that are beyond the scope of the Claim Administrator's audit policies and procedures, the Plan Sponsor shall reimburse the Claims Administrator for the additional administrative costs incurred in producing such data and reports. Any agent or auditor who has access to the records and files maintained by the Claims Administrator shall agree not to disclose any proprietary or confidential information used in the business of the Claims Administrator.

7. TERM OF CONTRACT

7.1. Contract Period

The term of this Contract shall be the Contract Period shown on the face page of this Contract. If the Plan Sponsor and the Claim Administrator agree to extend the Contract for another contract period by means of an amendment, the term of this Contract shall be the Contract Period shown on the amendment.

Except as stated otherwise in this section and in subsection 7.2 below, the terms and conditions of this Contract and the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator" are established for the Contract Period. Midyear benefit or administrative changes (other than those in 8.2.a.6.) require thirty (30) days advance written notice and the advance approval of the Claims Administrator.

The Claims Administrator reserves the right to amend this Contract at any time if needed to comply with applicable law or regulation and on an annual basis to reflect any necessary updates to Claims Administrator's business practices applicable to this contract.

7.2. Changes to Fees

The Plan Sponsor acknowledges that the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator" and the services provided for in this Contract are based upon the terms of the Plan and the enrollment as they exist on the Effective Date of this Contract.

- a. Any substantial changes, whether required by law or otherwise, in the terms and provisions of the Plan or in enrollment may require that the Claims Administrator incur additional expenses. The parties agree that any substantial change, as determined by the Claims Administrator after consultation with the Plan Sponsor, shall result in the alteration of the fee schedule, even if the alteration is during the Contract Period. The phrase "any substantial change" shall include, but not be limited to:
 1. a fluctuation of ten (10) percent or more in the number of Members as set forth on the census information included in "Attachment B – Census Information" which is herein incorporated by reference and made a part of this Contract;

2. the addition of benefit program(s) or any change in the terms of the Plan's eligibility rules, benefit provisions or record keeping rules that would increase administration costs by more than \$2,000;
 3. any change in claims administrative services, benefits or eligibility required by law;
 4. any change in administrative procedures from those in force at the inception of this Contract that is agreed upon by the parties;
 5. any additional services which the Claims Administrator undertakes to perform at the request of the Plan Sponsor which are not specified in this Contract such as the handling of mailings or preparation of statistical reports and surveys not specified in the Claims Administrator's standard Employer Group Reporting set.
 6. A change in the third-party administrator, if any, used by the Plan Sponsor with respect to the benefits provided under this Contract. The Plan Sponsor will provide the Claims Administrator no less than 120 days' advance written notice of any such change.
- b. The Claims Administrator may also adjust the fees during the Contract Period by giving thirty (30) days advance written notice to the Plan Sponsor or its agent, if the Plan Sponsor agrees with the Claims Administrator that the fees are based in whole or in part upon a mistake that materially impacts such fees.

8. TERMINATION

If this contract is terminated, the Plan Sponsor shall be liable for any payments and services rendered before the effective date of termination.

8.1. Termination With Notice

The Plan Sponsor may terminate this Contract at any time by giving the Claims Administrator thirty (30) days written notice.

8.2. Contract Period Expiration

This Contract will terminate on the last day of the Contract Period or the last day of any extension of the Contract Period granted by the Plan Sponsor.

8.3. Termination Due to Insolvency

Either party may terminate this Contract effective immediately by giving written notice to the other if a party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether foreign or domestic. A party is insolvent if it has ceased to pay its debts in the ordinary course of business; cannot pay its debts as they become due; or the sum of its debts is greater than the value of its property at a fair valuation.

8.4. Termination Due to Inability to Perform

If loss of services is caused by, or either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits because of natural disaster, action or decrees of governmental bodies or communication failure not the fault of the affected party, such loss or inability to perform shall not be deemed a breach. The party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice, the party whose performance has not been so affected may, as its sole remedy, terminate this Contract by written notice to the other party effective immediately. In the event of such termination, the Plan Sponsor shall remain liable to the Claims Administrator for all payments due, together with interest thereon as provided for in subsection 5.2.c. above.

8.5. Termination For Nonpayment

The Claims Administrator may, at its sole discretion, terminate this Contract effective as of a missed payment or payment of funds due date in the event that the Plan Sponsor fails to make a timely payment required under this Contract.

8.6. Plan Sponsor Liability Upon Termination

In the event this Contract is terminated, the Plan Sponsor shall remain liable to the Claims Administrator for all delinquent sums together with interest thereon as provided for in subsection 5.2.c. above.

At the expense of the Plan Sponsor, the Claims Administrator shall make available a record of deductibles and coinsurance levels for each Member and deliver this information to the Plan Sponsor or its authorized agent.

8.7. Claims Runout

The Plan Sponsor continues to be solely liable for claims received by the Claims Administrator after the Contract terminates. For the fifteen (15)-month period following termination of this Contract, the Claims Administrator shall continue to process eligible claims incurred prior to termination, or adjustments to claims incurred prior to termination, that the Claims Administrator receives no more than twelve (12) months after the date of termination at the claims runout processing fee rate set forth in "Attachment D – Fees Of The Claims Administrator."

The runout processing charge will be due in full with the first request for claims reimbursement made during the runout period.

If the Claims Administrator receives claims for Plan benefits more than twelve (12) months after the date this Contract terminates, Claims Administrator shall deny those claims. If the Plan Sponsor wants to negotiate a different arrangement, the Plan Sponsor must contact the Claims Administrator no later than the start of the fourteenth month after the date this Contract terminates.

This "Claims Runout" provision shall survive termination of this Contract.

9. DISCLOSURE

It is recognized and understood by the Plan Sponsor that the Claims Administrator is subject to all laws and regulations applicable to Claims Administrators and health care service contractors.

It is also recognized and understood by the Plan Sponsor that the Claims Administrator is not acting as an insurer and also is not providing stop-loss insurance.

10. OTHER PROVISIONS

10.1. Choice of Law

The validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the state of Washington, unless federal law applies. Any and all disputes concerning this Contract shall be resolved in King County Superior Court or federal court as appropriate.

10.2. Proprietary Information

The Claims Administrator reserves the right to, the control of, and the use of the words "Premera Blue Cross" and all symbols, trademarks and service marks existing or hereafter established. The Plan Sponsor shall not use such words, symbols, trademarks or service marks in advertising, promotional materials, materials supplied to Members or otherwise without the Claims Administrator's prior written consent which shall not be unreasonably withheld.

The Claims Administrator's provider reimbursement information is proprietary and confidential to the Claims Administrator and will not be disclosed to the Plan Sponsor unless and until a separate Confidentiality Agreement is executed by the parties. For the purposes of this section, "provider reimbursement information" means data containing, directly or indirectly (a) diagnostic, procedures or other code sets; and (b) allowed amount, paid amount or any other financial information for In-Network and Out-Of-Network hospitals, clinics, physicians, other

health care professionals, pharmacies and any other type of facility. Such data may or may not specifically identify providers. No other provision of this Contract or any other agreement or understanding between the parties shall supersede this provision.

10.3. Parties To The Contract

The Plan Sponsor hereby expressly acknowledges, on behalf of itself and all of its Members, its understanding that this Administrative Service Contract constitutes a Contract solely between the Plan Sponsor and the Claims Administrator, that the Claims Administrator is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association") permitting the Claims Administrator to use the Blue Cross Service Mark in the States of Washington and Alaska, and that the Claims Administrator is not contracting as the agent of the Association.

The Plan Sponsor further acknowledges and agrees that it has not entered into this Administrative Service Contract based upon representations by any person other than the Claims Administrator, and that no person, entity or organization other than the Claims Administrator shall be held accountable or liable to the Plan Sponsor for any of the Claims Administrator's obligations to the Plan Sponsor created under this Administrative Service Contract. This provision shall not create any additional obligations whatsoever on the Claims Administrator's part other than those obligations created under other provisions of this Administrative Service Contract.

10.4. Notice

Except for the notice given pursuant to the "Funding" subsection of Section 2, any notice required or permitted to be given by this Contract shall be in writing and shall be deemed delivered three (3) days after deposit in the United States mail, postage fully prepaid, return receipt requested, and addressed to the other party at the address as shown on the face page of this Contract or such other address provided in writing by the parties.

10.5. Entire Agreement

This Contract, including any appendices, amendments or attachments incorporated herein by reference, embodies the entire Contract and understanding of the parties and supersedes all prior oral and written communications between them. Only a writing signed by both parties hereto hereof may modify the terms.

10.6. Assignment

Neither party shall assign this Contract or any of its duties or responsibilities hereunder without the prior written approval of the other.

10.7. Survival

The following provisions shall survive the termination of this Contract:

- a. The funding of claims incurred prior to termination and processed during the runout period described in 8.7 Claims Runout. The funding provisions are described in subsections 2.8 and 3.4, and the payment of runout processing fees is described in subsection 8.7.
- b. The liability, hold harmless and indemnification provisions of subsection 4.3
- c. The Effect on Termination section in the Business Associate Agreement

10.8. Independent Contractors

All health care providers who provide services and supplies to a Member do so as independent contractors. None of the provisions of the plan or this Contract are intended to create, nor shall they be deemed or construed to create, any employment or agency relationship between the Claims Administrator and the provider of service other than that of independent contractors.

10.9. Contract Amendments

This contract shall be modified by Claims Administrator at any time by changes to federal or state law as of the implementation date of the law or regulation. If there is any inconsistency between this contract or any state or federal law, the law shall govern.

11. ATTACHMENTS TO THE ADMINISTRATIVE SERVICE CONTRACT

The following attach to and become part of the body of this Contract and they are herein incorporated by reference.

ATTACHMENT A – OUT-OF-AREA SERVICES

ATTACHMENT B – CENSUS INFORMATION

ATTACHMENT C – REPORTING

ATTACHMENT D – FEES OF THE CLAIMS ADMINISTRATOR

ATTACHMENT E – BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT F – CARECOMPASS360°

ATTACHMENT G – EXTENDED PAYMENT INTEGRITY SERVICES

ATTACHMENT H – PREMIER VALUE-BASED PROVIDER ARRANGEMENTS

ATTACHMENT I – SAVEONSP PROGRAM

ATTACHMENT A – OUT-OF-AREA SERVICES

As a Licensee of the Blue Cross and Blue Shield Association (BCBSA), the Claims Administrator has arrangements with other Blue Cross and/or Blue Shield Licensees ("Host Blues") for Members care outside the Service Area. These arrangements are called "Inter-Plan Arrangements." The Claims Administrator is required by BCBSA to disclose the information below about these Inter-Plan Arrangements to groups with which the Claims Administrator does business. The Plan Sponsor has consented to this disclosure to permit the Claims Administrator to satisfy its contractual obligations to BCBSA. This provision defines or modifies the rights and obligations of the parties under this Contract only for the processing of claims for care outside the Service Area.

The Inter-Plan Arrangements follow rules and procedures set by BCBSA. The Claims Administrator remains responsible to the Plan Sponsor for fulfilling its obligations under this Contract.

A Member's receiving services through these Inter-Plan Arrangements does not change covered benefits, benefit levels, or any eligibility requirements of the Plan.

The BlueCard® Program is the Inter-Plan Arrangement that applies to most claims from Host Blues' In-Network Providers. The Host Blue is responsible for contracting and handling all interactions with its In-Network Providers. Other Inter-Plan Arrangements apply to providers that are not in the Host Blues' networks (Non-Contracted Providers). This Attachment explains how the Plan pays both types of providers.

Note: The Claims Administrator processes claims for the Prescription Drugs benefit directly, not through an Inter-Plan Arrangement.

BlueCard Program

Except for copays, the Claims Administrator will base the amount Members must pay for claims from Host Blues' In-Network Providers on the lower of the provider's billed charge for the covered services or the Allowed Amount that the Host Blue made available to the Claims Administrator.

Most often, the Plan Sponsor's liability for those claims is calculated based on the same amount on which the Member's liability is calculated. However, sometimes the Host Blue's Allowed Amount may be greater than the billed charges if the Host Blue has negotiated with an In-Network Provider an exclusive allowance (such as a per-case or per-day amount) for specific services. This excess amount may be needed to secure (a) the provider's participation in the Host Blue's network and/or (b) the overall discount negotiated by the Host Blue. Because the Member never has to pay more than the billed charge, the Plan Sponsor may be liable for the amount above the provider's billed charge even when the Member's deductible, if any, has not been satisfied.

Host Blues determine Allowed Amounts for covered services, which are reflected in the terms of their In-Network Provider contracts. The Allowed Amount can be one of the following:

- An actual price. An actual price is a negotiated amount passed to the Claims Administrator without any other increases or decreases.
- An estimated price. An estimated price is a negotiated price that is reduced or increased to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives.
- An average price. An average price is a percentage of billed charges for the covered services representing the aggregate payments that the Host Blue negotiated with all of its In-Network Providers or its In-Network Providers in the same or similar class. It may also include the same types of claim- and non-claim-related transactions as an estimated price.

The use of estimated or average pricing may result in a difference between the amount the Plan Sponsor pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the Host Blue's Allowed Amount for a claim is final for that claim. No future estimated or average price adjustment will change the pricing of past claims.

Any positive or negative differences in estimated or average pricing on a claim are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts to be charged to the Plan Sponsor will be adjusted in a following year, as necessary, to account for over- or underestimation of past years' prices. The Host Blue will not receive compensation from how the estimated or average price methods, described above, are calculated. Because all amounts paid are final, neither variance account funds held to be paid in the following year, nor the funds expected to be received in the following year, are due to or from the Plan Sponsor. If this Contract terminates, the Plan Sponsor will not receive a refund or charge from the variance account.

Variance account balances are small amounts compared to overall claims amounts and will be drawn down over time. Some Host Blues may retain interest earned, if any, on funds held in variance accounts.

Clark County Providers Services in Clark County, Washington are processed through BlueCard. However, some providers in Clark County do have contracts with the Claims Administrator. These providers will submit claims directly to the Claims Administrator and benefits will be based on the Claims Administrator's Allowed Amount for the covered service or supply.

Value-Based Programs Members might receive covered services from providers that participate in a Host Blue's value-based program (VBP). Value-based programs focus on meeting standards for treatment outcomes, cost and quality, and coordinating care when the Member is seeing multiple providers. Some of these programs are similar to those the Claims Administrator has in Washington. Types of value-based programs are accountable care organizations, global payment/total cost of care arrangements, patient-centered medical homes and shared savings arrangements.

The Host Blue may pay VBP providers for meeting standards for treatment outcomes, cost and quality, and coordinating care over a period of time called a measurement period. The Claims Administrator then passes these payments through to the Plan Sponsor. Sometimes, VBP payments are made before the end of the measurement period.

The Host Blue may bill VBP payments for Members in one of two ways:

- **In the Allowed Amount** Host Blues may adjust the Allowed Amount for VBP provider claims to include VBP payments. The actual dollar amount or a small percentage increase may be included.

If the VBP pays a fee to the provider for coordinating the Member's care with other providers, the Host Blues may also bill these fees with claims. They will use a separate procedure code for care coordination fees.

Members will have to pay a share of VBP payments when Host Blues include VBP charges in claims and a deductible or coinsurance applies to the claim. Members will not be billed for any VBP care coordination fees.

- **Billed Separately** Instead of adjusting claims, some Host Blues bill VBP payments as a "per Member per month" (PMPM) charge for each Member who participates in the Value-based Program. The Claims Administrator passes these PMPM amounts on to the Plan Sponsor.

Some Host Blues' claims adjustments or PMPM amounts used for VBP payments may be estimates. As a result, these Host Blues hold part of the amounts paid by the Plan Sponsor and Member in a variance account. The Host Blues will use these funds to adjust future VBP payments as explained under "BlueCard Program" above.

Taxes, Surcharges And Fees

In some cases, a law or regulation may require that a surcharge, tax, or other fee be applied to claims under this Plan. When this occurs, the Claims Administrator will disclose that surcharge, tax or other fee to the Plan Sponsor as part of its liability.

Non-Contracted Providers

When covered services are provided outside the Claims Administrator's Service Area by Non-Contracted providers, the Allowed Amount will generally be based on either the Claims Administrator's Allowed Amount for these providers or the pricing requirements under applicable law. Members are responsible for the difference between the amount that the Non-Contracted Provider bills and this Plan's payment for the covered services. Please see the definition of "Allowed Amount" in Section 1 in this Contract for details on Allowed Amounts.

Return of Overpayments

Recoveries of overpayments can arise in several ways. Examples are anti-fraud and abuse recoveries, provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recovery amounts will generally be applied on either a claim-by-claim or prospective basis. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be charged to the Plan Sponsor separately. The fee is usually a percentage of the amount recovered.

Unless otherwise agreed to by the Host Blue, the Claims Administrator may request adjustments from the Host Blue for full refunds from providers due to the retroactive cancellation of Members, but never more than one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with retroactive cancellations may not be possible if, as an example, the recovery conflicts with the Host Blue's state law or its provider contracts or would jeopardize its relationship with its providers.

Blue Cross Blue Shield Global® Core

If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (the "BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core helps Members access a provider network, they will typically have to pay the provider and submit the claims themselves to get reimbursement for covered services. However, if Members need hospital inpatient care, the Service Center can often direct them to hospitals that will not require them to pay in full at the time of service. These hospitals will also submit the Member's claims to Blue Cross Blue Shield Global Core.

Fees and Compensation

In-Network Providers The Plan Sponsor understands and agrees to reimburse the Claims Administrator for certain fees and compensation which the Claims Administrator is obligated under applicable Inter-Plan Programs requirements to pay to the Host Blues, to BCBSA, and/or to Inter-Plan Programs vendors, as described below. The fees may be revised in accordance with Inter-Plan Programs standard procedures, which do not provide for prior approval by any plan sponsor. Such revisions typically are made on January 1, but may occur at any time. Revisions do not necessarily coincide with the Plan Sponsor's benefit period under this Contract.

Only the "access fee" can be charged separately each time a claim is processed. The access fee is charged by the Host Blue to the Claims Administrator for making its applicable provider network available to Members. The access fee will only apply to In-Network Providers' claims. If such a fee is charged, it will be a percentage of the discount/differential the Claims Administrator receives from the Host Blue. The access fee will not exceed \$2,000 for any claim.

All other Inter-Plan Programs-related fees are covered by the Claims Administrator's general administration fee. See "Attachment D – Fees of the Claims Administrator."

Non-Contracted Providers All fees related to Non-Contracted Provider claims are covered by the Claims Administrator's general administration fee.

ATTACHMENT B – CENSUS INFORMATION

Administration Fees, effective January 1, 2024, are based on the following:

Number of Active and Retired Members:		718
	Employee	Dependents
Medical	285	433

Number of COBRA Members:		11
	Employee	Dependents
Medical	10	1

Other Carriers Offered:	None
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ATTACHMENT C – REPORTING

A standard package of reports covering the Contract Period will be provided to the Plan Sponsor within the fees set forth in "Attachment D – Fees Of The Claims Administrator." The reports will cover:

- Funding revenue
- Paid claims
- Census data
- Claims summaries by:
 - Provider type
 - Service type
 - Coverage type

Please note that reports, format, and content may be modified from time to time as needed.

If the Plan Sponsor requests a report that includes information not provided in our standard package of reports or a custom format for standard data, we reserve the right to charge additional fees as needed for that report.

ATTACHMENT D – FEES OF THE CLAIMS ADMINISTRATOR

ATTACHMENT D
to the Administrative Service Contract
between

PREMERA BLUE CROSS
and
City of Marysville
Group Number: 4018895
Effective: 1/1/2024 through 12/31/2024

Pursuant to the Administrative Service Contract, the Plan Sponsor shall pay the Claims Administrator the fees, as set forth below, for administrative services.

Administration Fees:

\$58.58 per employee per month

Administration Fee Breakdown:

Administration Fee (Medical/Rx)	\$57.81
Enhanced Controlled Substance Utilization	\$0.12
Telemedicine - General Medical and Mental Health (Virtual Care Only)	\$0.65
Total	<u>\$58.58</u>

Claims Runout Processing Fee:

The charge for processing runout claims is an amount equal to the active administration fee at the time of termination, times the average number of subscribers for the 3-month period preceding the termination date, times two.

BlueCard Fee Amount:

BlueCard Fees are tracked and billed monthly in addition to claims expense.

Value-Based Program Payments

Provider groups enter into agreements with Claims Administrator or other Blue Cross and/or Blue Shield Licensees (Host Blues) for value-based programs. These programs offer payment and care delivery models that support more coordinated, efficient and quality-driven healthcare aimed at encouraging coordination and optimizing services to control cost. Such programs include but are not limited to the following: the BCBSA Total Care program, shared savings arrangements like Global Outcomes Contracts, accountable care organizations, patient-centered medical homes, global payment/total cost of care arrangements, outcomes-based payment arrangements, provider enablement arrangements, and coordinated care model arrangements.

Claims Administrator and the Host Blues may pay value-based program providers for meeting the programs’ standards for treatment outcomes, cost efficiency and quality. Claims Administrator and the Host Blues plans may also pay value-based program providers for provider enablement activities to facilitate patient care coordination and clinical support activities. Arrangements with these providers and payments related to these programs require investments in health information technology including but not limited to workflow automation, clinical and eligibility data exchanges, referral, medication reconciliation and care transitional support to continue to improve cost and quality outcomes for members.

The Plan Sponsor shall pay the Claims Administrator a per-member-per month (PMPM) amount established for each value-based program provider’s attributed or assigned members. The PMPM amount will be multiplied by the number of the Plan Sponsor’s Members that are attributed or assigned to each provider group. The PMPM amounts differ between the provider groups and may change during the Contract Period. All PMPM amounts are paid to the value-based program provider per the arrangement between Claims Administrator and provider and the Claims Administrator receives no compensation or mark-up associated with the PMPM payment. In the case of pay for performance programs, the PMPM amount is tied to specific outcomes achieved by the provider. In the case of care coordination, the PMPM amount is tied to productivity or development/maintenance activities completed in support of patient care coordination and clinical support activities. Detailed reporting including but not limited to program PMPM charges and available settlement or productivity reporting will be provided to Plan Sponsor within or as a supplement to the Plan Sponsor billing statement. Additional information is available upon request, and a charge may apply.

Fee For Class Action Recoveries

The Plan Sponsor shall pay the Claims Administrator a fee for its work in pursuing class action recoveries on behalf of the Plan Sponsor as described in Subsection 3.5. The fee shall be a proportionate share of \$50,000, based on the proportion of the amount recovered on behalf of the Plan Sponsor compared to the total amount recovered by the Claims Administrator for all lines of business.

Federal No Surprises Act Independent Dispute Resolution (IDR) Process

The Plan Sponsor will reimburse the Claims Administrator the following fees and amounts expended by the Claims Administrator or the Blue Cross Blue Shield Association licensee that are associated with each Independent Dispute Resolution as defined under federal law:

Fee	Amount
Arbitration Fee, per arbitration For representation of the Plan in arbitration proceedings initiated by a provider.	\$2,500
Federal IDR Process Fee, per arbitration. Administrative fee due from each party participating in the Federal IDR process. The fee is set by the Federal Government and subject to adjustment	Variable
Certified IDR Entity Fee, per arbitration The non-prevailing party in arbitration is responsible for the certified IDR entity fee. The Certified IDR Entity Fee will vary within a range for single case or batched determinations. The fee ranges will be adjusted annually by the Federal Government.	Variable

Outside Legal Counsel Fee, per arbitration All outside counsel fees will be passed through to the Plan Sponsor. Should a provider submit arbitration claims aggregating claims from more than one client (fully insured or self-funded), the outside counsel fees will be pro-rated based upon the number of claims from the Plan as a percentage of the total number.	Variable
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SaveOnSP Program

SaveOnSP maximizes plan savings for select non-essential health benefit specialty drugs listed at www.premera.com/saveonsp through application of drug manufacturer coupons and covers the cost-share for participating Members. To participate, Members must contact SaveOnSP at 1-800-683-1074 to enroll before filling applicable prescriptions. Costs for the SaveOnSP program are calculated as the (i) required Member cost-share of applicable coupons; (ii) Member fills in excess of manufacturer coupon funding; (iii) amounts due if member is ineligible for manufacturer program assistance, and (iv) 25% of reported plan savings, which are invoiced monthly in the Claims invoice. Amounts in (i), (ii) and (iii) will not have to be subject to reported plan savings. In addition to and notwithstanding any provisions to the contrary between Plan Sponsor and Claims Administrator, Plan Sponsor agrees to the terms and conditions set forth in ATTACHMENT I of this Contract.

CareCompass360°

See "Attachment F – Carecompass360°" for an overview of services provided. Services are included in the Claims Administrator's Administration Fee except where stated below.

Personal Health Support (See Appendix 2)	Not included in Administration Fee. \$300 per actively engaged Member per month of active engagement.	
BestBeginnings Maternity (See Appendix 3)	Engagement fee:	\$50 one-time fee per Member when the Member registers for the program and downloads the mobile application
	High Risk Maternity Case Management	\$350 additional one-time fee for Members engaged in high-risk case management
Neonatal Intensive Care Risk Assessment & Case Management (See Appendix 4)	Fee waived	

Extended Payment Integrity Services:

Claims Administrator will perform the services listed below on a pay-for-performance, contingent fee ("Contingent Fee") basis, which shall be calculated as a percentage of the gross amount recovered or saved with respect to any particular claim. See "Attachment G – Extended Payment Integrity Services" for an overview of services provided.

Payment Integrity Category	Contingent Fee
Coordination of Benefits	35 percent
Subrogation	35 percent unless Claims Administrator, in its sole option or discretion, engages outside counsel, in which case the Contingent Fee amount shall be 35 percent, whether or not the case involves litigation or other dispute resolution process.

	35 percent if, after Claims Administrator has worked a subrogation case, the Plan Sponsor takes over responsibility for the case and settles directly. In all cases, Plan Sponsor is also responsible for payment of any court costs, such as filing fees, witness fees or court reporter fees.
Provider Billing Errors	35 percent
Credit Balance	35 percent
Hospital Billing and Chart Review	35 percent
Advanced Claim Editing	35 percent

ATTACHMENT E – BUSINESS ASSOCIATE AGREEMENT

The Plan Sponsor should keep its signed business associate agreement and any signed amendments behind this page.

ATTACHMENT F – CARECOMPASS360°

Claims Administrator agrees to make available to the Plan Sponsor certain components of the CareCompass360° program, which are more particularly described in the appendices attached hereto and incorporated herein. Claims Administrator, in its sole and absolute discretion, may upgrade, change Program Managers or otherwise modify these services. Fees for these services are shown in "Attachment D – Fees Of The Claims Administrator."

General Provisions

- The parties understand, acknowledge and agree that the services provided to the Plan Sponsor hereunder are designed only for availability to the population of Plan Sponsor Members eligible for such services and not for application to each and every Member.
- **Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Attachment shall remain valid and enforceable according to its terms.

Appendix 1 Care Facilitation Services

Claims Administrator agrees to provide the following care facilitation services.

Service	Description
Care Management	
Clinical review	Prospective and retrospective review for medical necessity, appropriate application of benefits. Independent medical review and independent clinical management which may include advanced imaging (as well as Member shopping tools), radiation oncology therapy, sleep studies and genetic testing are administered by the Claims Administrator's designated Program Manager(s).
Quality Programs	Includes provision of evidence-based clinical practice and preventive care guidelines to Members and providers, chart tools, and quality of care program activities.
NurseLine	Round-the-clock access for Members to registered nurses to answer questions about their health care administered by the Claims Administrator's designated Program Manager.
Pharmacy	
Prescription drug formulary promotion	Development of formulary and access to providers and Members on-line
Physician-based pharmacy management	Physician education on cost-effective prescribing
Enhanced Controlled Substances Utilization Program (Opioid Management)	Our program, administered by the Claims Administrator's designated Program Manager, identifies and investigates Members who show signs of drug misuse or addiction. When warranted, these Members will only be able to get opioid prescriptions from a particular pharmacy and may also be restricted to one prescriber.
ePocrates	Software to provide physicians with up-to-date drug and plan formulary information.
Point-of-sale Pharmacy	Follow-up with Members and physicians to minimize inappropriate or excessive drug therapies identified when drugs are dispensed.
Virtual Care	The Claims Administrator has contracted with one or more vendors (Program Managers) that uses interactive audio and video technology or using store and forward technology in real-time communication between the Member at the originating site and the provider for diagnoses, consultation, or treatment. Services must meet the following requirements: • Covered service under this Plan

	• Originating site: hospital, rural health clinic, federally qualified health center, physician's or other health care provider office, community mental health center, skilled nursing facility, home, or renal dialysis center, except an independent renal dialysis center • If the service is provided through store and forward technology, there must be an associated office visit between the Member and the referring provider. • Is Medically Necessary
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Appendix 2

Personal Health Support Services

Services of the Personal Health Support program may include:

- Telephonic personal health support, including a clinician designated as the participant's single point of contact for personal health support.
- Engagement team triage
- Periodic reporting on program enrollment and activities

Eligible Health Conditions

Members eligible for services include those who are classified by Claims Administrator, in its sole discretion, using its own methodology or criteria, as high-risk and/or have two (2) or more of the chronic conditions designated by Claims Administrator for the program. Claims Administrator may change the methodology for determining eligibility or terms of or criteria for eligibility, at its sole discretion, from time to time.

Active Engagement

The separate monthly program fee is charged only for Members who are actively engaged in personal health support services during the month. "Active engagement" means that a Member or their authorized designee (such as the parent of a minor child or an individual with power of attorney) has at least one (1) two-way conversation with their personal health support clinician in which health goals are discussed. The initial outreach contact to the Member does not count. No charges are made for a month in which there is no active engagement.

Appendix 3

BestBeginnings Maternity Program

The BestBeginnings Maternity program offers education and support services to pregnant Members and case management for pregnant Members identified as high risk. Member participation is voluntary. The program helps educate Members about normal symptoms of pregnancy, as well as risks and problems, including warning signs.

BestBeginnings Program Description

The BestBeginnings program has two components:

- A mobile application, administered by the Claims Administrator's designated Program Manager, for the Member's smartphone or tablet. Members can download this mobile application from the Internet after they register for the BestBeginnings program. There is no charge to the Member. The application covers important health issues in pregnancy. It provides surveys to help identify high-risk pregnancies and post-partum depression. It also offers information, tools, milestones, alerts on pregnancy-related issues, and reminders. Content is updated quarterly as needed.
- The Claims Administrator will provide outreach to Members identified as having the potential for a high risk pregnancy. These Members can click in the mobile application to call one of the Claims Administrator's maternity specialists. These specialists are the Claims Administrator's personal health support clinicians who have specific maternity training. Maternity specialists are available from 6:00 a.m. to 8:00 p.m. on Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday, Pacific time.

Appendix 4

Neonatal Intensive Care Risk Assessment and Case Management

The Neonatal Intensive Care Unit (NICU) Program provides case management for babies admitted to the NICU. The program is administered by the Claims Administrator's designated program manager (the "Program Manager"). The Claims Administrator and/or the hospital refers Members who are admitted to the NICU or a specialty care nursery to the Program Manager. The Program Manager then contacts the parents to get consent for the newborn Member to participate in the NICU Program. Member participation is voluntary.

Services include:

- Coordination of care for newborns throughout their stays in the NICU
- Assistance with management of the baby's care from discharge to the baby's transition home
- Comprehensive booklet that educates parents about the NICU and the needs of the child in the NICU
- Measures health outcomes
- Recommends appropriate levels of care to the Claims Administrator

ATTACHMENT G – EXTENDED PAYMENT INTEGRITY SERVICES

Claims Administrator, through its designated Program Manager shall provide a set of Extended Payment Integrity Services to the Plan Sponsor as described below. Claims Administrator will perform these services on a pay-for-performance, contingent fee ("Contingent Fee") basis, which shall be calculated as a percentage of the gross amount recovered or saved with respect to any particular claim. Contingent Fees are shown in "Attachment D – Fees Of The Claims Administrator."

Payment Integrity Category	Explanation of Services
Coordination of Benefits	Claims Administrator's investigators and auditors will work to identify and pursue overpayments due to Member's missing or inaccurate COB information. Claims Administrator utilizes questionnaires and interviews with providers, employers and Members to determine if Plan Sponsor's Plan is primary or secondary.
Subrogation	Claims Administrator's investigators, auditors and attorneys identify and pursue overpayments due to Subrogation opportunities. Claims Administrator's research to obtain accurate subrogation information and determine group's subrogation rights include questionnaires and interviews with providers, employers and Members. As Claims Administrator deems necessary, Claims Administrator manages attorney and Member notification, coordinates case documentation, coordinates with potentially responsible parties and provides representation for hearings. Claims Administrator will notify Plan Sponsor in the event that Claims Administrator recommends that the Plan Sponsor file suit. Plan Sponsor retains the right to authorize or deny any legal action. Claims Administrator will not initiate legal action to enforce the plan's subrogation provision without prior approval from the Plan Sponsor. If Plan Sponsor brings any legal action on its own, Plan Sponsor will be solely responsible for the case, and (1) The Claims Administrator will cooperate with the Plan Sponsor; (2) Any court costs and attorneys' fees incurred in pursuing such subrogation claims shall be the responsibility of the Plan Sponsor; and (3) If Claims Administrator had already opened a subrogation case, Plan Sponsor shall pay Claims Administrator its subrogation fee set forth in "Attachment D – Fees Of The Claims Administrator." (If Claims Administrator had not already opened a subrogation case, no fees shall be due the Claims Administrator.)
Provider Billing Errors	Claims Administrator's post-payment editing programs and investigators and auditors perform additional screens and tests where billing information is inconsistent with age/services rendered

Payment Integrity Category	Explanation of Services
	or where there appears to be up-coding or unbundling of services. A recovery process is then employed to request and recover verified overpayments.
Credit Balance	This service requires an on-site review of the provider's financial records and discussions with their staff. Credit balances are verified as owed to Plan Sponsor and the source of the credit is determined. The credit is reviewed with the provider and approved for payment back to Claims Administrator or the Plan Sponsor.
Hospital Billing and Chart Review	This service requires an on-site review of the Member's medical charts and interviews with provider staff by registered nurses. The Program Manager ensures that: • Service is consistent with diagnosis and billing is consistent with services. • There has been no unbundling of services, diagnosis up-coding or billing maximization. • Services rendered were prescribed by the physician and the doctor's notes were signed. • Standardized billing and payment policies were used.
Advanced Claim Editing	This service uses software or certified coders to analyze medical claims prior to payment to determine appropriateness of billed services on a given claim and how they relate to other data on that claim, or on any historical claims. This includes: • Comparing billed service codes against number of units. • Comparing billed service codes against diagnosis codes. • Comparing length of stay with services provided. • Leveraging claims history to validate reasonableness of the services provided. • Leveraging industry trends and billing practices to identify issues. • Review of medical records to support services rendered.

ATTACHMENT H – PREMIERA VALUE-BASED PROVIDER ARRANGEMENTS

Value-Based Program Payments

Provider groups enter into agreements with Claims Administrator or other Blue Cross and/or Blue Shield Licensees (Host Blues) for value-based programs. These programs offer payment and care delivery models that support more coordinated, efficient and quality-driven healthcare aimed at encouraging coordination and optimizing services to control cost. Such programs include but are not limited to the following: the BCBSA Total Care program, shared savings arrangements like Global Outcomes Contracts, accountable care organizations, patient-centered medical homes, global payment/total cost of care arrangements, outcomes-based payment arrangements, provider enablement arrangements, and coordinated care model arrangements.

Claims Administrator and the Host Blues may pay value-based program providers for meeting the programs' standards for treatment outcomes, cost efficiency and quality. Claims Administrator and the Host Blues plans may also pay value-based program providers for provider enablement activities to facilitate patient care coordination and clinical support activities. Arrangements with these providers and payments related to these programs require investments in health information technology including but not limited to workflow automation, clinical and eligibility data exchanges, referral, medication reconciliation and care transitional support to continue to improve cost and quality outcomes for members.

The Plan Sponsor shall pay the Claims Administrator a per-member-per month (PMPM) amount established for each value-based program provider's attributed or assigned members. The PMPM amount will be multiplied by the number of the Plan Sponsor's Members that are attributed or assigned to each provider group. The PMPM amounts differ between the provider groups and may change during the Contract Period. All PMPM amounts are paid to the value-based program provider per the arrangement between Claims Administrator and provider and the Claims Administrator receives no compensation or mark-up associated with the PMPM payment. In the case of pay for performance programs, the PMPM amount is tied to specific outcomes achieved by the provider. In the case of care coordination, the PMPM amount is tied to productivity or development/maintenance activities completed in support of patient care coordination and clinical support activities. Detailed reporting including but not limited to program PMPM charges and available settlement or productivity reporting will be provided to Plan Sponsor within or as a supplement to the Plan Sponsor billing statement. Additional information is available upon request, and a charge may apply.

ATTACHMENT I – SAVEONSP PROGRAM

Plan Sponsor has requested the inclusion of the SaveOnSP Program, and Claims administrator will make the SaveOnSP Program available to Plan Sponsor per their request. SaveOnSP maximizes plan savings for select non-essential health benefit specialty drugs listed at <http://www.premiera.com/saveonsp> through application of drug manufacturer coupons and covers the cost-share for participating Members. To participate, Members must contact SaveOnSP at 1-800-683-1074 to enroll before filling applicable prescriptions. Costs for the SaveOnSP program are calculated as set forth in ATTACHMENT D – FEES OF THE PLAN SPONSOR.

Plan Sponsor agrees it is not required to utilize SaveOnSP with respect to its Plan(s) and that any decision to utilize SaveOnSP is solely at its discretion. Plan Sponsor further agrees that although Claims Administrator is making SaveOnSP available to Plan Sponsor upon request, any actions Claims Administrator takes with respect to SaveOnSP by reason of Plan Sponsor's decision to utilize SaveOnSP are at the direction of Plan Sponsor and are limited to necessary claim administration activities.

In addition to, and notwithstanding any provision to the contrary between Plan Sponsor and Claim Administrator, Plan Sponsor agrees that Claim Administrator is not liable for any loss resulting from Plan Sponsor's use of SaveOnSP. Accordingly, the Plan Sponsor agrees to indemnify and hold harmless Claims Administrator, its directors, officers, employees, and agents (the "Indemnified Parties") from and against all amounts, including without limitation, taxes, expenses (including reasonable attorneys' fees), liabilities, claims, damages, judgements, settlement amounts, or other charges or costs incurred by or assessed against any of the Indemnified Parties as a direct or indirect result of the Plan Sponsor's use of SaveOnSP.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Teri Lester, Human Resources

ITEM TYPE: Action Item

AGENDA SECTION: **New Business**

SUBJECT: Dental Care Service Contract between Delta Dental and the City of Marysville*

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Dental Care Service Contract with Delta Dental.

SUMMARY: Delta Dental continued as the City's dental service provider effective January 1, 2025.

WHEREAS, the City of Marysville has established an employee benefit plan which provides for payment of certain welfare benefits to and for certain eligible individuals as defined in writing by the City, and,

WHEREAS, the City of Marysville desires to engage the services of Delta Dental as the service provider to provide dental care services for the Plan.

ATTACHMENTS:
[coma-contract-ddwa-010125.pdf](#)

Dental Care Service Contract Declaration Page

Group Number(s)	09640 09641
Group Name	City of Marysville
Effective Date	12:01 a.m. Pacific Time January 01, 2025
Term	12 Months
Plan Type	Delta Dental PPO SM National Plan

Group identified above agrees to a Dental Care Service Contract with Delta Dental of Washington ("DDWA"). This Contract is issued and delivered in the state of Washington and is governed by Washington State laws. It is subject to the terms listed on these Declaration Page, the general Terms and Conditions, the Certificate of Coverage, and any appendices and amendments, all of which are incorporated and made part this Contract.

Rates

The monthly Premium for each Enrolled Employee payable by Group under this Contract is:

Group #09640		Group #09641	
Employee Only (EMP)	\$56.58	Employee Only (EMP)	\$59.08
Employee + 1 Child (E1D)	\$107.02	Employee + 1 Child (E1D)	\$112.86
Employee + Spouse + Child(ren) (E5D)	\$167.31	Employee + Spouse + Child(ren) (E5D)	\$207.76

Accepted By:

City of Marysville
1049 State Ave Ste 101
Marysville, WA 98270-4234

Accepted By:

Delta Dental of Washington
Post Office Box 75983
Seattle, WA 98175-0983

Signed:

Title:

Date:

Signed:

Title:

Date:



Vice President
Underwriting and Actuarial

November 22, 2024

Benefit Period

Benefit Period Start	January 1	Benefit Period End	December 31
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Eligibility, Enrollment, and Termination

Eligibility - Employee	As defined by Group	Eligibility - Dependent	As defined by Group
Start Date Election	No	End Date Election	No
Retroactive Additions	90 Days	Retroactive Terminations	90 Days
Probationary Period	First of the month following date of hire		

Participation

Minimum Enrollment	100		
Participation % Employee	Voluntary	Participation % Dependent	Voluntary

Plan Selections

Incentive Type	Group		
Retention Percentage	Not Applicable		
Benefit Waiting Period	Not Applicable	Waiting Period Class	Not Applicable

Expenses

Runout Period	6 Months
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Deviations

All of the Terms and Conditions in this Contract apply, except if specifically modified in this Deviations section. Any modifications listed here supersede all referenced Articles in the standard Terms and Conditions section below.

By this reference, the following sections are deleted and replaced with the custom language.

Section #	Custom Language
5.4.3.b.	During the first incentive period in which benefits under the Plan are utilized, DDWA shall pay the maximum percentage as shown in the Declaration Page. During each successive incentive period in which benefits are utilized, the Payment Level shall remain at the maximum shown in the Declaration Page.

Group # 09640 – City of Marysville

Plan Maximums

Plan Maximum	\$1,500		
Orthodontic Maximum	Not Covered	Temporomandibular Maximum	\$1,000 Annual \$5,000 Lifetime

Plan Deductibles

Individual In-Network	No Deductible	Family In-Network	No Deductible
Individual Out-of-Network	No Deductible	Family Out-of-Network	No Deductible
Deductible Waived on	Not Applicable		

Plan Coinsurance

Covered Dental Benefits	Delta Dental PPO Dentists		Delta Dental Premier Dentists	
			Non-Participating Dentists	
Incentive Level	Minimum Percentage	Maximum Percentage	Minimum Percentage	Maximum Percentage
Class I	70%	100%	70%	100%
Class II	70%	100%	70%	100%
Constant Level	Constant Percentage		Constant Percentage	
Class III	50%		50%	
Temporomandibular Joint	50%		50%	
Orthodontic	Not Covered		Not Covered	
Accidental Injury	100%		100%	

Group # 09641 – City of Marysville Police

Plan Maximums

Plan Maximum	\$1,500		
Orthodontic Maximum	\$2,000 Lifetime	Temporomandibular Maximum	\$1,000 Annual \$5,000 Lifetime

Plan Deductibles

Individual In-Network	No Deductible	Family In-Network	No Deductible
Individual Out-of-Network	No Deductible	Family Out-of-Network	No Deductible
Deductible Waived on	Not Applicable		

Plan Coinsurance

Covered Dental Benefits	Delta Dental PPO Dentists		Delta Dental Premier Dentists	
			Non-Participating Dentists	
Incentive Level	Minimum Percentage	Maximum Percentage	Minimum Percentage	Maximum Percentage
Class I	70%	100%	70%	100%
Class II	70%	100%	70%	100%
Constant Level	Constant Percentage		Constant Percentage	
Class III	50%		50%	
Temporomandibular Joint	50%		50%	
Orthodontic	50%		50%	
Accidental Injury	100%		100%	

Dental Care Service Contract Terms and Conditions

1. Definitions

- 1.1. Benefit Period: The time period that applies to the frequencies and limitations. The Benefit Period is shown on the Declaration Page.
- 1.2. Certificate of Coverage: The benefit booklet, which describes in summary form the essential features of the Plan coverage, and to or for whom the benefits hereunder are payable. In the event that contracts are changed or amended, new certificates or a clearly understandable benefit booklet insert to existing certificates shall be furnished. The Certificate of Coverage is incorporated into this Contract by this reference as if it were fully written in this document.
- 1.3. Contract: This agreement between DDWA and Group, including the Declaration Page, Certificates of Coverage, Group application and enrollment forms, and any and all appendices and amendments. This Contract constitutes the entire Contract between the parties and supersedes any prior agreement, understanding or negotiation between the parties.
- 1.4. Covered Dental Benefit: Dental services that are covered under this Contract, subject to the limitations and exclusions set forth in the Certificate of Coverage.
- 1.5. DDWA: Delta Dental of Washington, a nonprofit corporation incorporated in Washington State. DDWA is a member of the Delta Dental Plans Association.
- 1.6. Declarations Page(s): The front page(s) of this Plan that provides the Group specific information and group specific elections referred to in the Terms and Conditions.
- 1.7. Delta Dental Plans Association: A nationwide not-for-profit organization of dental benefit carriers offering a range of group dental benefit plans.
- 1.8. Delta Dental PPOSM Dentist: A Delta Dental Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental PPO provider agreement, which includes looking solely to Delta Dental for payment for covered services.
- 1.9. Delta Dental PPO plus PremierTM Dentist: A Delta Dental Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental provider agreement, which includes looking solely to Delta Dental for payment for covered services.
- 1.10. Delta Dental Premier[®] Dentist: A Delta Dental Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental provider agreement, which includes looking solely to Delta Dental for payment for covered services.
- 1.11. Delta Dental Participating Dentist: A licensed Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental provider agreement, which includes looking solely to Delta Dental for payment for covered services. Delta Dental Participating Dentists include Delta Dental PPO Dentists, Delta Dental Premier Dentists, and Delta Dental PPO plus Premier Dentists.
- 1.12. Dentist: A licensed Dentist legally authorized to practice dentistry at the time and in the place, services are performed. This Contract provides covered services only if those services are performed by or under direction of a licensed Dentist or other Licensed Professional operating within the scope of their license.
- 1.13. Eligibility Date: The date on which an Eligible Person becomes eligible to enroll in the Plan.
- 1.14. Eligible Dependent, Eligible Employee, or Eligible Person: Any dependent, employee or person who meets the conditions of eligibility set forth on the Declaration Page.
- 1.15. Employee: A person who is designated as an employee by the Group for the purposes of this Plan.
- 1.16. Enrolled Dependent, Enrolled Employee, or Enrolled Person: Any Eligible Dependent, Eligible Employee or Eligible Person, as applicable, who has completed the enrollment process and for whom Group has submitted the monthly Premium to DDWA.

- 1.17. Filed Fee: The negotiated fee for a specific dental procedure performed by a Delta Dental Participating Dentist.
- 1.18. Group: The employer or entity that is contracting for dental benefits for its Employees in this Contract.
- 1.19. Licensed Professional: An individual legally authorized to perform services as defined in their license. Licensed Professional includes, but is not limited to, denturists, hygienists, and radiology technicians.
- 1.20. Lifetime Maximum: The maximum amount DDWA will pay in the specified Covered Dental Benefit class for an insured individual during the time that individual is on this Plan, or any other Plan offered by this Employer.
- 1.21. Maximum Allowable Fee: The maximum dollar amount that will be allowed toward the reimbursement for any service provided for a Covered Dental Benefit.
- 1.22. Non-Participating Dentist: A licensed Dentist who has not agreed to render services and receive payment in accordance with the terms and conditions of a written Participating Dentist Agreement between a member of the Delta Dental Plans Association and such Dentist.
- 1.23. Open Enrollment Period: The annual period in which Eligible Employees can select benefits Plans and add or delete Eligible Dependents.
- 1.24. Participating Plan: Delta Dental of Washington and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist in administering the Covered Dental Benefits described in this Contract.
- 1.25. Plan Coinsurance: Delta Dental of Washington will pay a percentage of the cost of treatment based on the Maximum Allowable Fees for Covered Dental Benefits as set forth in the Declaration Page. Sometimes this is referred to as the payment level.
- 1.26. Plan: This Contract that provides dental benefits. Any other Contract that provides dental benefits and meets the definition of a "Plan" in the "Coordination of Benefits" section of the Certificate of Coverage is a Plan for the purpose of coordination of benefits only.
- 1.27. Premium: The monthly amount payable by Group as designated on the Declaration Page.
- 1.28. Runout Period: The period of time in which DDWA will continue to pay claims after the Group's termination date, for treatment performed while the Group was active. The timeframe for the runout period is indicated on the Declaration Page.
- 1.29. Service Area: Washington State, the geographic area in which DDWA will issue this policy. Dental Benefits are provided for covered services received outside of Washington State.
- 1.30. Standard Terms and Conditions: The non-Group specific terms and conditions that control this Contract, unless specifically modified on the Declaration Page.

2. Eligibility, Enrollment, and Termination

2.1. Employee Eligibility, Enrollment, and Termination

- 2.1.1. Employees are eligible to enroll in this Plan if they meet the condition of eligibility designated on the Declaration Page.
- 2.1.2. Eligible Employees may enroll in this Plan on the effective date of this Contract. An employee hired after the effective date of this Contract may enroll in this Plan after satisfying the probationary period indicated on the Declaration Page.
- 2.1.3. Employees are eligible to enroll in this Plan on the first of the month after satisfying any probationary period designated on the Declaration Page unless the Group has elected the 'Start Date' option on the Declaration Page. For 'Start Date' election, the Employee enrollment will start on the date the Employee is eligible. An Employee shall continue to be eligible to enroll in this Plan during the time this Contract is in effect as long as the Employee remains an Eligible Employee.
- 2.1.4. DDWA will allow Group to waive the Employee probationary period for an Employee hired after the effective date of this Contract who is transferring into the Plan from enrollment in any other dental plan. Enrollment for such

Employee must be completed within 30 days of the transfer and the Employee must have been enrolled for benefits under the prior dental plan in the month of transfer or immediately prior to the month of transfer. The effective date of coverage for such Employee shall be the first day of the calendar month following enrollment. Notification of previous coverage is required at the time of enrollment.

- 2.1.5. Eligible Employees become Enrolled Employees after fully completing the enrollment process, including payment of Premium by Group to DDWA, and remain Enrolled Employees as long as they remain eligible under this Plan and Group has made timely payments of monthly Premiums on behalf of the Employee.
- 2.1.6. An Enrolled Employee must complete the enrollment process within the time period represented in the Certificate of Coverage. Late enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage.
- 2.1.7. An Enrolled Employee terminates from this Plan at the end of the month that the employee is no longer eligible for enrollment unless the Group has elected the 'End Date' option on the Declaration Page. For 'End Date' election, the Employee terminates on the date the Employee is no longer eligible. An Employee will also terminate from this Plan at the end of the calendar month for which Group has made the last timely payment of the monthly Premiums on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.

2.2. Dependent Eligibility, Enrollment, and Termination

- 2.2.1. Dependent coverage under this Plan is available as indicated on the Declaration Page.
- 2.2.2. If covered, an Eligible Dependent is a dependent of an Enrolled Employee who meets the requirements for eligibility established by the Group. Dependent eligibility validation documentation shall be maintained and verified by the Group.
- 2.2.3. An Eligible Dependent shall become eligible to enroll in this Plan on the date the Eligible Employee becomes eligible to enroll in this Plan, or on the first day of the calendar month following the month in which such person became an Eligible Dependent of the Eligible Employee.
- 2.2.4. If covered, a foster child is covered from the time of placement.
- 2.2.5. A newborn is covered from the moment of birth, and an adopted child is covered from the date of assumption of a legal obligation for total or partial support or upon placement of the child in anticipation of adoption of the child.
- 2.2.6. Eligible Dependents become Enrolled Dependents after fully completing the enrollment process, including payment of Premium by the Group to DDWA. An Enrolled Dependent shall continue to be enrolled as long as the Group has made timely payment of the monthly Premiums on behalf of the Enrolled Employee to DDWA.
- 2.2.7. If the enrollment process is not completed within the time period selected which is represented in the Certificate of Coverage, enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage. If an additional Premium for coverage is required and enrollment is not completed within the time period selected, the newborn, adopted or foster child(ren) will be covered from the effective date of enrollment as defined in the Certificate of Coverage.
- 2.2.8. An Enrolled Dependent terminates from this Plan when they are no longer an Eligible Dependent of an Eligible Employee, or at the end of the calendar month for which Group has made timely payment of the monthly Premiums on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.
- 2.2.9. An Enrolled Employee may terminate coverage of an Enrolled Dependent or reinstate an Eligible Dependent only at renewal or extension of this Plan, or if there is a change in family status, as defined in the Special Enrollment Period section of the Certificate of Coverage.

2.3. General Enrollment Information

- 2.3.1. DDWA requests that all completed enrollment information is received from the Group within 60 days of the Employee or dependent's Eligibility Date.

- 2.3.2. Retroactive additions and terminations of enrollment for administrative purposes will only be accepted for the time period indicated on the Declaration Page.
- 2.3.3. While satisfying the various requirements of the Family and Medical Leave Act (FMLA), the Paid Family and Medical Leave (PFML), and COBRA laws rests primarily with the Group, DDWA will fully cooperate with Group in complying with these laws.

3. Participation, Premiums, Invoicing, Payments

3.1. Participation Requirements

- 3.1.1. This Contract requires participation of the required percentage or segment of Eligible Employees and Eligible Dependents as indicated on the Declaration Page.
- 3.1.2. For Groups that elect a specific percentage of employee participation, Group will assure that percentage of Eligible Employees are participating in this Plan.
- 3.1.3. For Groups that elect a specific percentage of dependent participation, Group will assure that specified percentage of all Enrolled Employees enroll all of their Eligible Dependents, unless those dependents are enrolled in another dental plan.
- 3.1.4. For Groups that elect to have Employee or dependent enrollment in this Plan tied to enrollment in their Group-sponsored medical plan, all Eligible Employees and their Eligible Dependents who are enrolled in the Group-sponsored medical plan must be enrolled in this Plan regardless of whether or not they are enrolled as a dependent in another dental plan. Eligible Employees or their Eligible Dependents who are not enrolled in the Group-sponsored medical plan may not enroll in this Plan.
- 3.1.5. For Groups that elect voluntary enrollment, there is no participation requirement. All other enrollment requirements apply.

3.2. Premium

- 3.2.1. Group shall submit a list of Enrolled Persons to DDWA prior to the beginning of each monthly eligibility period.
- 3.2.2. Group shall permit DDWA, at DDWA's expense, on reasonable advance written notice, to inspect eligibility records to verify the accuracy of information submitted to DDWA. An equitable adjustment of Premium shall be made in the event of errors or delays in reporting eligibility.
- 3.2.3. DDWA shall not be obligated to recoup any funds paid to providers for treatment performed in good faith that the patient's eligibility was current and accurate at the time of treatment.
- 3.2.4. Legislative Surcharge Clause: If any governmental unit imposes any new tax or assessment or increases the rate of any current tax or assessment that is measured directly by the payments made to DDWA by Group, or payment made by DDWA for claims, then DDWA is authorized to increase the monthly Premium by the amount of such new tax, assessment or increase, or pass through the exact tax amount to the Group separately.
- 3.2.5. In the event the number of Enrolled Persons reported by Group in three consecutive months is less than the minimum enrollment requirement indicated on the Declaration Page, increases or decreases by 20 percent or more, or if the composition of the Group changes significantly, DDWA may, at its discretion, terminate this Contract or propose an adjustment in Premium, Covered Dental Benefits, or Payment Levels.
- 3.2.6. If Group does not agree to the proposed adjustment within 30 days, DDWA may terminate this Contract at the end of the month for which Premium had been received by DDWA prior to the date of such notice to Group and in accordance with the provisions of this Contract.
- 3.2.7. The monthly Premium indicated on the Declaration Page will be remitted fully by Group as invoiced.

3.3. Invoicing and Payment

- 3.3.1. The Group shall pay the full invoiced amount to DDWA on or before the first day of each calendar month for which benefits are to be provided.

- 3.3.2. Payment of Premium is by Electronic Funds Transfer (EFT) unless other specific payment methods are approved by DDWA.
- 3.3.3. If Group objects to any portion of an invoice, Group will notify DDWA prior to the payment due date and specify the amount and cause of the dispute. Group will pay any undisputed amounts in a timely manner. Any disputed invoiced amounts will be resolved by direct good faith negotiation between DDWA and Group. Group will provide DDWA with a *.csv, *.xlsx or similar file type which contains sufficient detailed information regarding the disputed amounts to allow for reconciliation.
- 3.3.4. If payment is not received within 30 days, DDWA may give written notice that payment is past due and may, at its discretion, terminate all benefits and be released from all further obligations as set forth herein.
- 3.3.5. No person shall be entitled to benefits under this Contract during any month for which Premium payment has not been received by DDWA.

4. Benefits and Benefit Disputes

4.1. Benefits

- 4.1.1. Covered Dental Benefits, Limitations, and Exclusions are as described in the Certificate of Coverage and are subject to the Plan Maximum and deductible as defined on the Declaration Page.
- 4.1.2. Covered Dental Benefits are available for an Enrolled Person from the effective date of their coverage until such enrollment terminates.
- 4.1.3. The percentages of the Maximum Allowable Fee, Filed Fee, or the Dentists' actual charges payable by DDWA for Covered Dental Benefits provided to an Enrolled Person are defined on the Declaration Page.
- 4.1.4. To determine Covered Dental Benefits for certain treatments, DDWA may require an Enrolled Person to obtain an independent examination from a DDWA-appointed Dentist. DDWA will pay all the charges incurred for this examination.

4.2. Providers

- 4.2.1. Payment for services provided by a Delta Dental Participating Dentist will be made directly to the Dentist. Contracts between DDWA and its Delta Dental Participating Dentists provide that, if DDWA fails to pay the Dentist any amount owed, the Enrolled Person shall not be liable to the Dentist for any sums owed by DDWA.
- 4.2.2. An Enrolled Person may elect the services of any licensed Dentist. DDWA is not responsible for availability of any particular licensed Dentist. DDWA shall not be held liable for any act or omission on the part of the selected Dentist.
- 4.2.3. DDWA shall be entitled to receive from any attending Dentist, or from hospitals in which a Dentist's care is rendered, any records relating to treatment rendered to an Enrolled Person as may be required in the administration of claims.
- 4.2.4. The provider dispute resolution process as outlined in individual provider contracts is available upon request.
- 4.2.5. Delta Dental Participating Dentists are credentialed by DDWA and are subject to the Member Dentist Agreement and Member Dentist Rules and Regulations.
- 4.2.6. Fees paid to a provider for Covered Dental Benefits under this Plan are based on the lesser of the provider's actual fee or the Maximum Allowable Fee of the fee schedule defined below:

PPO National Plan	
Provider Type	Fee Schedule
Delta Dental PPO Participating Dentist	PPO Participating Dentist – State Specific
Delta Dental Premier Participating Dentist	Premier Participating Dentist – State Specific
Non-Participating Dentist in Washington State	DDWA's Non-Participating Dentist
Non-Participating Dentist out of Washington State	Non-Participating Dentist – State Specific

5. Plan Details

5.1. Plan Maximum

- 5.1.1. The maximum amount payable by DDWA for Class I, II, and III Covered Dental Benefits per Enrolled Person during each Benefit Period is indicated on the Declaration Page. Charges for dental procedures requiring multiple treatment dates shall be considered incurred on the date the service is completed. Amounts for such procedures shall be applied to the Plan Maximum based on such incurred date.
- 5.1.2. If Orthodontic Benefits are covered, the Annual or Lifetime Maximum amount payable by DDWA for Orthodontic Benefits provided to an Enrolled Person will be indicated on the Declaration Page. If Orthodontic Benefits are covered for children only, the maximum will apply only to those members.
- 5.1.3. If Temporomandibular Joint (TMJ) services are covered, the Annual or Lifetime Maximum amount payable by DDWA for dental services related to the treatment of TMJ disorders will be indicated on the Declaration Page.

5.2. Plan Coinsurance

Plan Coinsurance amounts are indicated on the Declaration Page.

5.3. Plan Deductible

- 5.3.1. The Plan deductible, if elected, is indicated on the Declaration Page.
- 5.3.2. Deductibles may apply to In-Network and Out-of-Network combined, In-Network and Out-of-Network separately, or for Out-of-Network only, as indicated on the Declaration Page.
- 5.3.3. DDWA is not obligated to pay for Covered Dental Benefits until the deductible amount is satisfied during each Benefit Period for each individual, unless the family deductible has been met during that Benefit Period. The family deductible is accrued by deductible payments of the Enrolled Employee or any Enrolled Dependent.
- 5.3.4. Any elected deductible is waived on designated classes of benefits as indicated on the Declaration Page.

5.4. Incentive Level

- 5.4.1. The incentive level elected by Group is indicated on the Declaration Page.
- 5.4.2. If individual incentive level is elected, the following process will establish the incentive level:
 - a. Each Enrolled Person will establish their own individual incentive period, which is 12 consecutive calendar months. The initial incentive period begins on the first day of the month during which an Enrolled Person first utilizes dental services available under this Plan. Thereafter, this month establishes the changeover date of the Enrolled Person from one Payment Level to the next. Each Enrolled Person, through Plan utilization, establishes their own Payment Levels.
 - b. During the first incentive period in which benefits under the Plan are utilized by an Enrolled Person, DDWA shall pay the minimum percentage as shown in the Declaration Page. During each successive incentive period in which benefits are utilized, the Payment Level shall be increased 10 percentage points to the maximum shown in the Declaration Page.
 - c. If an Enrolled Person fails to use benefits during an incentive period, the payment level will be decreased by 10 percentage points from the last utilized level. An additional 10 percentage point decrease will happen for each successive incentive period during which benefits are not used until the Enrolled Person reaches the minimum payment level specified in the Declaration Page.
- 5.4.3. If group incentive level is elected, the following process will establish the incentive level:
 - a. Each Enrolled Person will follow the group incentive period, which is the 12 consecutive months that are the Benefit Period indicated on the Declaration Page. The initial incentive period begins on the Benefit Period start date. Thereafter, the Benefit Period start date establishes the changeover date of the Enrolled Person from one Payment Level to the next. Each Enrolled Person, through Plan utilization, establishes their own Payment Levels.

- b. During the first incentive period in which benefits under the Plan are utilized, DDWA shall pay the minimum percentage as shown in the Declaration Page. During each successive incentive period in which benefits are utilized, the Payment Level shall be increased 10 percentage points to the maximum shown in the Declaration Page.
- c. If an Enrolled Person fails to use benefits during an incentive period, the payment level will be decreased by 10 percentage points from the last utilized level. An additional 10 percentage point decrease will happen for each successive incentive when benefits are not used until the Enrolled Person reaches the minimum payment level specified in the Declaration Page.

5.4.4. If Incentive provisions do not apply to a Covered Benefit, it will be indicated on the Declaration Page.

6. DDWA's Obligations

6.1. Certificates of Coverage

- 6.1.1. DDWA will issue to Group an electronic version of the Certificate of Coverage for this Plan in the form of a standard DDWA benefit booklet, which summarizes the Covered Dental Benefits and other essential features of the Plan. If any amendment to this Contract materially affects any benefits described in booklets, electronic versions of corrected booklets or booklet inserts showing the change will be issued to Group. Generally, new Booklets and/or Inserts are not issued mid-Contract Term unless as otherwise specified in this Contract.
- 6.1.2. Upon receipt of a written request, DDWA will provide to Group one printed booklet for each employee enrolled in the Plan, plus an additional ten percent for a reserve supply. Group will reimburse DDWA for any additional costs due to variation in booklet size or paper requested by Group. DDWA will have booklets delivered to Group within 15 business days after receipt of a signed booklet approval form from Group.

6.2. Confirmation of Treatment and Cost

- 6.2.1. DDWA will provide descriptions of Confirmation of Treatment and Costs, claim review, and complaint and appeal procedures in the benefit booklets issued to Group.
- 6.2.2. If a Dentist or an Enrolled Person submits a request for a Confirmation of Treatment and Cost, DDWA will provide a Confirmation of Treatment and Cost for the Enrolled Person. Such Confirmation of Treatment and Cost will be valid when issued based on the information available at that time. A Confirmation of Treatment and Costs is not an authorization for services nor a guarantee of payment but is a notification of Covered Dental Benefits available.

6.3. Quality Management

DDWA may utilize its Quality Management and Clinical Review processes to provide professional review of the adequacy, appropriateness, and alignment with DDWA's established clinical criteria of services rendered to Enrolled Persons.

6.4. Provider Directories

DDWA shall provide Delta Dental Participating Dentist Directories to Group. This directory is available online and may also be requested by telephone as indicated in the Certificate of Coverage. It is understood that the composition of such directory is subject to change. DDWA reserves the right to change the directory without notice.

6.5. Dental Services Obligations

- 6.5.1. DDWA shall not be obligated to make payment for any services rendered to a person who is not an Enrolled Person at the time the services were performed.
- 6.5.2. Nothing contained in this Contract shall be construed as obligating DDWA to render dental services; its sole obligation being to pay the agreed-upon portion of Dentist's charges for Covered Dental Benefits in accordance with the terms of this Contract.

7. Group's Obligations

7.1. Notification to Enrolled Employees

Group shall provide information to all Enrolled Employees as to the existence and terms of this Contract. Group shall make the Certificate of Coverage available to each Enrolled Employee.

7.2. Summary Plan Descriptions

If Group elects to prepare and print its own summary plan description, it does so at its own risk and expense. The Group-prepared summary plan description must be based on the most current Certificate of Coverage provided by DDWA, and will be for informational purposes only, not incorporated into this Contract. Group is responsible for assuring the accuracy of any summary plan description that it elects to prepare and distribute. DDWA is not obligated to review or approve any summary plan description prepared by Group, and will not provide any warranty for the content of the Group-produced summary plan description.

7.3. Execution of Contract

7.3.1. Group shall sign and return any and all Contract documents within 30 days of the effective date or the date DDWA sends the Contract document to Group or its authorized representative or agent, whichever is later.

7.3.2. If a signed Contract is not received by DDWA from the Group or the Group's legal representative(s) by the effective date, but Group remits Premium, both parties agree to perform under this Contract in good faith until a signed Contract is received, or until a notice of termination is received as detailed herein.

8. General Provisions

8.1. Modification

No change in this Contract shall be valid unless evidenced by written amendment signed by an authorized representative or agent of DDWA and an authorized representative or agent of Group.

8.2. Legal Action

Legal action to recover benefits provided for in this Contract may not be initiated prior to 60 days after receipt of claim by DDWA. In addition, such legal action must commence within six years from the date the claim was received by DDWA.

8.3. Severability

Any provision of this Contract that is in conflict with any governing law or regulation of the State of Washington is hereby amended to comply with the minimum requirements of such law or regulation.

8.4. Indemnification

8.4.1. DDWA shall indemnify and hold harmless Group, its affiliates and their respective directors, officers, employees, and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from DDWA's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.4.2. Group shall indemnify and hold harmless DDWA, its affiliates and their respective directors, officers, employees and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from Group's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.5. Force Majeure

In the event DDWA is unable to perform its obligations under this Contract by reason of fire, casualty, lockout, strike, labor condition, riot, war, act of God or by ordinance, law, order or decree of any legally constituted authority, then this Contract may, at the option of DDWA, be suspended. During any period of suspension, DDWA shall not be required to perform any service under this Contract, nor shall DDWA be liable for any damages arising from any event that precipitated the suspension. If this Contract is suspended pursuant to this provision, Group's obligation to make Premium payments shall also be suspended for the same period of time.

8.6. Privacy

DDWA and Group will act in accordance with applicable state and federal privacy requirements and disclosure requirements, such as the Gramm-Leach-Bliley Act (GLBA) and the Health Insurance Portability and Accountability Act (HIPAA), including any applicable regulations.

8.7. Domestic Partnership and Gender

For the purposes of this Contract, the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family shall be interpreted as applying equally to domestic partnerships or individuals in domestic partnerships as well as to marital relationships and married persons. References to dissolution of marriage shall apply equally to domestic partnerships that have been terminated, dissolved, or invalidated, to the extent that such interpretation does not conflict with federal law. Where necessary, gender-specific terms such as husband and wife used in any part of this Contract shall be construed to be gender neutral, and applicable to individuals in domestic partnerships. This definition does not change the election of the Group with regard to coverage for domestic partnerships.

8.8. Notice

Any notice under this Contract shall be sufficient if given by either Group or DDWA in writing to the other addressed to the office stated on the front page of this Contract or to such other address as may be designated by written notice to the other. The parties agree that notices regarding payment of premium or fees, billing issues, or renewals may be exchanged between the parties by electronic communication.

9. Termination

9.1. Termination Notice

This Contract may be terminated effective at the end of the term by either Group or DDWA, or by either party giving written notice to the other at least 30 days prior to the end of the Contract term, except as otherwise specifically provided herein.

9.2. DDWA Termination

9.2.1. DDWA may elect to terminate this Contract, without prior approval of the Washington State Insurance Commissioner, if any of the events outlined in this Section occur. Termination would be effective at the end of the month for which Premiums have been received by DDWA prior to the time of such election. If termination occurs, DDWA will provide written notice to Group. If DDWA elects to terminate because of default by Group, then Group shall be indebted to and agrees to pay DDWA the sum of all claims payments and expenses incurred for dental services rendered from the date of default until the date of termination, including costs of recovery.

9.2.2. Events that allow termination:

- a. A failure to pay Premium or perform Group's other obligations when due.
- b. Any violations of this policy.
- c. Change or implementation of federal or state health care reform laws that no longer permit the continued offering of such coverage.

9.2.3. Events that allow termination if the Group does not take corrective action consistent with their obligations under this Contract:

- a. Enrolled Persons committing fraudulent acts against DDWA.
- b. Enrolled Persons who materially breach the terms of this Contract.

9.3. Premium Reimbursement

If on termination of this Contract, Group has paid Premium to DDWA applicable to a period of time after the termination date, DDWA shall, within 30 days after notification of termination, return such portion of Premium to Group less any amounts due to DDWA. Additional time is allowed for account reconciliation, consistent with the runout period of this Contract, as indicated on the Declaration Page.

9.4. Reinstatement

9.4.1. DDWA, at its sole discretion, may allow reinstatement after termination for a breach of payment of Premiums or fees.

9.4.2. If DDWA accepts payment of Premium or fees, after termination of this Contract and without requiring a new application, the Contract is reinstated as though it had never terminated.

9.4.3. If DDWA does not accept payment of Premium or fees by notifying Group within 5 business days of such payment, the Contract will remain terminated.

9.4.4. DDWA may elect to issue a new Contract to Groups who previously terminated, which may differ in Premium or fees, benefits, coverage, or otherwise.

9.5. Expenses

Upon termination of this Plan, all claim payments and expenses incurred prior to the termination of the Plan, but not submitted to DDWA within the runout period after the date of treatment will be excluded from any benefit consideration. The timeframe for the runout period is indicated on the Declaration Page.