



**CITY COUNCIL REGULAR MEETING
MONDAY, FEBRUARY 10, 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

Public Comment

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

Consent

1. January 22, 2025, Claims in the Amount of \$427,265.52 Paid by EFT Transactions and Check Numbers 175074 through 175186 with Check Numbers 174272, 174466 and 174924 Voided
[012225.rtf](#)
2. January 24, 2025 Payroll in the Amount of \$1,99,963.27 Paid by EFT Transactions and Check Numbers 35544 though 35555

Review Bids

Public Hearings

3. An **Ordinance** Vacating a 20-Foot-Wide Portion of Unopened Alley Right-of-Way Occupying a Portion of Block 6 of SW 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. Specifically, the Alley of Block 6 Lying East of Cedar St. and West of the Burlington Northern Right-of-Way
Recommended Motion: I move to adopt Ordinance No._____.
[05 Matheus Vacation Ordinance.docx](#)
[01 Matheus Petition \(Revised\).pdf](#)
[02 Matheus Vicinity Map.pdf](#)
[03 Matheus Exhibits.pdf](#)
[04 Matheus Appraisal.pdf](#)
[06 Matheus Alley - Public Notice.pdf](#)
[R-2564 - Establishing February 10, 2025, as the Date a Public Hearing to Consider the Vacation of an Unopened Alleyway Adjacent .pdf](#)

New Business

4. A **Resolution** authorizing the investment of City funds in the Local Government Investment Pool
Recommended Motion: I move to adopt Resolution No._____.
[Resolution _ - LGIP_Fund_Authorization_2025.pdf](#)
[LGIP Authorization Form 2025 Completed.pdf](#)
[LGIP Money Market Fund - Prospectus 2025.pdf](#)
5. An **Ordinance** Affirming the Recommendation of the Hearing Examiner for the Lakewood Heights Subdivision and Rezoning Approximately 1.38 Acres from Mixed Use to R-6.5 Single Family, High Density (R-6.5), and 1.64 Acres from R-6.5 to Mixed Use and Amending the Official Zoning Map of the City.
Recommended Motion: I move to adopt Ordinance No. _____.
[Ord. Lakewood Heights Rezone.pdf](#)
6. An **Ordinance** Establishing a Residential Density Incentive Fund
Recommended Motion: I move to adopt Ordinance No._____.
[Ordinance - RDI Fund Codification.pdf](#)
7. Snohomish County Human Services First Responder Flex Fund
Recommended Motion: I move to authorize the Mayor to sign and accept the 2025 Snohomish County Human Services First Responder Flex Fund Grant in the amount of \$10,295.
[Proposed Contract - First Responder Flex Fund.pdf](#)
8. Washington Utilities and Transportation Commission Grant Acceptance
Recommended Motion: I move to authorize the Mayor to sign and accept the grant funds awarded by the Washington Utilities and Transportation Commission (UTC) from the Grade Crossing Protective Fund in the amount of \$12,067.69.
[Project_Agreement_Grade_Crossing_Protective_Fund.pdf](#)
[Washington_Utillities_And_Transportation_Commission.pdf](#)
9. Project Acceptance for the State Avenue "Phase II" Corridor Improvement Project,

104th Street NE to 116th Street NE

Recommended Motion: I move to authorize the Mayor to accept the State Avenue "Phase II" Corridor Improvement Project, starting the 60-day lien filing period for project closeout.

[Notice of Physical Completion.pdf](#)

10. An **Ordinance** Specifically Identifying Required Improvements on the 172nd Street NE Corridor

Recommended Motion: I move to adopt Ordinance No. _____

[Ordinance - 172nd Required Traffic Improvements Final.pdf](#)

11. Public Art Projects

Recommended Motion: I move to approve the covering of eight traffic wraps at a cost of \$56,312 and 66 flag banners costing \$9,495 using public art funds.

[O-3282 Amending the 2023-2024 Biennial Budget and Providing for Increase of Certain Expenditure Items.pdf](#)

[O-3276 Regarding Funding Public Art and Local Artists.pdf](#)

[Art Discussion February 2025.pdf](#)

Legal

Mayor's Business

12. Appointment of John Ray to the Planning Commission

[John Ray - Appointment to Planning Commission.pdf](#)

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 10, 2025

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: January 22, 2025, Claims in the Amount of \$427,265.52 Paid by EFT Transactions and Check Numbers 175074 through 175186 with Check Numbers 174272, 174466 and 174924 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[012225.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 1/22/2025 TO 1/22/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
175074	FIRST AMERICAN TITLE	CLOSING FUNDS - TWIN LAKES	GMA-PARKS	3,022.16
175075	NEWREZ LLC	REQUIRED PAY DOWN TO LOAN	GMA - STREET	14,812.17
175076	911 SUPPLY INC.	CREDIT FOR JACKET - ALBANESE	POLICE INVESTIGATION	-153.15
	911 SUPPLY INC.	UNIFORM - WILLIAMS	POLICE PATROL	22.94
	911 SUPPLY INC.	UNIFORM - CARLILE	POLICE PATROL	242.46
	911 SUPPLY INC.	UNIFORM - ALBANESE	POLICE INVESTIGATION	291.01
175077	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	75.00
	A & A LANGUAGE SERV		COURTS	105.16
	A & A LANGUAGE SERV		COURTS	190.00
	A & A LANGUAGE SERV		COURTS	230.30
175078	ALEXANDER PRINTING	PRINTING SERVICE	POLICE ADMINISTRATION	74.03
	ALEXANDER PRINTING		POLICE PATROL	90.69
175079	ALPHA COURIER INC	LAB SERVICE DELIVERY	WASTE WATER TREATMENT	143.36
175080	ANALYTICAL SERVICES	LAB ANALYSIS	WATER QUAL TREATMENT	550.00
	ANALYTICAL SERVICES	LAB SAMPLING	WATER QUAL TREATMENT	1,100.00
175081	ARCINIEGA, ARMANDO	UB REFUND	GARBAGE	30.25
175082	ASSOC OF SHERIFFS	ANNUAL ACCREDITATION FEE	POLICE ADMINISTRATION	3,000.00
175083	AT&T MOBILITY LLC	PHONE	CITY CLERK	45.60
	AT&T MOBILITY LLC		WASTE WATER TREATMENT	45.60
	AT&T MOBILITY LLC		ENGR-GENL	91.20
	AT&T MOBILITY LLC		LEGAL - PROSECUTION	91.20
	AT&T MOBILITY LLC		COMMUNITY	136.80
	AT&T MOBILITY LLC		PERSONNEL ADMINISTRATION	136.80
	AT&T MOBILITY LLC		UTIL ADMIN	136.80
	AT&T MOBILITY LLC		GIS SERVICES IS	182.40
	AT&T MOBILITY LLC		FINANCE-GENL	182.40
	AT&T MOBILITY LLC		MUNICIPAL COURTS	228.00
	AT&T MOBILITY LLC		LEGAL-GENL	228.00
	AT&T MOBILITY LLC		OFFICE OPERATIONS	319.20
	AT&T MOBILITY LLC		FACILITY MAINTENANCE	319.20
	AT&T MOBILITY LLC		EXECUTIVE ADMIN	501.60
	AT&T MOBILITY LLC		POLICE INVESTIGATION	638.40
	AT&T MOBILITY LLC		POLICE ADMINISTRATION	740.47
	AT&T MOBILITY LLC		DETENTION & CORRECTION	820.80
	AT&T MOBILITY LLC		COMMUNITY SERVICES UNIT	866.40
	AT&T MOBILITY LLC		COMPUTER SERVICES	924.65
	AT&T MOBILITY LLC		POLICE PATROL	2,955.33
175084	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	172.00
175085	BIO CLEAN, INC	DECONTAMINATION - VEHICLE P178	DETENTION & CORRECTION	492.30
175086	BLEACHERS GRILL	FOOD FOR SENIOR LUNCH	RECREATION SERVICES	437.60
175087	BOSA, LAWRENCE & DON	UB REFUND	WATER/SEWER OPERATION	282.88
175088	BRUNNER, SHERRY	UB REFUND	WATER/SEWER OPERATION	94.78
175089	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
175090	CATERING BY TARA	CATERING FOR DUELING PIANOS	OPERA HOUSE	3,614.57
175091	CATHOLIC COMMUNITY	CHORE SERVICES	COMMUNITY	268.05
	CATHOLIC COMMUNITY		COMMUNITY	419.05
	CATHOLIC COMMUNITY		COMMUNITY	495.59
	CATHOLIC COMMUNITY		COMMUNITY	499.34
	CATHOLIC COMMUNITY		COMMUNITY	514.60
	CATHOLIC COMMUNITY		COMMUNITY	527.20
175092	CHARM-TEX, INC.	JAIL SUPPLIES	GENERAL FUND	-75.28
	CHARM-TEX, INC.		DETENTION & CORRECTION	876.08

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175093	CNR INC	LABOR	COMPUTER SERVICES	92.44
	CNR INC		COMPUTER SERVICES	277.33
	CNR INC	LICENSING RENEWAL	COMPUTER SERVICES	10,497.08
175094	CODE PUBLISHING	MUNICIPAL CODE WEB UPDATE	CITY CLERK	1,007.58
	CODE PUBLISHING	MUNICIPAL CODE - LEGACY	CITY CLERK	1,799.63
175095	CREATIVE PRODUCT SOU	CRIME PREVENTION STICKERS	GENERAL FUND	-91.55
	CREATIVE PRODUCT SOU		CRIME PREVENTION	1,065.50
175096	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	128.96
175097	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	72.34
175098	CUMMINS NORTHWEST	GENERATOR LOAD BANK	WATER FILTRATION PLANT	2,533.20
175099	DICKS TOWING	TOWING - RV DISPOSAL	POLICE PATROL	622.96
	DICKS TOWING		POLICE PATROL	1,389.96
175100	DMCJA	DMCJA MEMBERSHIP	MUNICIPAL COURTS	2,640.00
175101	DUCE, COLLEEN	STATUTORY EVALUATION ALLOWANCE	GMA - STREET	750.00
175102	EGGERTSEN, BURTON	REIMBURSEMENT - SUPPLIES	LEGAL-GENL	54.76
175103	ENVIRONMENTAL SCIENC	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	12,112.29
175104	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
175105	EYLANDER, PATRICIA	UB REFUND	WATER/SEWER OPERATION	28.52
175106	FEDEX	SHIPPING	SOURCE OF SUPPLY	206.15
175107	FIRST AMERICAN TITLE	TITLE REPORT - UPDATED	GMA - STREET	109.90
175108	GRAY AND OSBORNE	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	5,439.57
	GRAY AND OSBORNE		SURFACE WATER CAPITAL	6,580.03
175109	GUZMAN, DAVID JACOB	9420 60TH DR NE	GARBAGE	419.14
175110	HALL, JUSTIN	UB REFUND	WATER/SEWER OPERATION	376.77
175111	HANSEN, MICHAEL	WATER/SEWER CONSERVATION REBATE	UTIL ADMIN	50.00
175112	HARRINGTON INDUST.	PIPE, FLANGE, COUPLINGS	WATER FILTRATION PLANT	4,227.25
175113	HARTLEY, GLENN	WATER/SEWER CONSERVATION REBATE	UTIL ADMIN	50.00
175114	HERETH, DICK	UB REFUND	WATER/SEWER OPERATION	115.65
175115	HICKS, MICHAEL ALLYS	UB REFUND	WATER/SEWER OPERATION	223.28
175116	J. THAYER COMPANY	OFFICE SUPPLIES	WATER QUAL TREATMENT	224.38
175117	KAUR, KARAMJIT	UB REFUND	WATER/SEWER OPERATION	240.13
175118	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	54.88
175119	KBHPNW LLC		WATER/SEWER OPERATION	109.76
175120	KBHPNW LLC		WATER/SEWER OPERATION	116.76
175121	KBHPNW LLC		WATER/SEWER OPERATION	58.38
175122	KBHPNW LLC		WATER/SEWER OPERATION	54.88
175123	KBHPNW LLC		WATER/SEWER OPERATION	61.88
175124	KBHPNW LLC		WATER/SEWER OPERATION	54.88
175125	KBHPNW LLC		WATER/SEWER OPERATION	54.88
175126	KRAVCHUN, OLEG R	WATER/SEWER CONSERVATION REBATE	UTIL ADMIN	50.00
175127	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	182.26
175128	LABOR & INDUSTRIES	L&I4TH QTR	OPERA HOUSE	1.15
	LABOR & INDUSTRIES		RECREATION SERVICES	106.30
	LABOR & INDUSTRIES		POLICE PATROL	685.09
175129	LASTING IMPRESSIONS	SHIRTS - BASKETBALL	RECREATION SERVICES	4,468.65
175130	LEIRA	MEMBERSHIP RENEWAL - COSBY	OFFICE OPERATIONS	50.00
175131	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	54.88
175132	LGI HOMES WASHINGTON		WATER/SEWER OPERATION	25.00
175133	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	243.14
175134	MAKENA, SHANNON	REFUND - TEEN ART	PARKS-RECREATION	54.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 1/22/2025 TO 1/22/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
175135	MARYSVILLE FIRE	EMERGENCY AID SERVICE	FIRE-EMS	-246.42
	MARYSVILLE FIRE		FIRE-EMS	1,392.76
175136	MCKESSON MEDICAL	JAIL SUPPLIES	DETENTION & CORRECTION	298.23
175137	MPA	MPA MEMBERSHIP - HORNUNG, EVANS	PROBATION	100.00
175138	MULLER, STEVE	REIMBURSEMENT CITY SUMMIT	CITY COUNCIL	344.00
175139	NORTH CENTRAL LABORA	LAB SUPPLIES	WATER/SEWER OPERATION	-54.06
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	629.16
175140	NORTON, KAMILLE	REIMBURSEMENT - PERDIEM	CITY COUNCIL	344.00
175141	NOTEWORTHY PRODUCT.	DUELING PIANOS	OPERA HOUSE	3,150.00
175142	PAULAT, IOANA	INTERPRETER SERVICE	COURTS	150.00
175143	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	11,769.16
	PGC INTERBAY LLC		MAINTENANCE	16,353.62
175144	PLATT ELECTRIC	LAMPS	SEWER LIFT STATION	61.44
	PLATT ELECTRIC	LABEL PRINTER KIT, MOTION SENSOR	SEWER LIFT STATION	85.35
	PLATT ELECTRIC	PARTS FOR OPERA HOUSE	OPERA HOUSE	106.71
	PLATT ELECTRIC	LABEL MAKER, SWITCH	SOURCE OF SUPPLY	109.39
	PLATT ELECTRIC	BREAKER	OPERA HOUSE	116.11
	PLATT ELECTRIC	LABEL MAKER, SWITCH	WASTE WATER TREATMENT	243.34
	PLATT ELECTRIC	PARTS FOR ROOF LIGHTS	PARK & RECREATION FAC	537.76
175145	POSTAL SERVICE	PERMIT #80/STANDARD MAIL	RECREATION SERVICES	7,791.02
175146	POWERDMS, INC	POWER READY SUBSCRIPTION	POLICE PATROL	3,945.88
	POWERDMS, INC	POWER TRAINING SUBSCRIPTION	POLICE PATROL	15,071.13
175147	PUD	WILDFLOWER PARK	PARK & RECREATION FAC	146.24
175148	PUD	ACCT #205195373	PARK & RECREATION FAC	33.50
	PUD	ACCT #220681340	STORM DRAINAGE	33.50
	PUD	ACCT #202461026	MAINT OF GENL PLANT	34.65
	PUD	ACCT #200973956	SEWER LIFT STATION	47.88
	PUD	ACCT #223919549	STREET LIGHTING	59.92
	PUD	ACCT #202794657	TRANSPORTATION	64.01
	PUD	ACCT #200448801	TRANSPORTATION	67.35
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	71.13
	PUD	ACCT #202288585	TRANSPORTATION	81.11
	PUD	ACCT #202303301	SEWER LIFT STATION	85.68
	PUD	ACCT #221115934	MAINT OF GENL PLANT	88.49
	PUD	ACCT #223514563	TRANSPORTATION	89.15
	PUD	ACCT #222664310	TRANSPORTATION	92.56
	PUD	ACCT #223735101	STREET LIGHTING	101.46
	PUD	ACCT #223154923	STREET LIGHTING	105.60
	PUD	ACCT #222664740	TRANSPORTATION	109.12
	PUD	ACCT # 224101675	ROADWAY MAINTENANCE	121.73
	PUD	ACCT # 222772634	TRANSPORTATION	127.11
	PUD	ACCT #202011813	PUMPING PLANT	130.67
	PUD	ACCT #223764663	SEWER LIFT STATION	138.58
	PUD	ACCT #222663973	TRANSPORTATION	156.84
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	158.65
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	168.58
	PUD	ACCT #222025900	PUMPING PLANT	175.43
	PUD	ACCT #201628880	WASTE WATER TREATMENT	199.65
	PUD	ACCT #220020531	STREET LIGHTING	206.69
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	237.96
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	338.60
	PUD	ACCT #201675634	WASTE WATER TREATMENT	390.89

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
175148	PUD	ACCT #220824148	WASTE WATER TREATMENT	408.26
	PUD	ACCT #201587284	WASTE WATER TREATMENT	757.55
	PUD	ACCT #202177333	MAINT OF GENL PLANT	904.97
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,005.54
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,398.83
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,574.97
	PUD	ACCT #202882098	STREET LIGHTING	10,260.96
	PUD	ACCT #202075008	WASTE WATER TREATMENT	11,317.46
	PUD	ACCT #202882098	STREET LIGHTING	16,049.21
	PUD	ACCT #201420635	WASTE WATER TREATMENT	17,521.75
	PUD	ACCT #201721180	WASTE WATER TREATMENT	30,297.26
175149	RAIN FOR RENT	EQUIPMENT RENTAL RETURN	STORM DRAINAGE	4,905.92
175150	RAVE WIRELESS INC	RAVE ALERT PLATFORM	EXECUTIVE ADMIN	18,490.94
175151	REICHHARDT & EBE ENG	PROFESSIONAL SERVICE	GMA - STREET	6,165.17
175152	SAPIDA, CESAR	UB REFUND	WATER/SEWER OPERATION	249.62
175153	SCCFOA	SCCFOA DUES	FINANCE-GENL	210.00
175154	SCORE	SCORE HOUSING - DEC 2024	DETENTION & CORRECTION	9,929.00
175155	SIEBERT, VINCE & KIM	UB REFUND	WATER/SEWER OPERATION	86.00
	SIEBERT, VINCE & KIM		WATER/SEWER OPERATION	117.00
175156	SNOHOMISH CO 911	MONTHLY MEMBER ASSESSMENT	COMMUNICATION CENTER	103,932.42
175157	SRV CONSTRUCTION	PAY EST 1/RETAINAGE	GMA-PARKS	-364.00
	SRV CONSTRUCTION		GMA-PARKS	7,964.32
175158	STANLEY, DIRK	REFUND - TAI CHI	PARKS-RECREATION	55.00
175159	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
175160	SUN BADGE CO	COMMANDERS BADGES	GENERAL FUND	-78.35
	SUN BADGE CO		POLICE ADMINISTRATION	911.85
175161	TAYLOR, DANIEL	REFEREES FOR BASKETBALL	RECREATION SERVICES	985.00
175162	THOMAS, DEREK	REIMBURSEMENT - LICENSE FEE	SEWER MAIN COLLECTION	75.00
175163	TUCKER, JEFF	UB REFUND	WATER/SEWER OPERATION	670.80
175164	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	231.68
175165	WORKMAN, ROBERT	UB REFUND	WATER/SEWER OPERATION	1,263.81
175166	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	82.44
175167	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	77.69
175168	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	69.85
175169	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	135.99
175170	ZIPLY FIBER	ACCT #3606534028	CITY HALL	143.81
175171	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	143.87
175172	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	173.98
175173	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	256.86
175174	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	70.38
175175	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	75.65
175176	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	88.87
175177	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	58.25
175178	ZIPLY FIBER	ACCT #3606583635	COMPUTER SERVICES	89.69
175179	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	33.23
	ZIPLY FIBER		MUNICIPAL COURTS	117.85
175180	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	116.30

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INVOICE LIST

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175180	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	116.31
175181	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	168.56
175182	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	392.92
	ZIPLY FIBER		SUNNYSIDE FILTRATION	425.68
175183	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	152.56
175184	ZIPLY FIBER	ACCT #3606594037	CITY HALL	142.27
175185	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	466.36
175186	ZIPLY FIBER	3606580637	COMPUTER SERVICES	504.20
WARRANT TOTAL:				<u><u>428,694.63</u></u>

KAMILLE NORTON	INITIATOR ERROR	VOID	174466	972.34
MPA TUKWILA MUNICIPAL COURT	INITIATOR ERROR	VOID	174924	80.00
JUSTIN WATTERS	INITIATOR ERROR	VOID	174272	376.77

<u>Reason For Voids:</u>				
Initiator Error			WARRANT TOTAL:	<u>\$427,265.52</u>
Check Lost/Damaged				
Unclaimed Property				



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 10, 2025

SUBMITTED BY: Senior Accounting Technician Karen Kussy, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: January 24, 2025 Payroll in the Amount of \$1,99,963.27 Paid by EFT Transactions and Check Numbers 35544 though 35555

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 10, 2025

SUBMITTED BY: Engineering Services Manager Ken McIntyre, Public Works

ITEM TYPE: Ordinance

AGENDA SECTION: **Public Hearings**

SUBJECT: An **Ordinance** Vacating a 20-Foot-Wide Portion of Unopened Alley Right-of-Way Occupying a Portion of Block 6 of SW 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. Specifically, the Alley of Block 6 Lying East of Cedar St. and West of the Burlington Northern Right-of-Way

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance 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 further extension alley further to the east. This small portion of remaining alley between Cedar Ave and the BNSF railroad tracks serves 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. Resolution No. 2564 was approved by City Council on January 13, 2025 to set a public hearing date for February 10, 2025. Staff recommends that the City Council hold a public hearing to consider the vacation and to approve the ordinance, subject to compensation of \$18,568.69 paid to the City by the petitioner.

ATTACHMENTS:

[05 Matheus Vacation Ordinance.docx](#)

[01 Matheus Petition \(Revised\).pdf](#)

[02 Matheus Vicinity Map.pdf](#)

[03 Matheus Exhibits.pdf](#)

[04 Matheus Appraisal.pdf](#)

[06 Matheus Alley - Public Notice.pdf](#)

[R-2564 - Establishing February 10, 2025, as the Date a Public Hearing to Consider the Vacation of an Unopened Alleyway Adjacent .pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, VACATING A 20 FOOT WIDE PORTION OF UNOPENED ALLEY RIGHT-OF-WAY OCCUPYING A PORTION 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. SPECIFICALLY, THE ALLEY OF BLOCK 6 LYING EAST OF CEDAR STREET AND WEST OF THE BURLINGTON NORTHERN RIGHT-OF-WAY.

WHEREAS, a petition for a right-of-way vacation was submitted on January 31, 2024, on behalf of MLC Reload, LLC, the owner of more than two-thirds of the property abutting the requested right-of-way vacation area, including the following Snohomish County Assessor Parcel Numbers: 00576200600700 and 00576200600900

WHEREAS, the petition sought to vacate a section of right-of-way identified as the alley of Block 6 of S.W. Sysco's addition to the town of Marysville, 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, which section of right-of-way is legally described in **Exhibits A & B**, and depicted in **Exhibit C** (hereafter referred to as the "Subject Right-of-Way"); and

WHEREAS, the Subject Right-of-Way was historically part of a larger subdivision, however, the Burlington Northern Railroad Tracks were subsequently extended through the area, blocking any potential for the alley to be extended further to the east, and

WHEREAS, the recently constructed Marysville Civic Campus and Comeford Park lie further to the east of the Subject Right-of-Way and BNSF rail line, additionally restricting the possibility of this right-of-way extending further to the east; and

WHEREAS, on January 13, 2025, the City Council adopted Resolution 2564, which established February 10, 2025 as the date on which a public hearing would be held to consider the vacation of the Subject Right-of-Way; and

WHEREAS, the Subject Right-of-Way is not needed for city operations; and

WHEREAS, the Subject Right-of-Way comprises 1,453 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 eighteen thousand five hundred sixty eight dollars and sixty nine cents (\$18,568.69), and

WHEREAS, the City Council will require compensation in the amount of \$18,568.69 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 **Exhibits A & B**, and depicted in **Exhibit C**, 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 eighteen thousand five hundred sixty eight dollars and sixty nine cents (\$18,568.69). The vacation of the Subject Right-of-Way will not become effective until the compensation 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



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 Chpter 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 City will not be responsible for maintenance of this small, unutilized area.

b. The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole:

This right-of-way is small, and currently unutilized as a public alley. Further extension of this alley is blocked by both the adjacent BNSF tracks, City Municipal Campus, and Comeford Park. No existing utilities exist within this corridor.

c. The public need shall not be adversely affected:

This small portion of right-of-way has not historically been used as an alley and cannot be extended due to it's proximity to the adjacent BNSF tracks, City Municipal Campus, and Comeford Park.

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270



MARYSVILLE
PUBLIC WORKS
Development Services

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

e. *No abutting owner will become landlocked or have his/her access substantially impaired:*
This right-of-way only currently provides access to the petitioner.

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

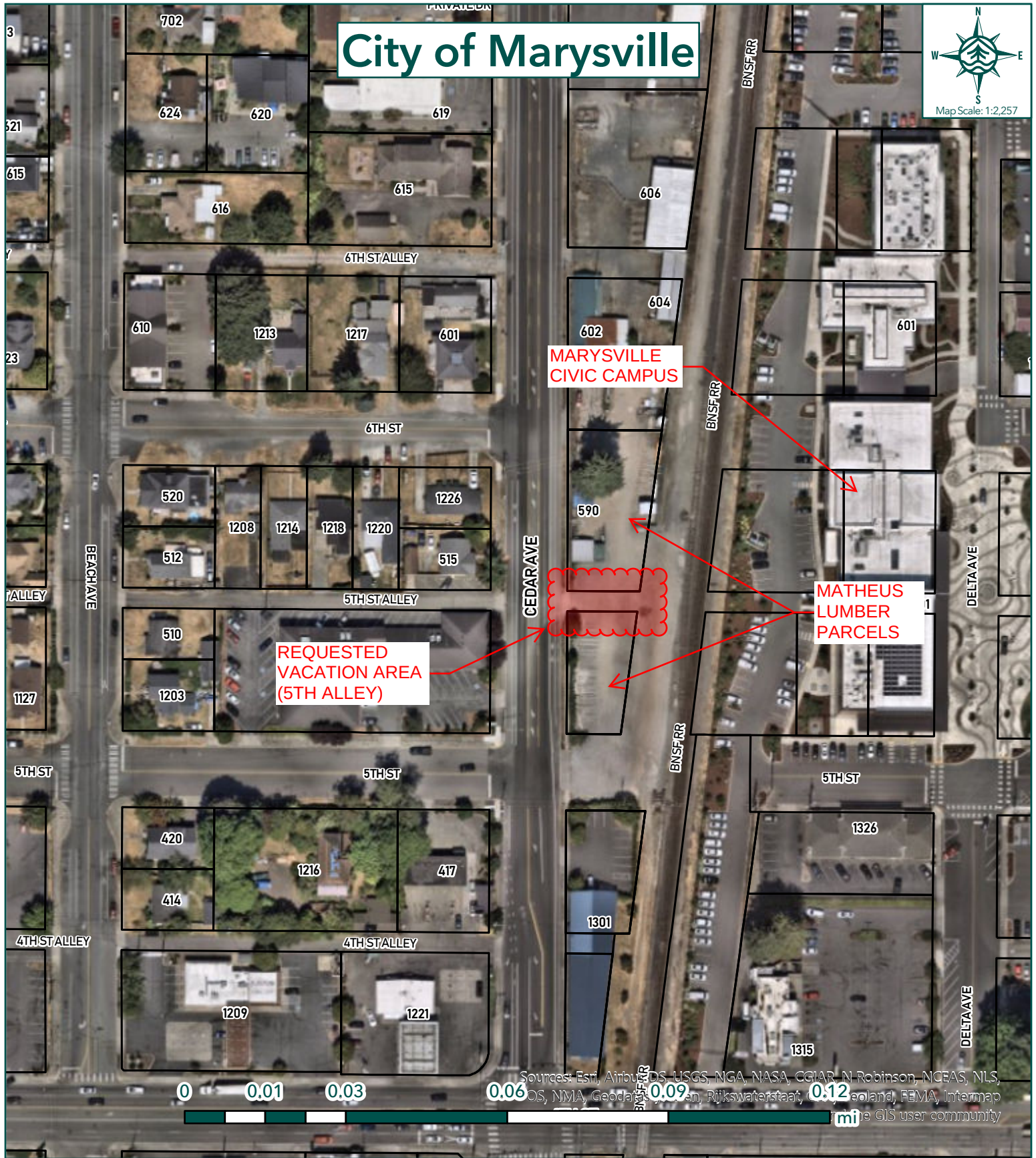
Dated this 13 day of January, 2025

LIST OF PETITIONERS			
Tax Parcel Number	Property Address	Property Owner Name	Property Owner Signature
00576200600700	Unassigned	MLC Reload, LLC	<i>[Signature]</i> 2/3/25
00576200600900	590 Cedar Ave	MLC Reload, LLC	<i>[Signature]</i> 2/3/25

(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

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. +\-

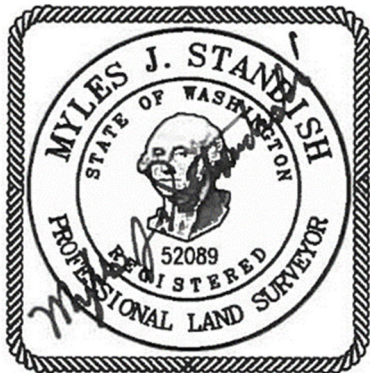


EXHIBIT "B"

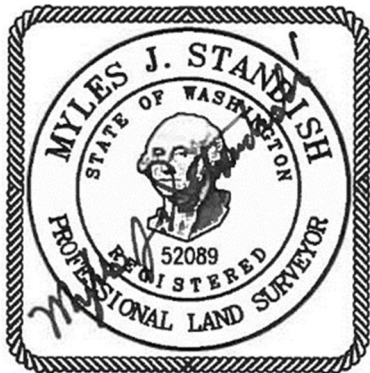
SOUTH HALF OF ALLEY

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

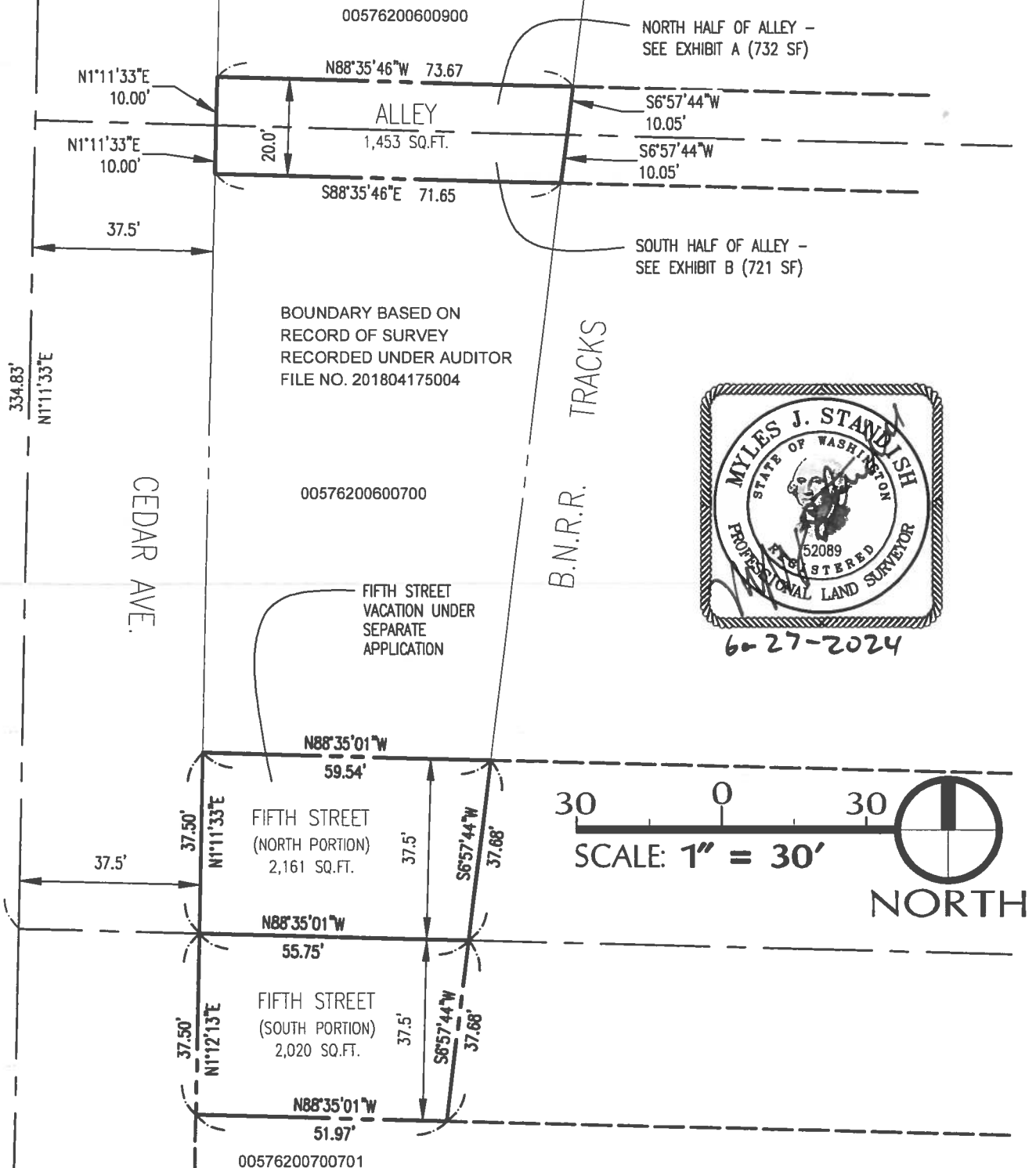
THAT PORTION OF THE SOUTH HALF OF THE ALLEY OF BLOCK 6 LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY.

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

CONTAINING 721 SQ.FT. +\-



SW/4 OF THE SW/4 OF SECTION 28, TOWNSHIP 30 N., RANGE 5 EAST, W.M.



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



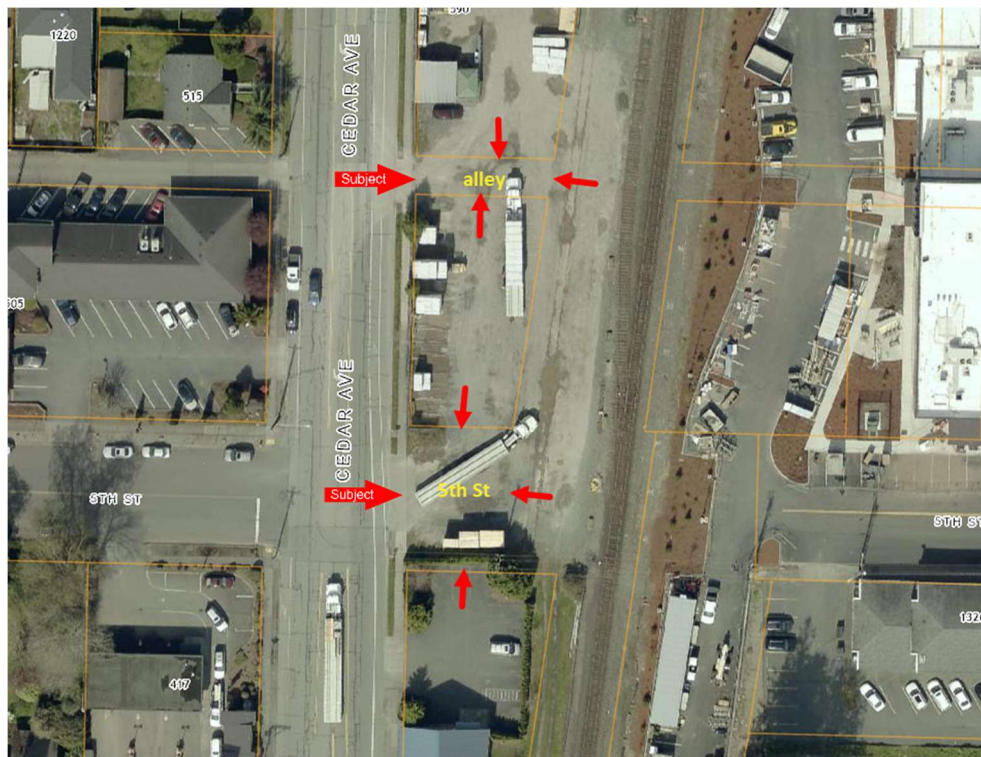
Looking east along 5th Street over Cedar Ave. Subject property includes 5th Street between Cedar Ave and the Burlington Northern Railroad property. New Marysville Civic Center is east of the Burlington Northern Railroad property. I took all photos on 6/4/2024.



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



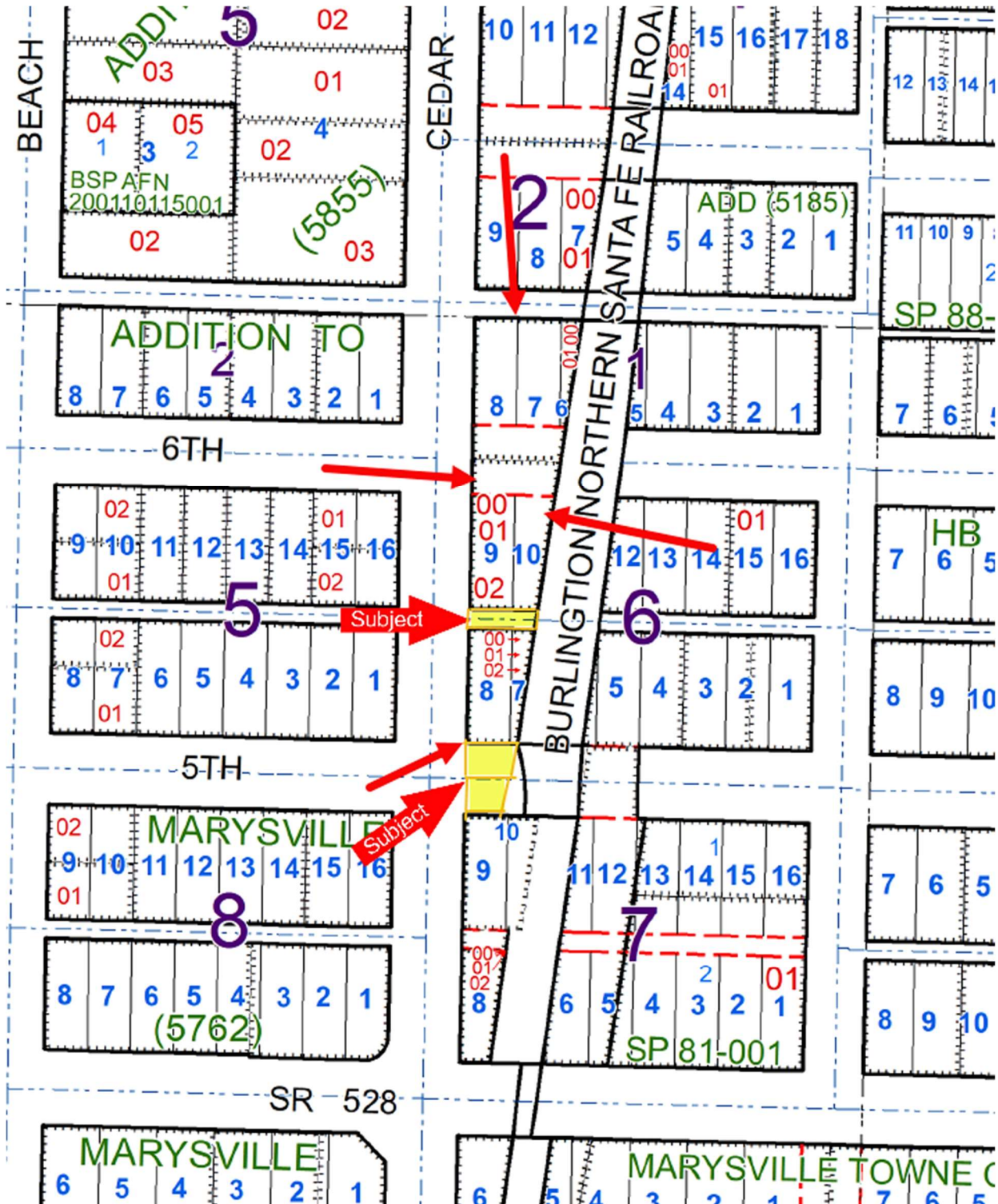
Looking east from Cedar Ave at subject alley. Arrows show the approximate north, west and south boundaries of this alley.



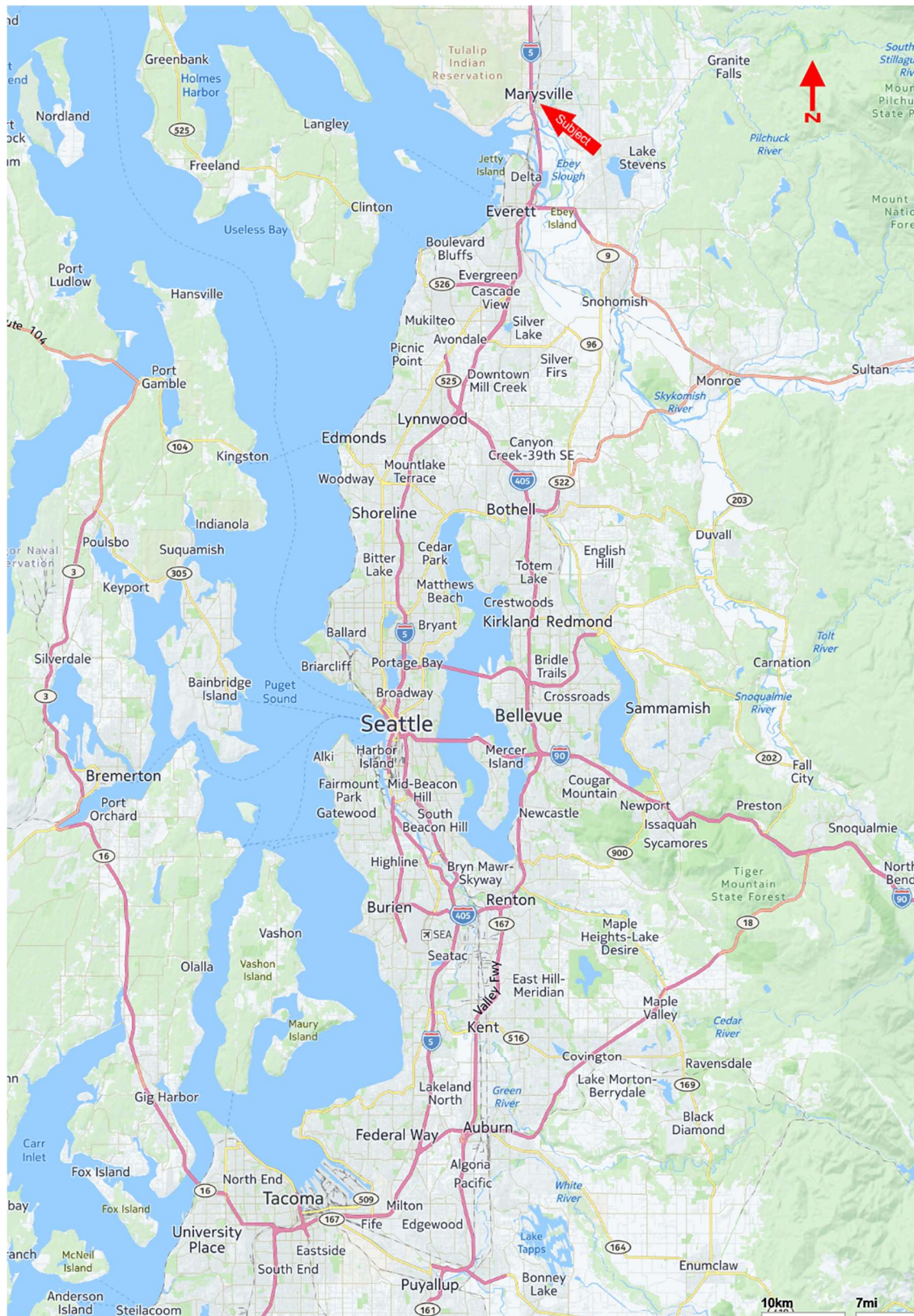
Snohomish County PDS aerial photo. Subject is the alley and 5th Street as outlined with arrows.

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;

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

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

CONTAINING 732 SQ.FT. +\-

SOUTH HALF OF ALLEY

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

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

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

CONTAINING 721 SQ.FT. +/-

NORTH HALF OF FIFTH STREET

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

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

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

CONTAINING 2,161 SQ.FT. +/-

SOUTH HALF OF FIFTH STREET

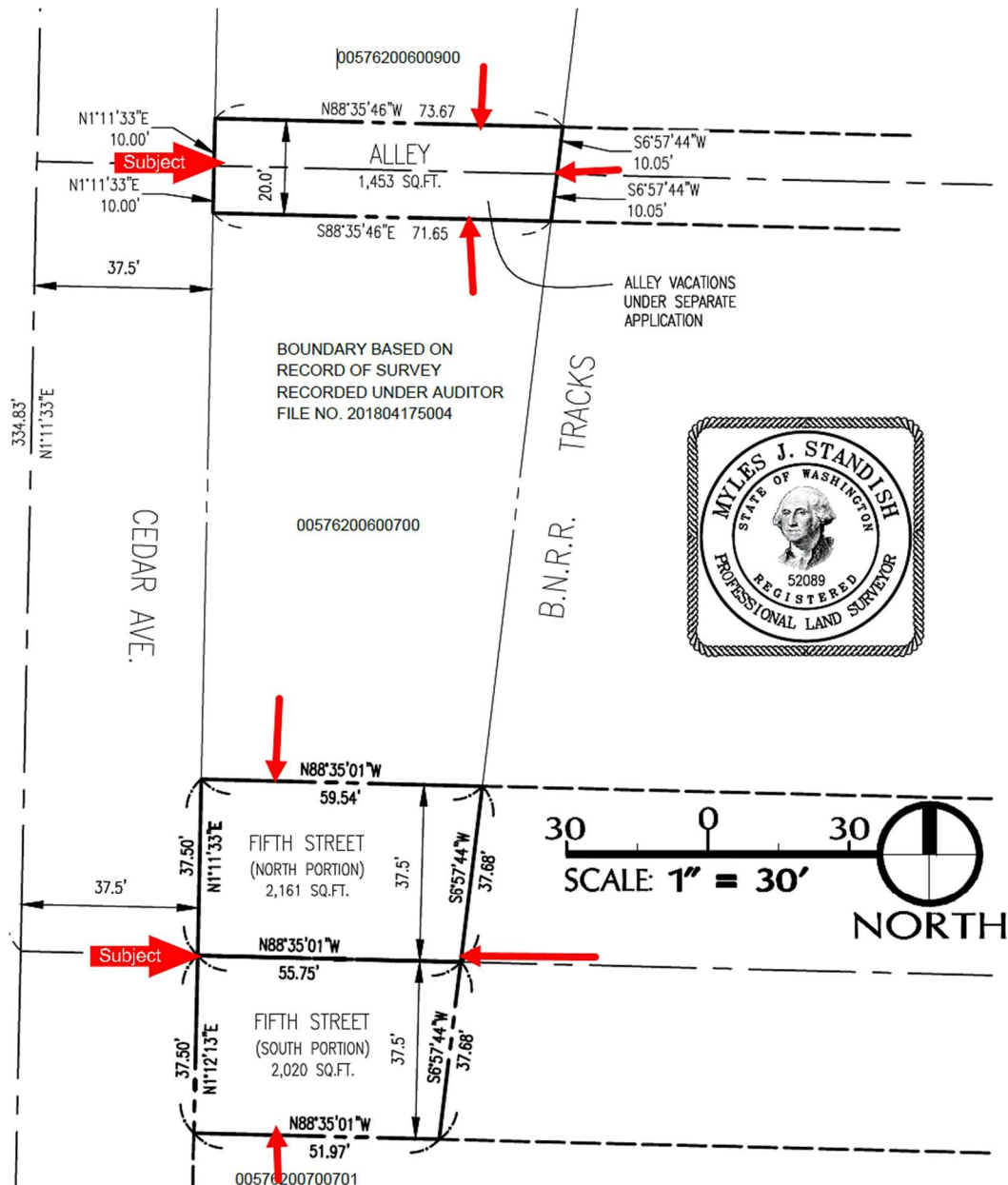
A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF FIFTH STREET OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS,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

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

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

CONTAINING 2,020 SQ.FT. +/-

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



Market Area Analysis – County, City and Neighborhood data

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

COUNTY DATA AND TRENDS

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

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

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

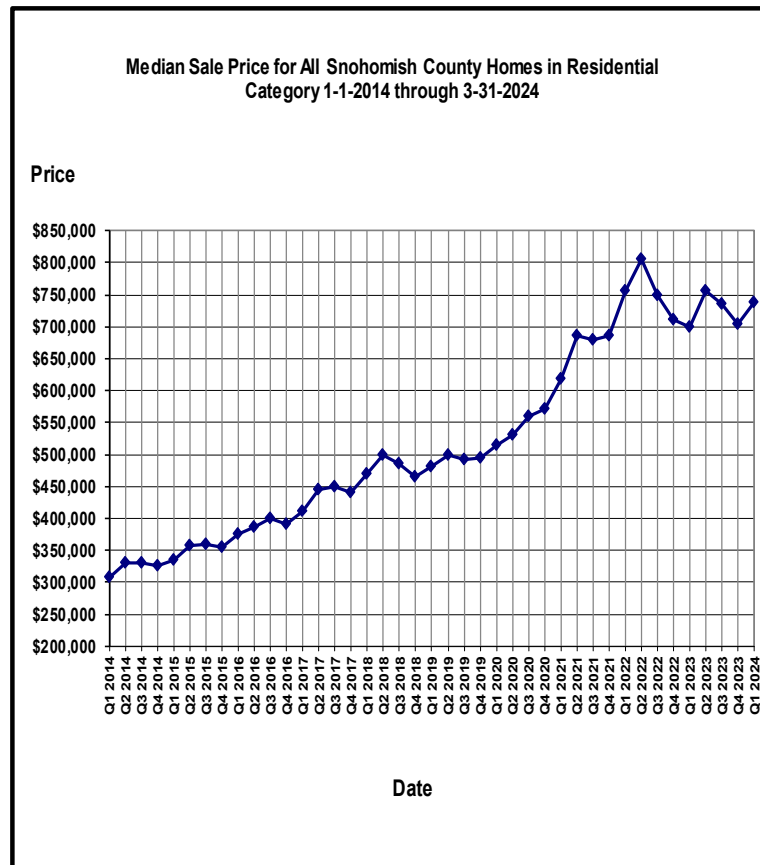
- **Population:** Growing population increases the demand for housing and for additional commercial and cultural services.

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

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

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

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



Calculations for average monthly change due to changing market conditions.

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

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

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

County Summary and Conclusion:

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

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

City Data and Trends

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

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

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

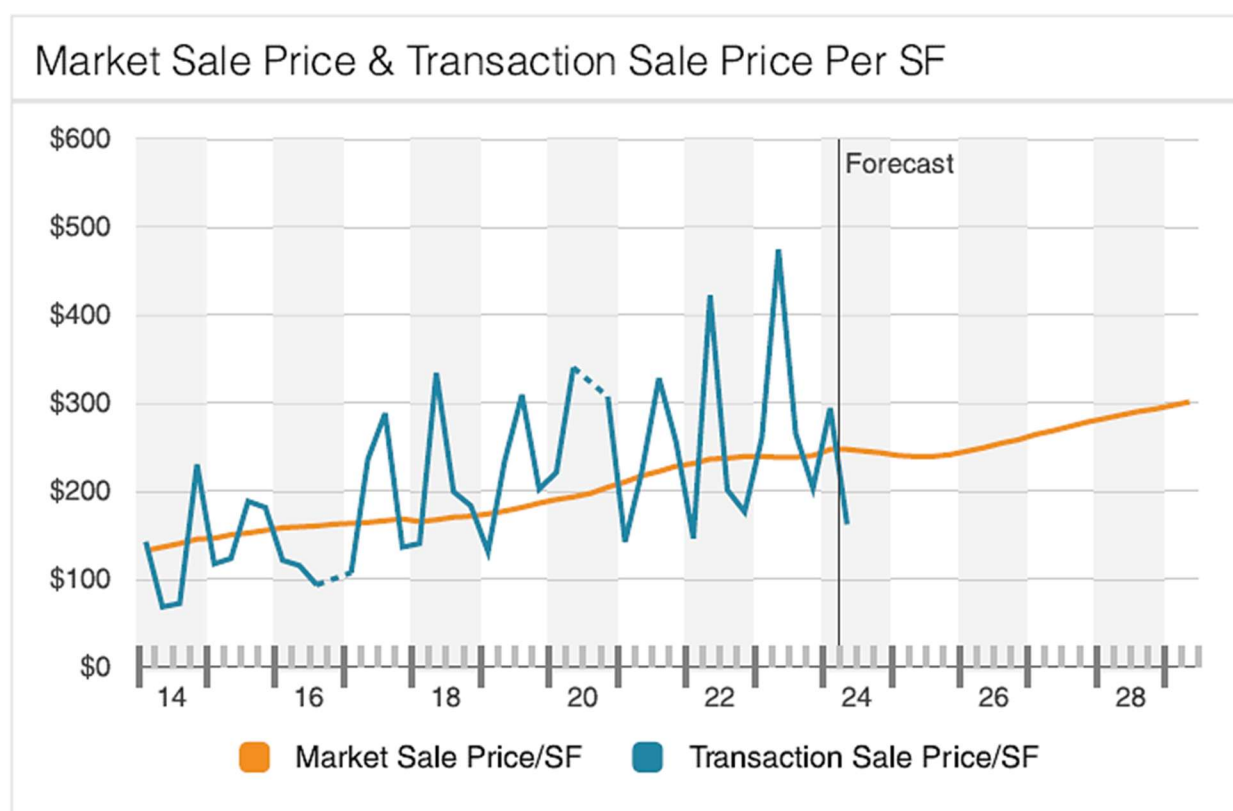
Median house price figures are from the NWMLS and contain properties with a Marysville address that are inside the city limits and in adjoining unincorporated Snohomish County that have the same 98270 zip code. The downward pressure from higher mortgage interest rates in mid-2022 is being countered by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

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

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

COSTAR DATA AND PRICE TRENDS

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



MARKET AREA – SUMMARY AND CONCLUSION

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

Subject Land Description

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

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

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

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

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

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

PHYSICAL CHARACTERISTICS

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

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

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

LEGAL CHARACTERISTICS

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

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

Site Summary and Conclusion

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

Zoning

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

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

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

Building Form

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

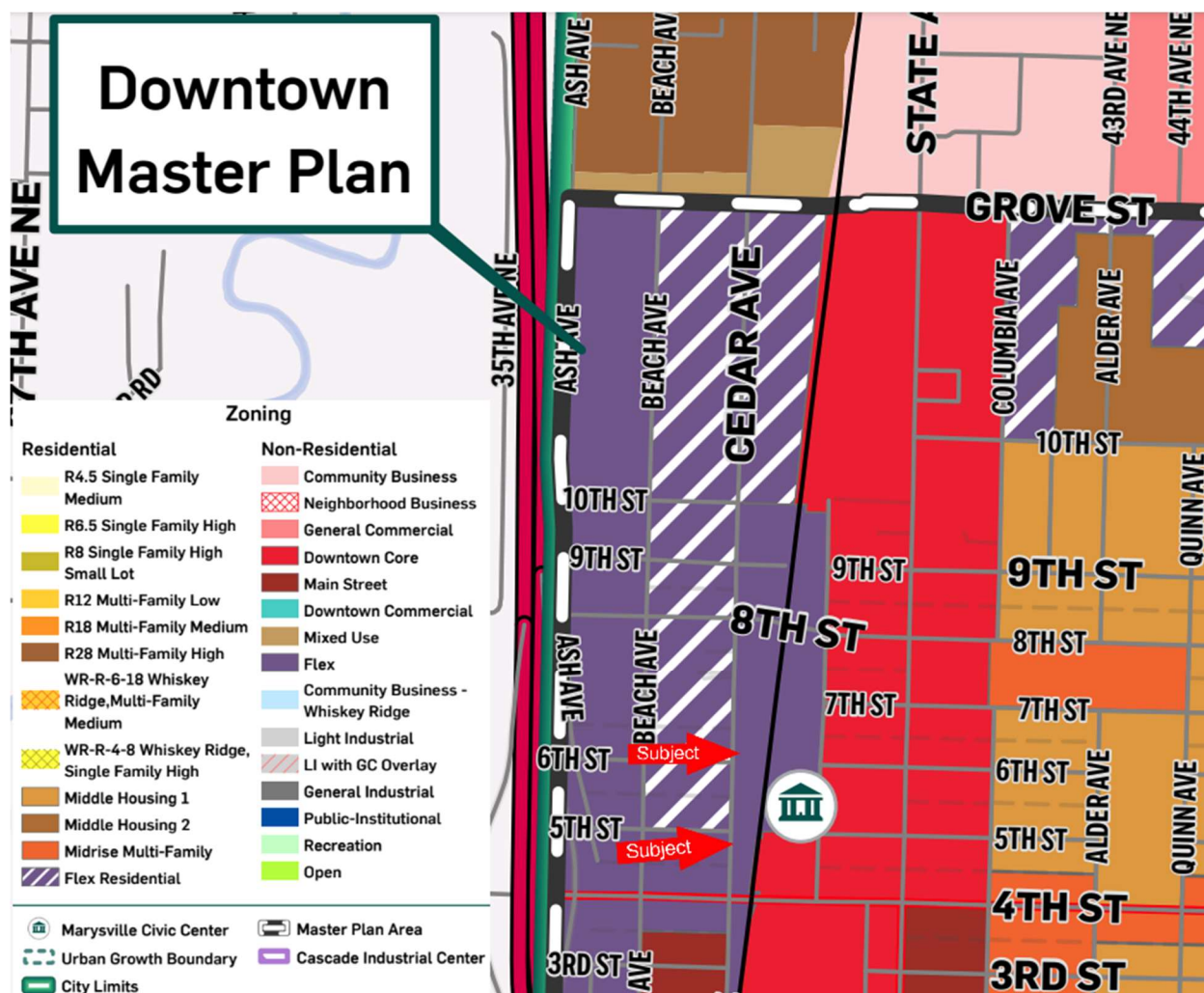
Land Use

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

Development Examples



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



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

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

Residential

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

Residential Accessory

Home occupations, Other residential accessory uses

Nonresidential

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

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

Regional

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

MMC Table 22C.080.140 Density and Dimensional Standards

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

Summary of zoning

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

Property Improvement Description

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

Taxes and Assessment Data

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

Hazardous Waste

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

Income and Expenses

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

ANALYSIS OF DATA AND CONCLUSIONS

Highest and Best Use of the Land as Though Vacant

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

Legally permissible

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

Physically possible

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

Financially feasible

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

Maximally productive

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

Highest and Best Use of the Property as Improved

The land is not improved.

Highest and Best Use Conclusion

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

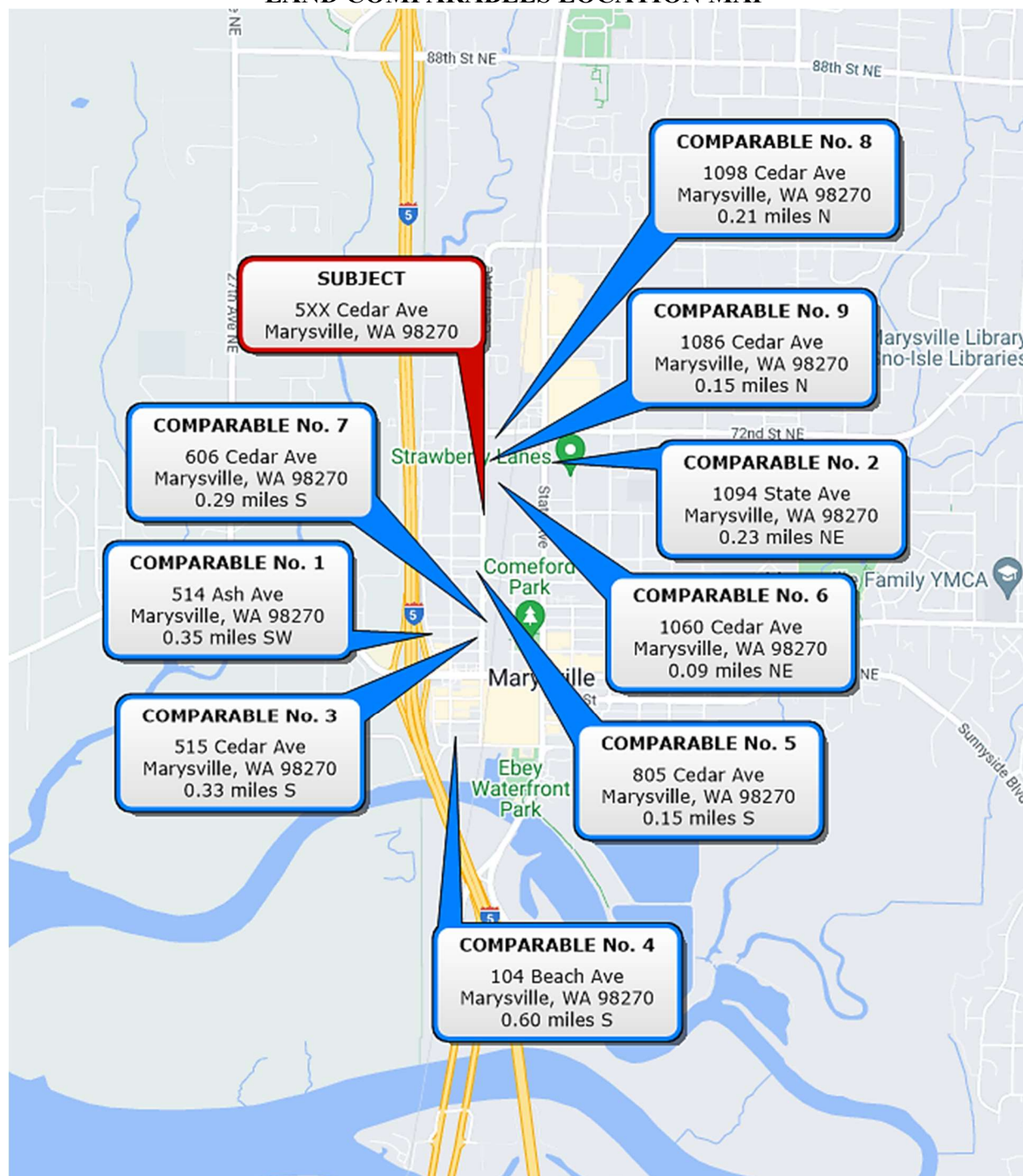
Based on this highest and best use conclusion, one approach to value is considered adequate to provide credible assignment results: sales comparison approach. Within this approach, different quantitative or qualitative methods can be used to support a value for the subject property. The cost approach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

Sales Comparison Approach

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

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

LAND COMPARABLES LOCATION MAP



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

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

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

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

Left: My photos taken 6/4/2024.

Right: Images from 2021 NWMLS



Looking south



Looking SE



Looking north



Looking SE

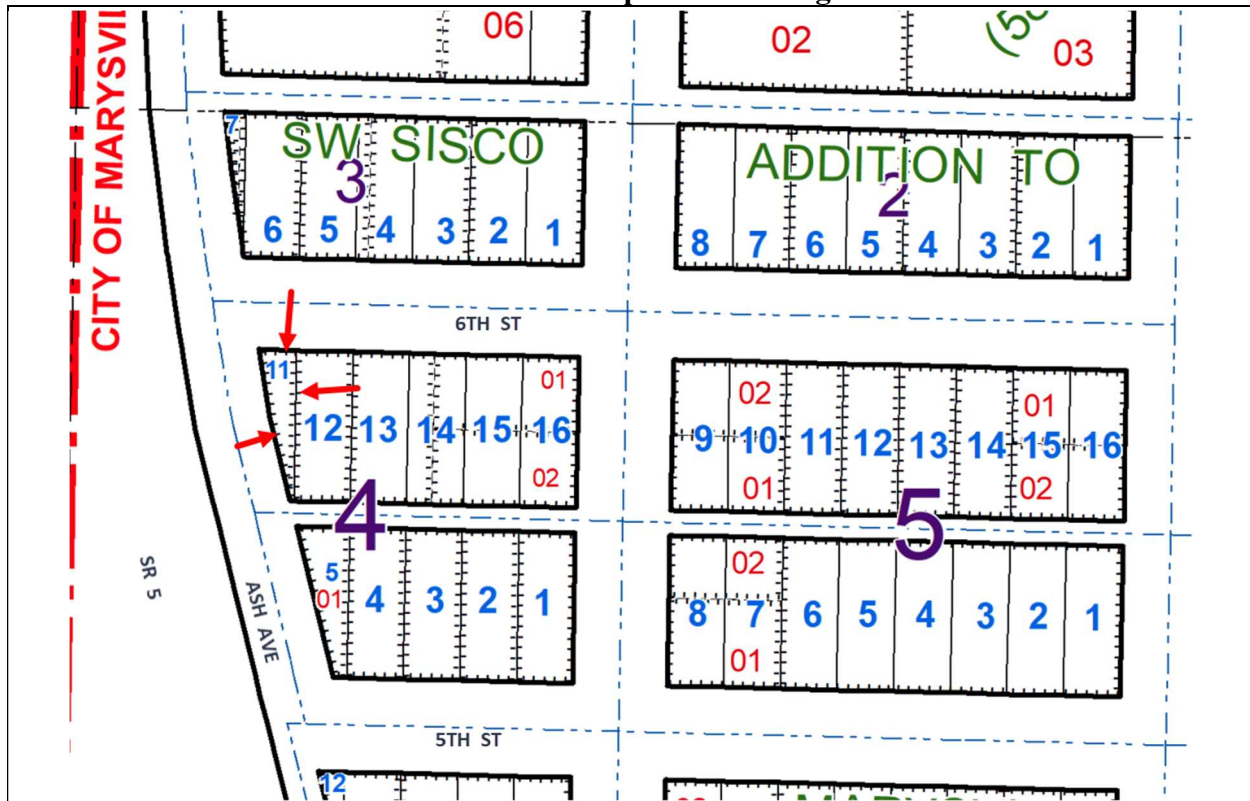
Buyer	Don Hafenscher and Lisa Hafenscher
Seller	Kevin Mauro and Debbie Mauro
List Price	\$799,000, 7/13/2021, cancelled listing #1754791 on 10/5/2021
Sale Price & Date, Deed	\$749,000, 4/8/2022, Statutory Warranty Deed
Site Size	2,178 SF
Buildings	One building with two office spaces
Building age, total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

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

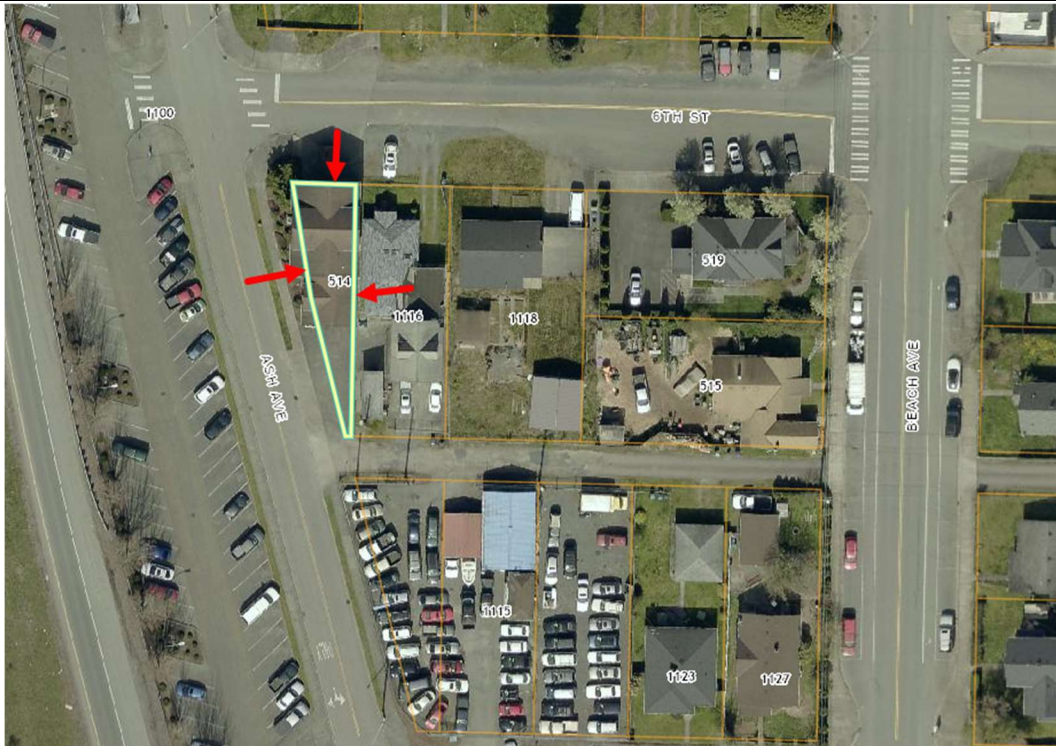
Cancelled listing broker was Michael Sylte, 425-754-8960. Confirmed with NWMLS, Costar, Re-list, deed, excise tax, city and county websites.

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

Additional Comparable 1 Images



Current Sno. Co. assessor map



Snohomish County PDS aerial photo

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

Left: My photo taken 6/4/2024.

Right: Images from Costar



Looking E from State Ave



Looking E from State Ave



Looking SW at rear of property



Looking E from State Ave

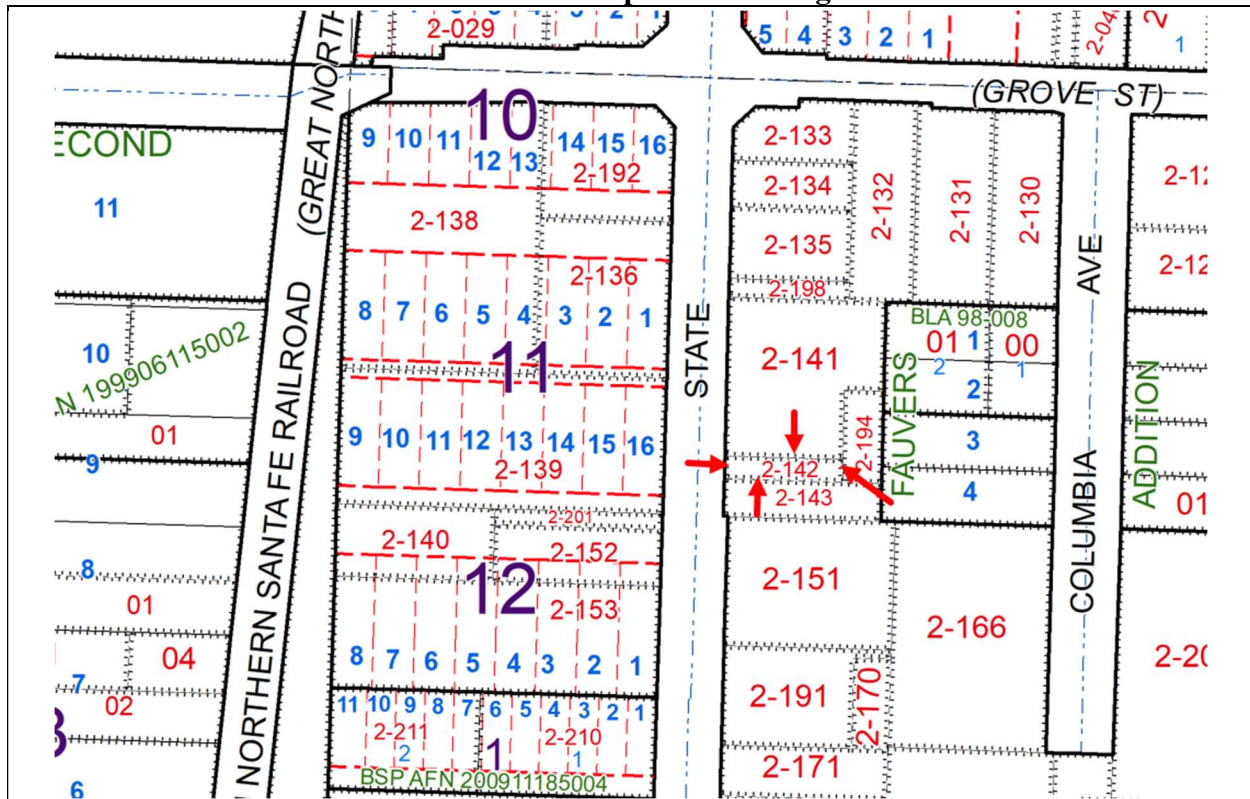
Buyer	1094 64th Dr NE
Seller	James Seaver and Pamela Seaver, Vicki Russell
List Price	Not listed
Sale Price & Date, Deed	\$570,000, 7/17/2023, Statutory Warranty Deed
Site Size	3,348 SF
Buildings	Apartment over retail
Building age, total size	1951, 3,000 SF plus detached 375 SF garage
Financing	\$456,000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

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

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

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

Additional Comparable 2 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

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

Left: My photo taken 6/4/2024.

Right & below: NWMLS photos 3/2/2023



Looking SW from Cedar Ave



Looking SW from Cedar Ave



Looking west from Cedar Ave



Looking NW from Cedar Ave

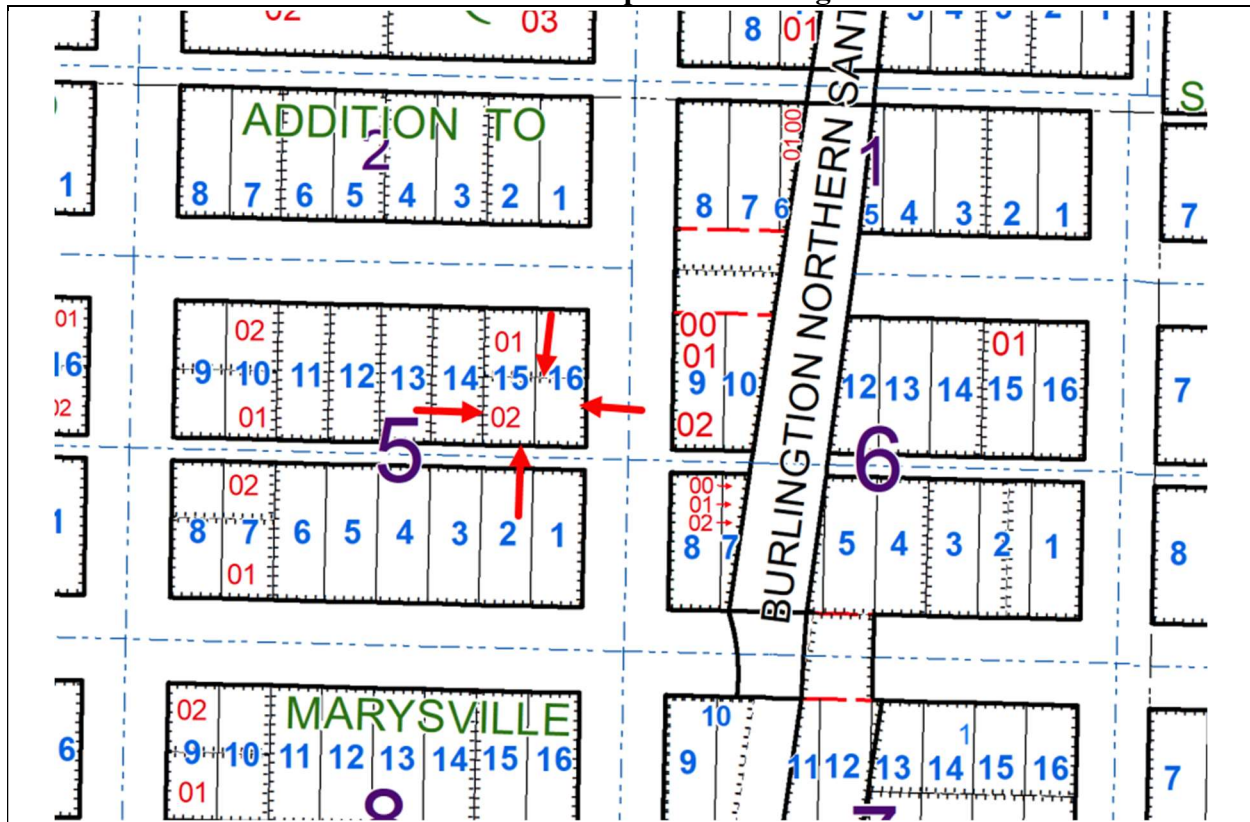
Buyer	Manuel Michel and Claudia Chavez
Seller	Tayna Parry
List Price	\$450,000 on 3/2/2023, down to \$400,000 on 7/24/2023
Sale Price & Date, Deed	\$410,000, 10/27/2023, Statutory Warranty Deed
Site Size	5,227 SF
Buildings	One story office. Detached 1-car garage of unknown size
Building age, total size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

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

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

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

Additional Comparable 3 Images



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



Snohomish County PDS map aerial photo

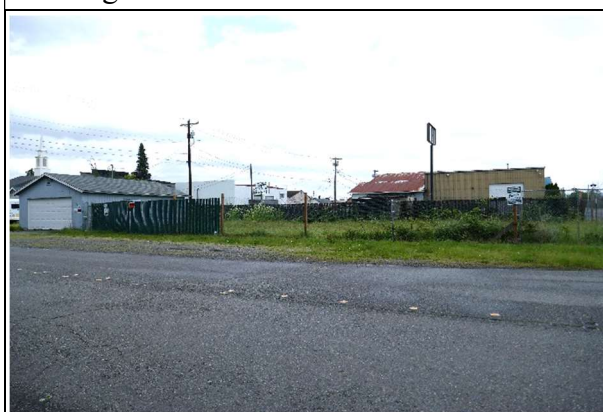
Sold, Comparable 4 – 104 Beach Ave, Marysville, WA

Left: My photos taken 6/4/2024.

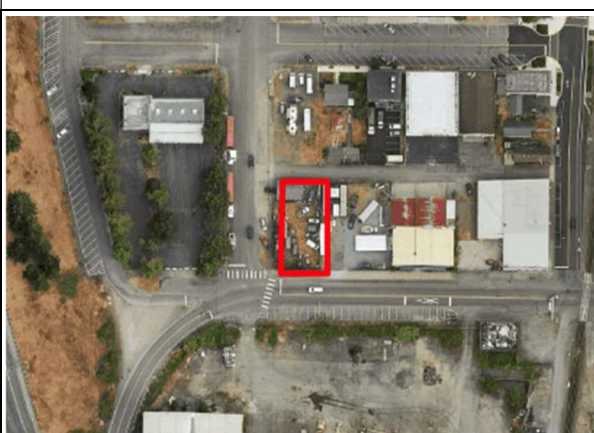
Right: NWMLS & CBA photos 12/30/2022



Looking SE from Beach Ave



Looking N from 1st St



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

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

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

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

Additional Comparable 4 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

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

Left: My photos taken 6/4/2024.

Right: CBA photos



Looking NW from Cedar Ave



Looking W along alley from Cedar Ave



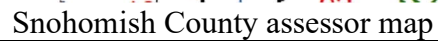
Buyer	805 Cedar Ave LLC
Seller	F. W. Thompson LLC
List Price	Not listed, Buyer was the long-term tenant in the property
Sale Price & Date, Deed	\$1,100,000, 9/13/2023, Bargain and Sale Deed
Site Size	10,454 SF
Buildings	One story industrial with mezzanine
Building age, total size	1987, 6,492 SF (5700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

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

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

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

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

Left: My photos taken 6/4/2024.

Right: CBA photo, Costar photo below



Looking E from Cedar Ave



Looking E from Cedar Ave



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

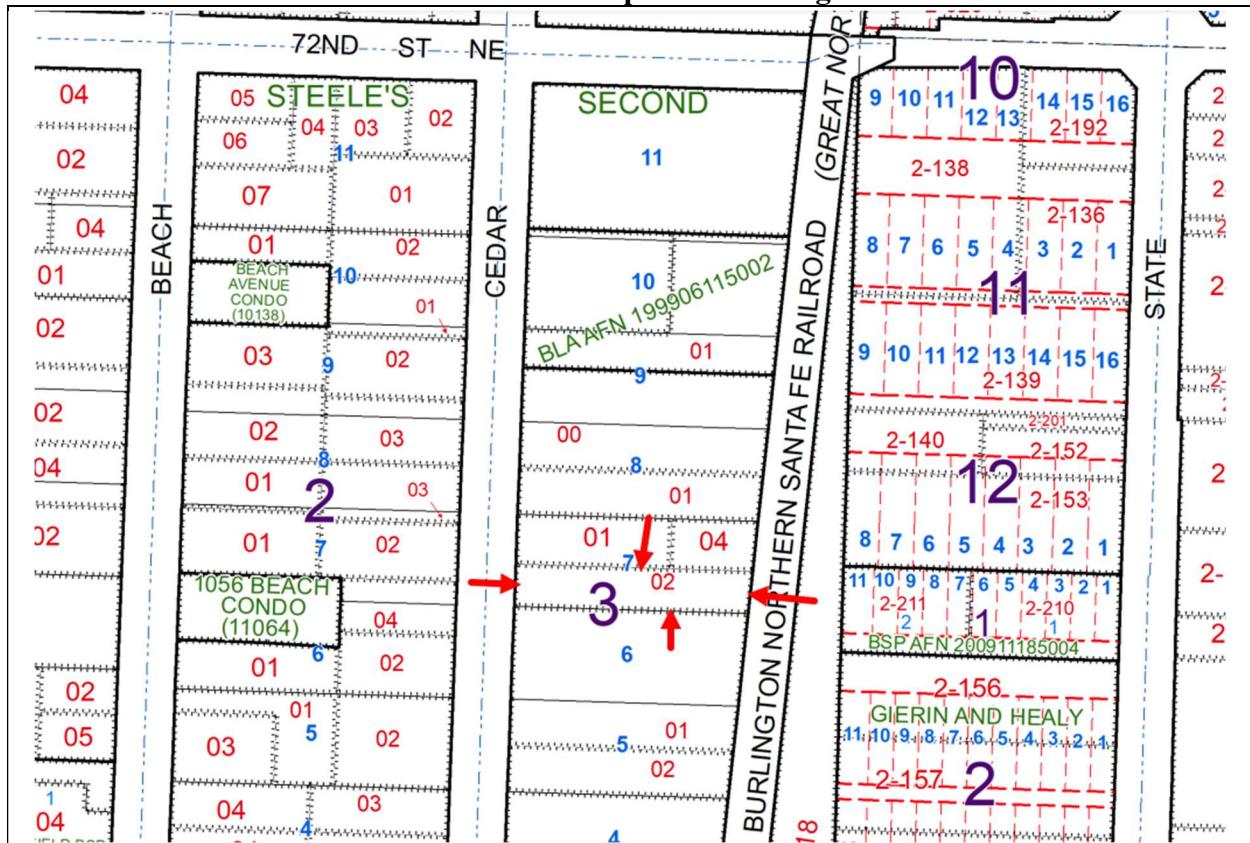
Comments: All public utilities are available to this property. Topography is level on grade. Narrow site with sidewalks has asphalt parking and driveway to rear of the building. Costar notes a daily traffic count of 9,838 in 2022.

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

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

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Additional Comparable 6 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

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

Left: My photos taken 6/4/2024.

Right: CBA photos



Looking NE on Cedar Ave, comp is on the right



Looking SE on Cedar Ave, comp is on the left



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

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

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

Additional Comparable 7 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

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

Left: My photos taken 6/4/2024.

Right: NWMLS photos 9/15/2023



Looking SE, this property is the far corner



Looking E from Cedar Ave



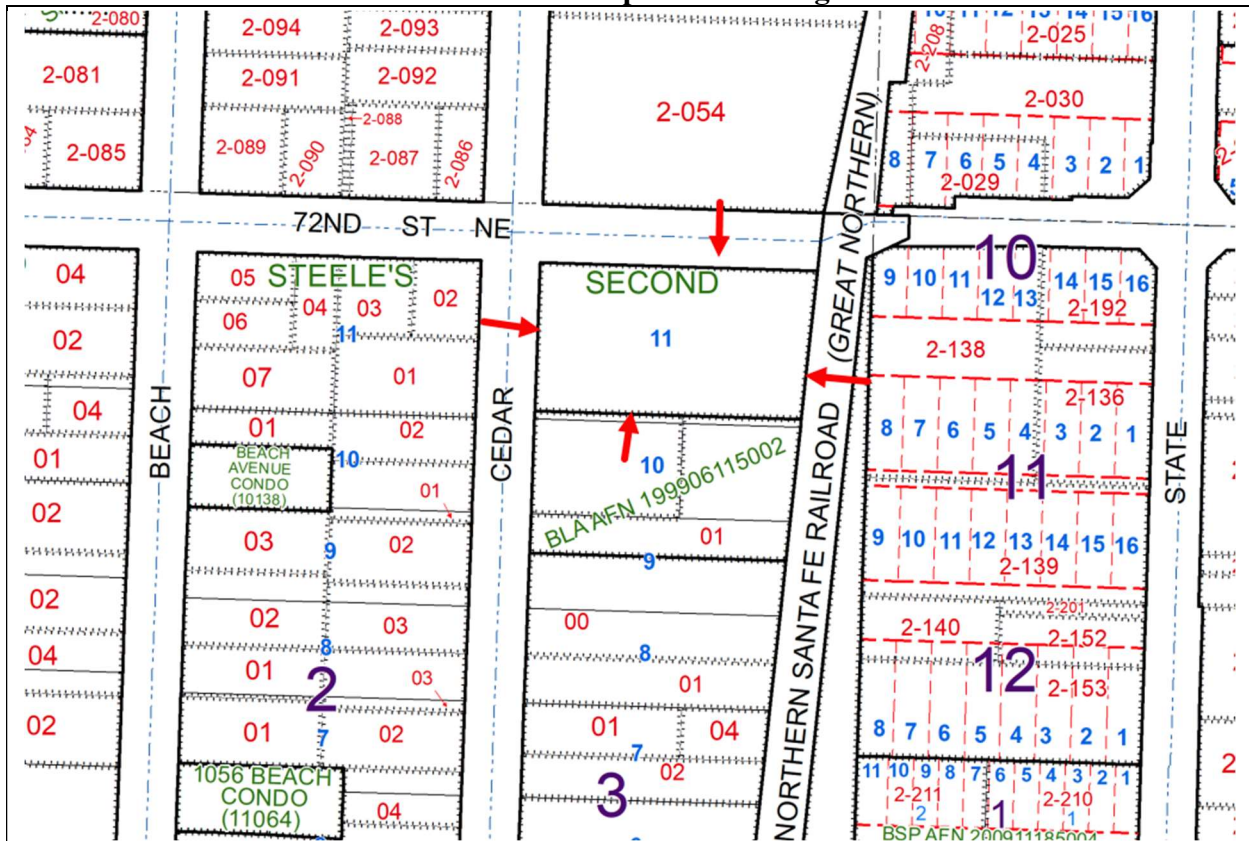
Buyer	Housing Authority of Snohomish County
Seller	Nelson Partners LLC
List Price	\$1,995,000 on 9/15/2023
Sale Price & Date, Deed	\$1,500,000, 2/16/2024, Statutory Warranty Deed
Site Size	72,387 SF
Buildings	None
Building age, total size	N/A
Financing	Cash
Auditor's File # Parcel #	202402160180 00585600301100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

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

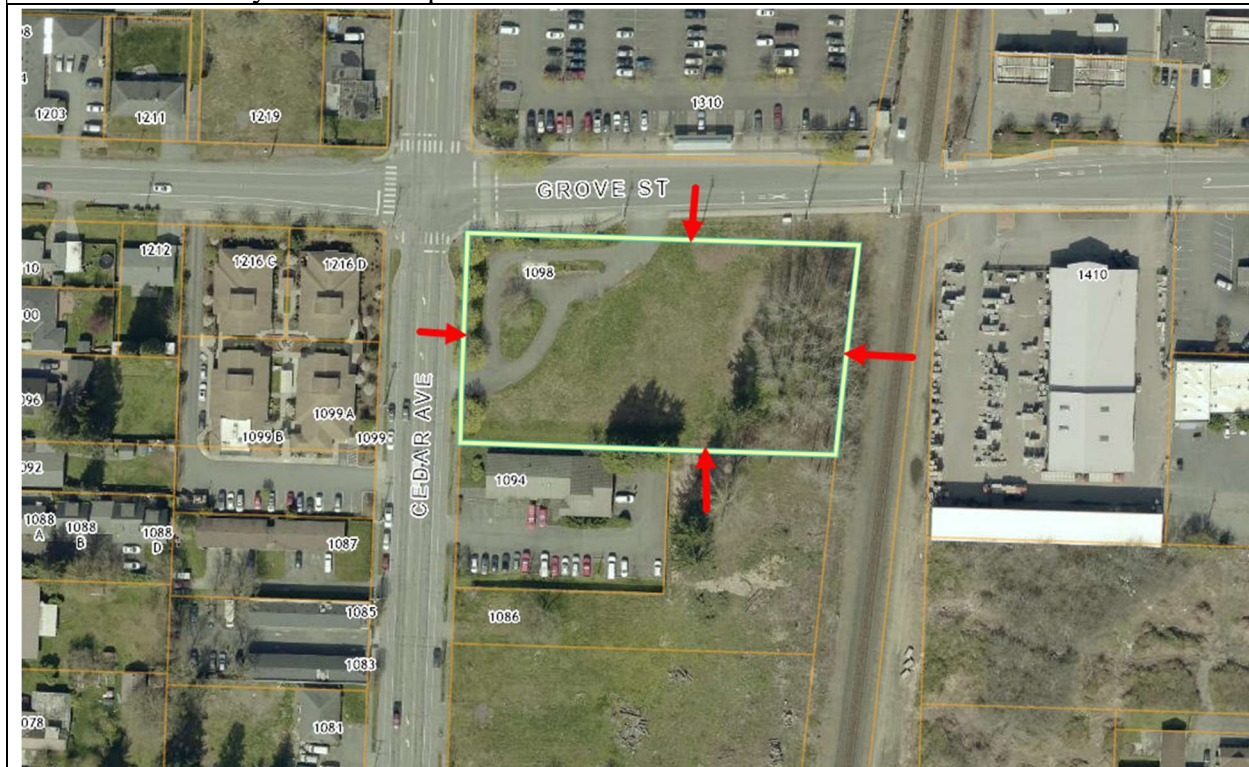
Listing # 2162623 in the NWMLS. Listing brokers Debbie Barger Smith, Windermere RE 425-356-9177 and James Rowley, Windermere RE 360-653-2509. Confirmed with NWMLS, Costar, CBA, Realist, deed, excise tax, city and county websites.

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

Additional Comparable 8 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

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

Left: My photos taken 6/4/2024.

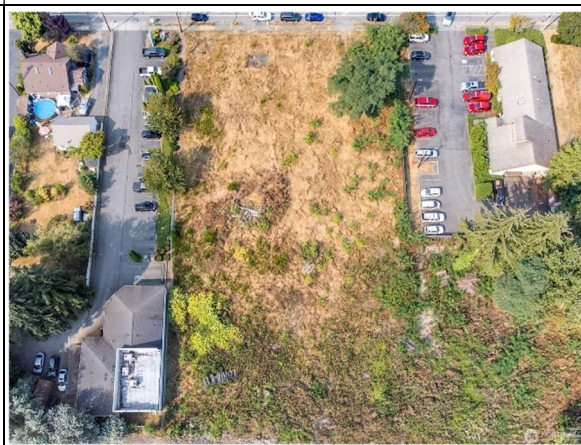
Right: NWMLS photos 7/20/2023



Looking SE from Cedar Ave



Looking E from Cedar Ave



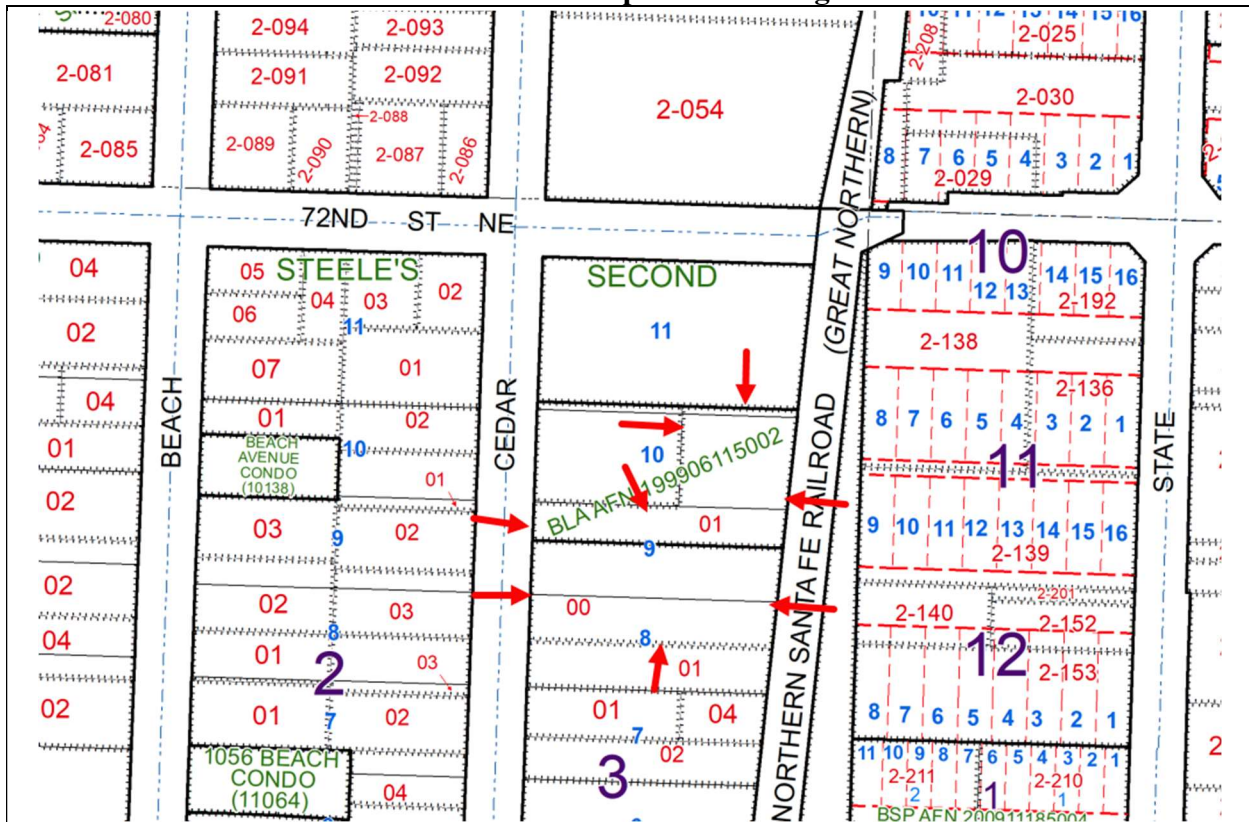
Buyer	Housing Authority of Snohomish County
Seller	Mark Robertson and Terry Robertson
List Price	\$1,898,000 on 7/20/2023
Sale Price & Date, Deed	\$1,500,000, 2/15/2024, Bargain and Sale Deed
Site Size	76,766 SF
Buildings	None.
Building age, total size	N/A
Financing	Cash
Auditor's File # Parcel #	202402150165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

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

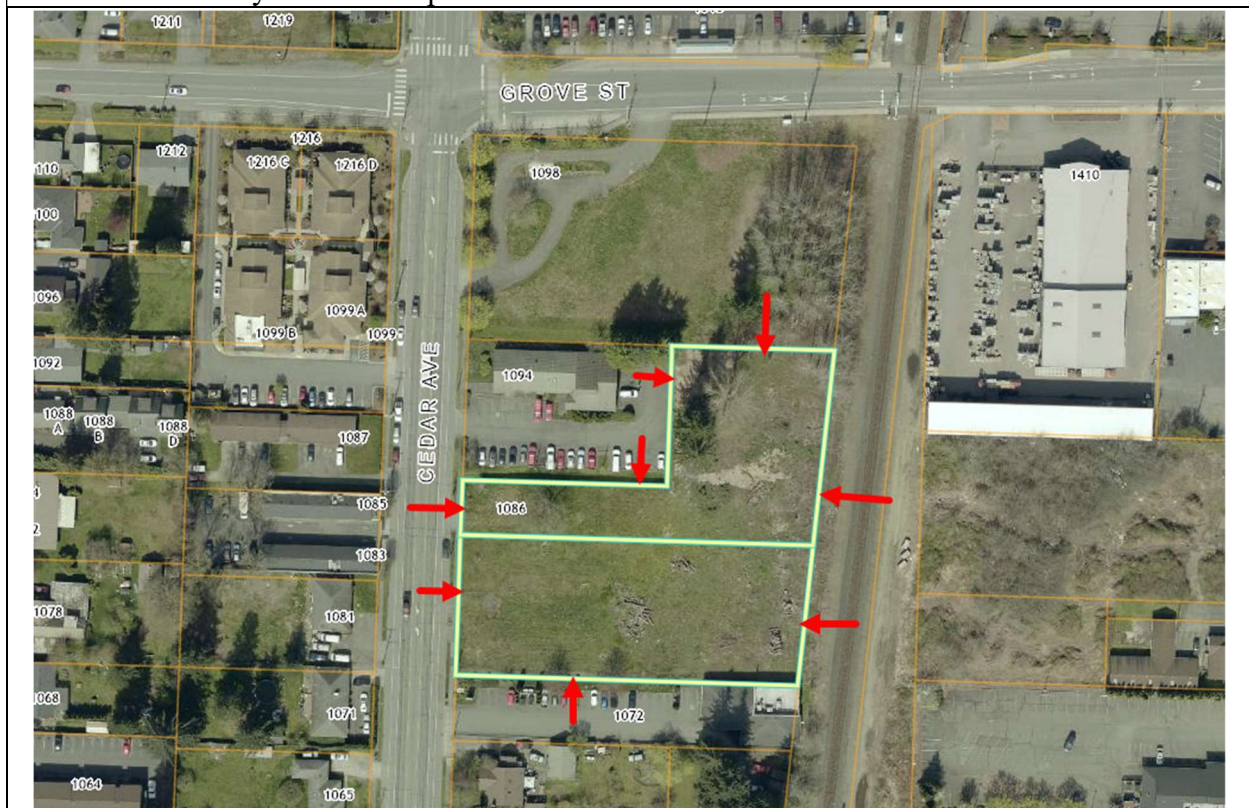
Listing # 2141344 in the NWMLS. Listing brokers David Maider, Windermere RE 206-227-9493 and Lauren Hendricks, Windermere RE 206-999-9161. Confirmed with NWMLS, CBA, Realist, deed, excise tax, city and county websites.

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

Additional Comparable 9 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Subtotal* Adjustment grid for Comparables 1 to 5

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

Subtotal Adjustment grid for Comparables 6 to 9

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

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

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

SUPPORT FOR ADJUSTMENTS

Transactional Adjustments

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

Property Adjustments

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

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

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

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

SUBTOTAL SUMMARY AND ANALYSIS USING REGRESSION

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

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

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

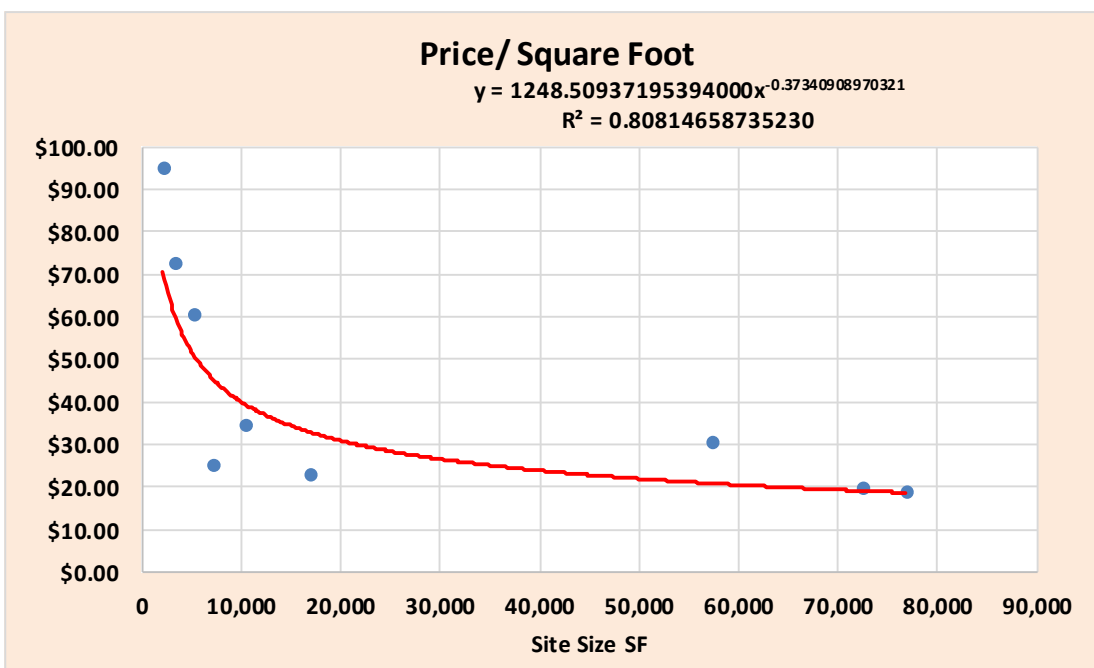
I typically use the regression equation that results in the best fit of the trendline to the data points. In this case, the power equation resulted in a strong fit with R^2 (the coefficient of determination) being 0.8081+. The trendline equation predicts the sale price per SF for a given site size with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

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

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

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

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



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

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

SUMMARY AND CONCLUSION OF THE SALES COMPARISON APPROACH

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

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

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

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

Reconciliation and Final Opinion of Value

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

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

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

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

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

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

\$72,000

Estimated Exposure Time

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

Estimated Marketing Time

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

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

Deductions and Discounts

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

Privacy Policy

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

Addenda Items

APPRAISAL CONTRACT – 1 page

APPRAISER'S QUALIFICATIONS – 5 pages

APPRAISAL CONTRACT – 1 PAGE

PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

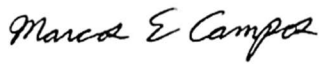
6. The client and appraiser agree that the above sets forth fairly the agreement between them this 23rd day of April, 2024. With receipt of a copy of this agreement signed by the client and payment of the retainer, work will be authorized to proceed.

Thank you for the opportunity to be of service.

CLIENT: 

4/29/24

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



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

APPRAISER'S QUALIFICATIONS – 5 PAGES

Page 1 of 5

MARCOS E. CAMPOS

EDUCATION:

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

EXPERIENCE:

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

PROFESSIONAL DESIGNATIONS:

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

STATE CERTIFICATION:

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

PROFESSIONAL TRAINING AND AFFILIATIONS:

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

Education:

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

Region & National:

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

Leadership in the Seattle Chapter:

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

– Continued –

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

Publications:

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

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

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

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

Leadership:

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

Publications:

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

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

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

*** TEACHING**

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

*** APPRAISER STATE POLITICS**

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

– Continued –

*** PUBLIC SPEAKING**

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

*** SEMINARS AND MEETINGS**

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

– Continued –

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

* THE APPRAISAL FOUNDATION

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

* JUDICIAL SYSTEM

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

– 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



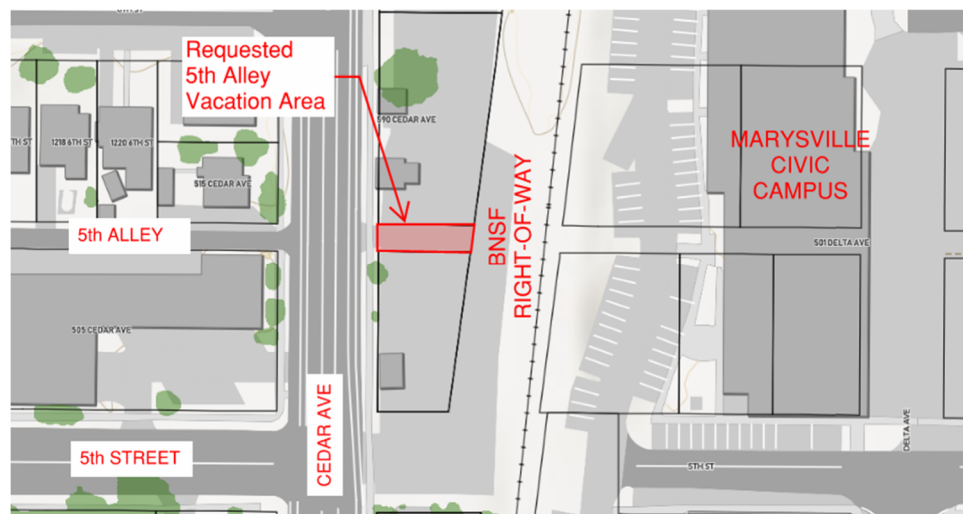
NOTICE OF PUBLIC HEARING

File Number: LDA24-0007

File Name: Matheus Lumber

Proposal: A petition has been filed with the City, in accordance with MMC Section 12.32, requesting vacation of an unopened portion of alley right-of-way.

Location: Unopened alleyway between 5th & 6th Streets, and between Cedar Ave & the BNSF Railroad Tracks.



City Contact:

Ken McIntyre, PE
Development Services Mgr.
kmcintyre@marysvillewa.gov
(360) 363-8224

Hearing Details:

Before the Marysville City Council
Marysville City Hall – Council Chambers
501 Delta Ave (2nd Floor)
Marysville, WA 98270
Monday, February 10, 2025 @ 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.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. 2564

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 13 day of January, 2025.

CITY OF MARYSVILLE

By 
JON NEHRING, MAYOR

Attest:

By 
CHARI TABER, DEPUTY CITY CLERK

Approved as to form:

By 
JON WALKER, CITY ATTORNEY

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. +/-

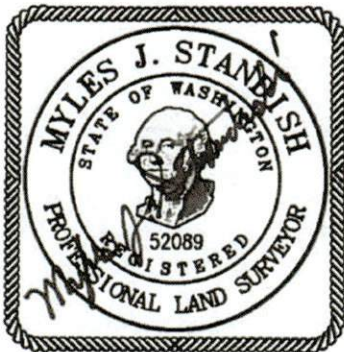


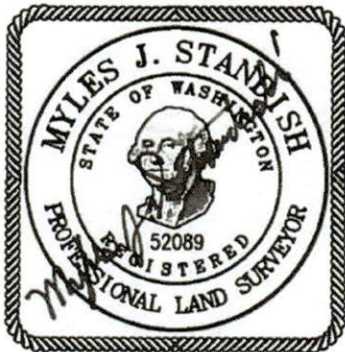
EXHIBIT "B"
SOUTH HALF OF ALLEY

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

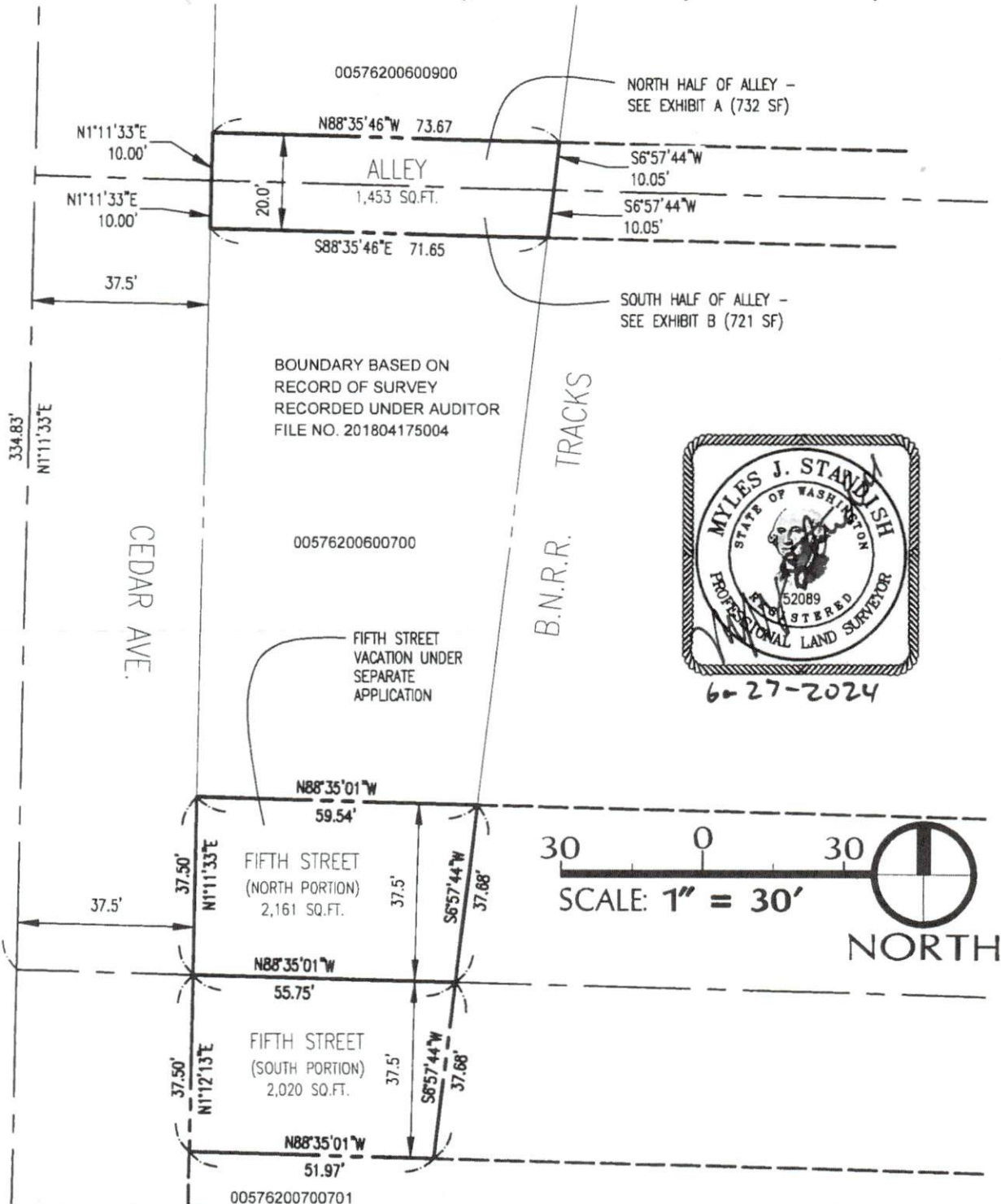
THAT PORTION OF THE SOUTH HALF OF THE ALLEY OF BLOCK 6 LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY.

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

CONTAINING 721 SQ.FT. +/-



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: MJS
JOB NUMBER: 23055
DATE: 06.24.2024

DRAWING NAME
23055
SHEET
1 OF 1



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 10, 2025

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

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** authorizing the investment of City funds in the Local Government Investment Pool

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

SUMMARY: A Resolution authorizing the investment of City funds in the Local Government Investment Pool. This Resolution appeals Resolution No. 2357 which designated an employee by name vs.the Finance Director position as the authorized city official to authorize amendments, changes or alternations to forms or documents, including designating other individuals to make contributions and withdrawals on behalf of the City to include a recent money market fund prospectus and a new authorization form.

ATTACHMENTS:

[Resolution_-_LGIP_Fund_Authorization_2025.pdf](#)
[LGIP Authorization Form 2025 Completed.pdf](#)
[LGIP Money Market Fund - Prospectus 2025.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, 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 City 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, (“City”) 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 City shall be first duly authorized by the City of Marysville City Council or any designee of the City Council pursuant to this resolution, or a subsequent resolution; and

WHEREAS the City will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the City Council and any designee appointed by the City Council with authority to contribute or withdraw funds of the City has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the City Council 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 City 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 City Council does hereby authorize the contribution and withdrawal of City monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the City Council has approved the Local Government Investment Pool Authorization Form (Form) as completed by the Finance Director and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the City designates its Finance Director, 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 City.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the City Council 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 City Council 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 City. 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 City Council acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the City Council 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; and

BE IT FURTHER RESOLVED that Resolution No. 2357 is repealed.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

LOCAL GOVERNMENT INVESTMENT POOL AUTHORIZATION FORM

Please fill out this form completely, including any existing information, as this form will **replace** the previous form.

Entity Name: City of Marysville

Mailing Address: 501 Delta Ave Marysville Wa 98270

Email for Statement Delivery: Finance@marysvillewa.gov

Note: Statements can only be emailed to **ONE** address due to system restrictions

Bank account where funds will be wired when a withdrawal is requested.

(Note: Funds **will not** be transferred to any account other than the one listed below)

Bank Name: Key Bank

Branch Location: Seattle

Bank Routing Number: [REDACTED]

Accounting Number: [REDACTED]

Account Name: Treasurers Checking

ACH Authorization: ☒ Yes ☐ No

Account Type: ☒ Checking ☐ Savings ☐ General Ledger

By selecting "Yes" and by signing this form, I hereby authorize the WA Local Government Investment Pool to initiate credit entries to the account listed above. I acknowledge that the origination of ACH transactions to our account must comply with the provisions of U.S. law.

Persons authorized to make deposits and withdrawals for entity listed above.

Name:	Title:	Phone Number:	Signature:
Jennifer Ferrer-Santa Ines	Finance Director	360-363-8017	<i>Jennifer Ferrer-Santa Ines</i>
John Nield	Fin. Planning Manager	360-363-8015	<i>John Nield</i>
Stephanie Janssen	Fin. Ops Manager	360-363-8010	<i>Stephanie Janssen</i>
Lindsey Ryan	Senior Fin. Analyst	360-363-8077	<i>Lindsey Ryan</i>

Online TM\$ Access: ☒ Yes ☐ No

If you selected yes, please complete the online section on page 2

If you selected no, skip the online access section

TM\$ Online Web Access

Note: Online access is optional. Each person wanting Full online access must be listed as authorized to initiate transactions on page 1.

Name:	Email:	Select one of the following:				Account Type:	
		Add	Delete	Modify	No Change	Full	View Only
Name: Jennifer Ferrer-Santa Ines	Email: jferrer-santaines@marysvillewa.gov	☒	☐	☐	☐	☒	☐
Name: John Nield	Email: jnield@marysvillewa.gov	☒	☐	☐	☐	☒	☐
Name: Stephanie Janssen	Email: sjanssen@marysvillewa.gov	☒	☐	☐	☐	☒	☐
Name: Lindsey Ryan	Email: lryan@marysvillewa.gov	☒	☐	☐	☐	☒	☐
Name: Tyler Shales	Email: tshales@marysvillewa.gov	☒	☐	☐	☐	☐	☒
Name: Anthony Sanders	Email: asanders@marysvillewa.gov	☒	☐	☐	☐	☐	☒
Name:	Email:	☐	☐	☐	☐	☐	☐

By signing below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

(Authorized Signature)	(Title)	(Date)
(Print Authorized Name)	(E-mail address)	(Phone no.)

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer.

OFFICE OF THE STATE TREASURER
STACI.ASHE@TRE.WA.GOV
 PHONE: (360) 902-9017

Date Updated: _____
Account Number: _____
Updated by: _____
(For OST use only) 11/9/22

State of Washington)
 County of _____) ss.
 Signed or attested before me by _____
 Dated this ____ day of _____, 20__.

 Signature of Notary

SEAL OR STAMP _____

 Typed or printed name of Notary
 Notary Public in and for the State of Wash.

My appointment expires: _____



PROSPECTUS

LOCAL GOVERNMENT INVESTMENT POOL

OFFICE OF THE WASHINGTON STATE TREASURER

JANUARY 2019



MIKE PELLICCIOTTI
WASHINGTON STATE TREASURER

Contents

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I. The LGIP

The Local Government Investment Pool (the “LGIP”) is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the “State Treasurer”) for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the “LGIP-MMF” or the “Fund”). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund’s investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of January 1, 2019)	Bank Deposits US Treasury bills US Government Agency Supranational Securities Floating / Variable Rate Notes Repurchase agreements	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants’ earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)

	2011	2012	2013	2014	2015	2016	2017	2018
<i>Total Operating Expenses</i>	<i>0.81</i>	<i>0.68</i>	<i>0.87</i>	<i>0.88</i>	<i>0.95</i>	<i>0.89</i>	<i>0.71</i>	<i>0.76</i>

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$1,100,000.

Fund Assets	\$12.0 bn	\$14.0 bn	\$16.0 bn
Total Operating Expenses (in Basis Points)	0.92	0.79	0.69

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize yield while maintaining liquidity and a stable net asset value per share, e.g., all contributions will be transacted at \$1.00 net asset value per share.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP portfolio will be managed to meet the portfolio maturity, quality, diversification and liquidity requirements set forth in GASB 79 for external investment pools who wish to measure, for financial reporting purposes, all of their investments at amortized cost. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

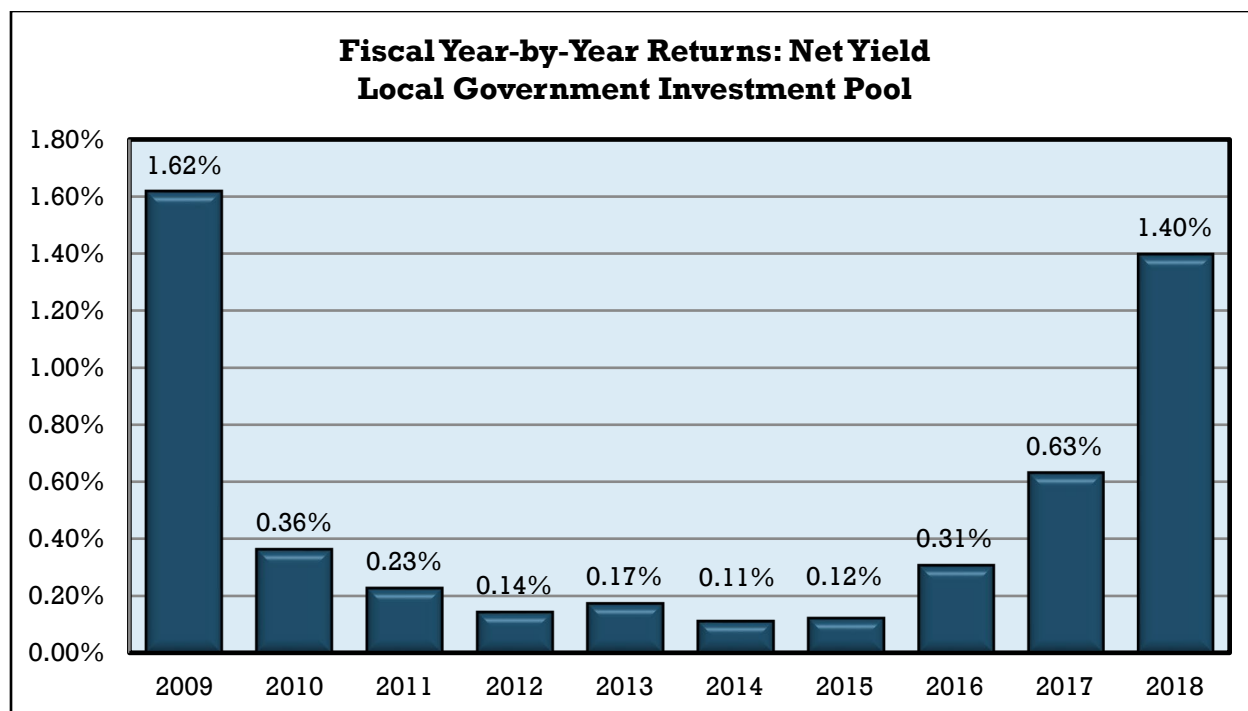
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.



<u>Local Government Investment Pool-Money Market Fund</u>			
<u>Average Accrued Net Yield</u>			
<u>1 Year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
1.40%	0.78%	0.51%	.51%

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitations

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers. Failure to submit funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely submit will be assessed to the account of the pool participant responsible.

Notice of Wire contribution. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of ACH contribution. A pool participant must inform the State Treasurer of any contribution submitted through ACH no later than 2:00 p.m. on the business day before the contribution is made. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which proper notice is not received as described above will not receive same day credit, but will be credited as of the next business day from when the contribution is made. Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to transmit funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice of Wire withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Notice of ACH withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal by ACH no later than 2 p.m. on the prior business day the withdrawal is requested. No earnings will be credited on the date of withdrawal for the amounts withdrawn.

Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail: Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 10, 2025

SUBMITTED BY: Amy Hess, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Affirming the Recommendation of the Hearing Examiner for the Lakewood Heights Subdivision and Rezoning Approximately 1.38 Acres from Mixed Use to R-6.5 Single Family, High Density (R-6.5), and 1.64 Acres from R-6.5 to Mixed Use and Amending the Official Zoning Map of the City.

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

SUMMARY: MJS Investors, contract purchaser of the Myron Gemmer property, submitted a land use application known as the “Lakewood Heights PRD Subdivision and Concurrent Rezone” (file PA24-008) to the City of Marysville requesting Preliminary Subdivision and Planned Residential Development (PRD) Approval, and a site specific Rezone reclassification of approximately 1.38 acres of their property, from Mixed Use (MU) to R-6.5 Single-family, High Density (R-6.5) and 1.64 acres from Single-family High Density (R-6.5) to Mixed Use (MU). If approved, the entire project area would be zoned R-6.5 Single-family, High Density and zoning boundaries will align with property boundaries. A duly advertised public hearing before the Hearing Examiner (HE) was held on January 16, 2025 to review the Preliminary Subdivision and PRD and concurrent rezone proposal. The HE received testimony from staff, the applicant, and the applicant's representatives. Following the public hearing, the HE granted Preliminary Subdivision and PRD Approval and made a Recommendation to the Marysville City Council for approval of the concurrent Rezone by Ordinance.

ATTACHMENTS:
[Ord. Lakewood Heights Rezone.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AFFIRMING THE RECOMMENDATION OF THE HEARING EXAMINER FOR THE LAKEWOOD HEIGHTS SUBDIVISION AND REZONING APPROXIMATELY 1.38 ACRES FROM MIXED USE (MU) TO R-6.5 SINGLE-FAMILY, HIGH DENSITY (R-6.5), AND 1.64 ACRES FROM R-6.5 TO MU, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY.

WHEREAS, MJS Investors is under contract to purchase approximately 29.48 acres of property within the City of Marysville generally located at 1125 and 1507 172nd Street NE (SR531), said property being legally described in attached **Exhibit A**; and

WHEREAS, MJS Investors, contract purchaser of the Myron Gemmer property, submitted an application known as the "Lakewood Heights PRD Subdivision and Concurrent Rezone" (file PA24-008) to the City of Marysville requesting a site specific Rezone reclassification of approximately 1.38 acres of their property described in **Exhibit B** and depicted in **Exhibit C**, from Mixed Use (MU) to R-6.5 Single-family, High Density (R-6.5) and 1.64 acres from Single-family High Density (R-6.5) to Mixed Use (MU). If approved, the entire project area would be zoned R-6.5 Single-family, High Density and zoning boundaries will align with property boundaries; and

WHEREAS, following notice as required by law, the City of Marysville Hearing Examiner held a duly advertised public hearing on the proposed rezone on January 16, 2024, and adopted Findings, Conclusions, and Recommendations recommending approval of the rezone request along with Preliminary Subdivision and Planned Residential Development (PRD) Approval to subdivide the 29.48 acre property into 182 single family lots subject to 25 conditions, which Findings, Conclusions, and Recommendations is attached hereto as **Exhibit D**; and

WHEREAS, on February 10, 2025 at a public meeting the Marysville City Council reviewed and concurred with the Hearing Examiner's Findings, Conclusions, and Recommendation related to the Lakewood Heights Rezone;

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

Section 1. City Council Approval of Hearing Examiner Decision. The Findings, Conclusions, and Recommendations of the Hearing Examiner with respect to the above-referenced rezone are approved, and portions of the property described in **Exhibit B** and depicted in **Exhibit C** are rezoned from Mixed Use (MU) to R-6.5 Single-family, High Density (R-6.5) and from Single-family High Density (R-6.5) to Mixed Use (MU).

Section 2. Zoning Classification Conditioned Upon Compliance with Hearing Examiner Decision. The zoning classification for the property described in **Exhibits A and B**, and depicted in **Exhibit C** shall be perpetually conditioned upon strict compliance with the conditions set forth in the Findings, Conclusions and Recommendations of the Hearing Examiner, attached hereto as **Exhibit D**. Violation of the conditions of said decision may result in reversion of the property to the previous zoning classification and/or may result in enforcement action being brought by the City of Marysville.

Section 3. Amendment of Official Zoning Map. The City Council amends the City's Official Zoning Map, Ordinance No. 3330, and the City's Unified Development Code MMC Title 22, by adopting the Lakewood Heights Rezone which rezones portions of the property described in **Exhibit B** and depicted in **Exhibit C** from Mixed Use (MU) to R-6.5 Single-family, High Density (R-6.5) and from R-6.5 to Mixed Use. This amendment shall be attested by the signature of the Mayor and City Clerk, with the seal of the municipality affixed, shall be included with the Official Zoning Map on file in the office of the City Clerk, and shall be available for public inspection.

Section 4. 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 5. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 6. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

EXHIBIT A

PARCEL A OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT BLA22-006 RECORDED UNDER AUDITOR'S FILE NO. 202301195003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A, AS DELINEATED ON THAT SURVEY RECORDED UNDER AUDITOR'S FILE NO. 200409245129, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF PARCEL B, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. BLA 06-004 RECORDED UNDER AUDITOR'S FILE NO. 200701125006, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 19, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 89°56'19" EAST, ALONG THE SOUTH LINE OF SAID SECTION, 662.05 FEET;
THENCE NORTH 00°47'10" WEST, 20.01 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL B;
THENCE CONTINUING NORTH 00°47'10" WEST, ALONG THE WESTERLY LINE OF SAID PARCEL B, 175.02 FEET TO AN ANGLE POINT ALONG SAID WESTERLY LINE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE NORTH 00°16'29" EAST 299.75 FEET TO THE NORTH LINE OF THE SOUTH 494.75 FEET OF SAID SECTION;
THENCE SOUTH 89°56'19" EAST, ALONG SAID NORTH LINE, 575.35 FEET TO A POINT THAT BEARS NORTH 00°32'03 " EAST FROM THE NORTHEAST CORNER OF PARCEL A OF SAID BOUNDARY LINE ADJUSTMENT;
THENCE NORTH 00°32'03" EAST 846.43 FEET TO THE NORTH LINE OF SAID PARCEL B AND THE TERMINUS OF SAID DESCRIBED LINE;

EXCEPT THAT PORTION THEREOF CONVEYED TO CITY OF MARYSVILLE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200805190267, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT B

CONVEYANCE LEGAL DESCRIPTION

ZONE R6.5 SINGLE FAMILY HIGH TO MIXED USE

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 31 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION;

THENCE SOUTH 89°56'19" EAST, ALONG THE SOUTH LINE OF SAID SECTION,
662.05 FEET;

THENCE NORTH 00°47'10" WEST 40.00 FEET TO THE SOUTHWEST CORNER OF PARCEL B,
CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT BLA22-006 RECORDED UNDER
AUDITOR'S FILE NO. 202301195003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE THE FOLLOWING FIVE COURSES AND DISTANCES ALONG THE WEST LINE OF SAID
PARCEL B;

THENCE CONTINUING NORTH 00°47'10" WEST 155.02 FEET; THENCE
NORTH 00°16'29" EAST 299.75 FEET;

THENCE SOUTH 89°56'19" EAST 575.35 FEET;

THENCE NORTH 00°32'03" EAST 113.04 FEET TO THE CITY OF MARYSVILLE ZONING LINE
COMMON TO ZONES R6.5 SINGLE FAMILY HIGH AND MIXED USE AND THE **POINT OF
BEGINNING**;

THENCE CONTINUING NORTH 00°32'03" EAST TO THE NORTH LINE OF SAID SOUTHWEST
QUARTER;

THENCE SOUTH 89°28'12" EAST, ALONG SAID NORTH LINE, 77.73 FEET TO SAID ZONING
LINE AND THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°05'29"
EAST, ALONG SAID ZONING LINE AND EAST LINE,

732.73 FEET TO AN ANGLE POINT IN SAID ZONING LINE;

THENCE NORTH 89°56'19" WEST, ALONG SAID ZONING LINE, 85.73 FEET TO
THE **POINT OF BEGINNING**;

SAID DESCRIPTION CONTAINS 59,909 SQUARE FEET OR 1.3753 ACRES, MORE OR LESS;

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

CONVEYANCE LEGAL DESCRIPTION
ZONE MIXED USE TO R6.5 SINGLE FAMILY HIGH

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 31 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION;

THENCE SOUTH 89°56'19" EAST, ALONG THE SOUTH LINE OF SAID SECTION,
662.05 FEET;

THENCE NORTH 00°47'10" WEST 40.00 FEET TO THE SOUTHWEST CORNER OF PARCEL B,
CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT BLA22-006 RECORDED UNDER
AUDITOR'S FILE NO. 202301195003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE THE FOLLOWING FOUR COURSES AND DISTANCES ALONG THE WEST LINE OF SAID
PARCEL B;

THENCE CONTINUING NORTH 00°47'10" WEST 155.02 FEET TO THE **POINT OF
BEGINNING**;

THENCE NORTH 00°16'29" EAST 299.75 FEET;

THENCE SOUTH 89°56'19" EAST 575.35 FEET;

THENCE NORTH 00°32'03" EAST 113.04 FEET TO THE CITY OF MARYSVILLE ZONING LINE
COMMON TO ZONES R6.5 SINGLE FAMILY HIGH AND MIXED USE; THENCE THE FOLLOWING
THREE COURSES AND DISTANCES ALONG SAID ZONING LINE;

THENCE NORTH 89°56'19" WEST 591.90 FEET;

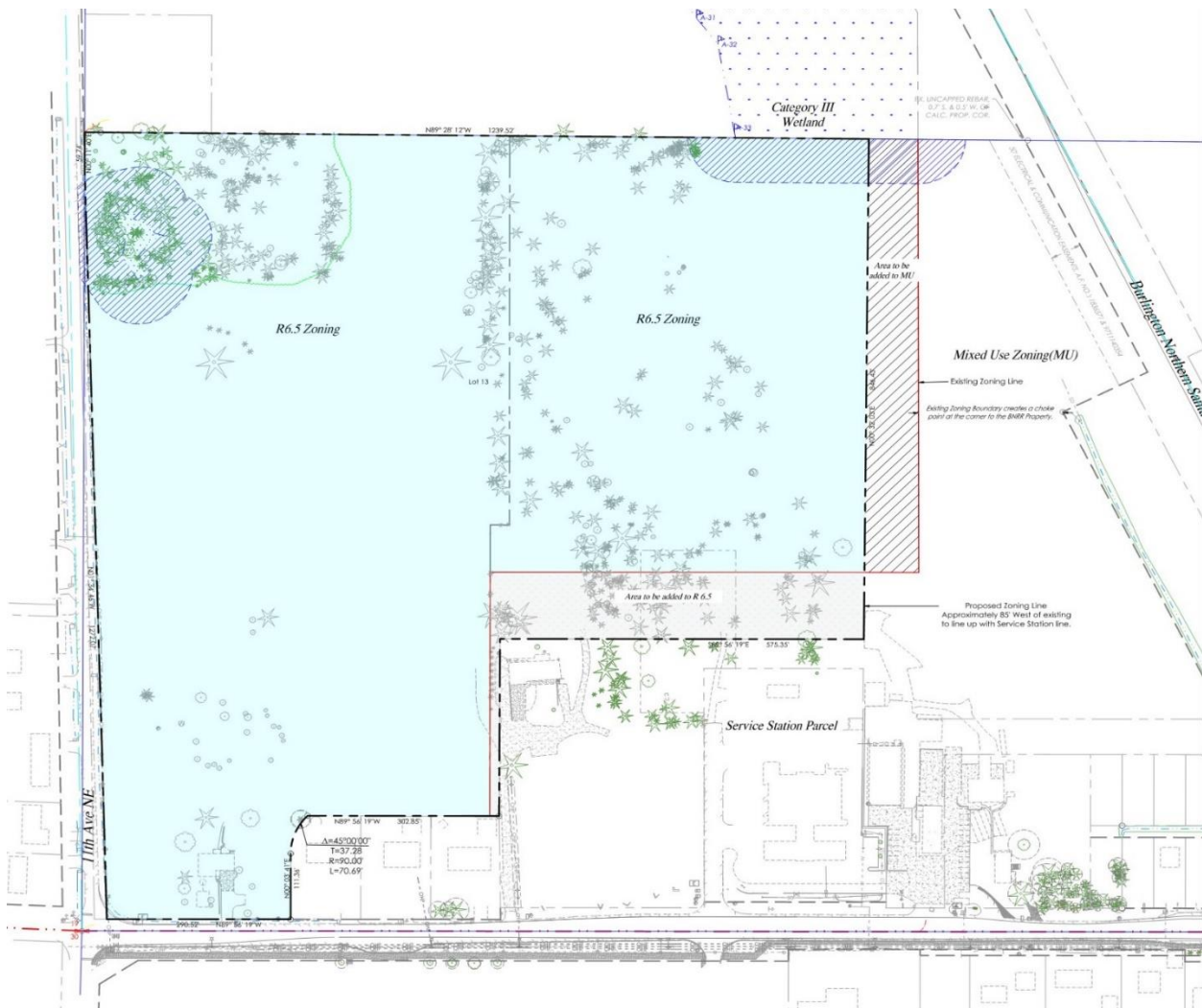
THENCE SOUTH 00°03'03" WEST 412.79 FEET;

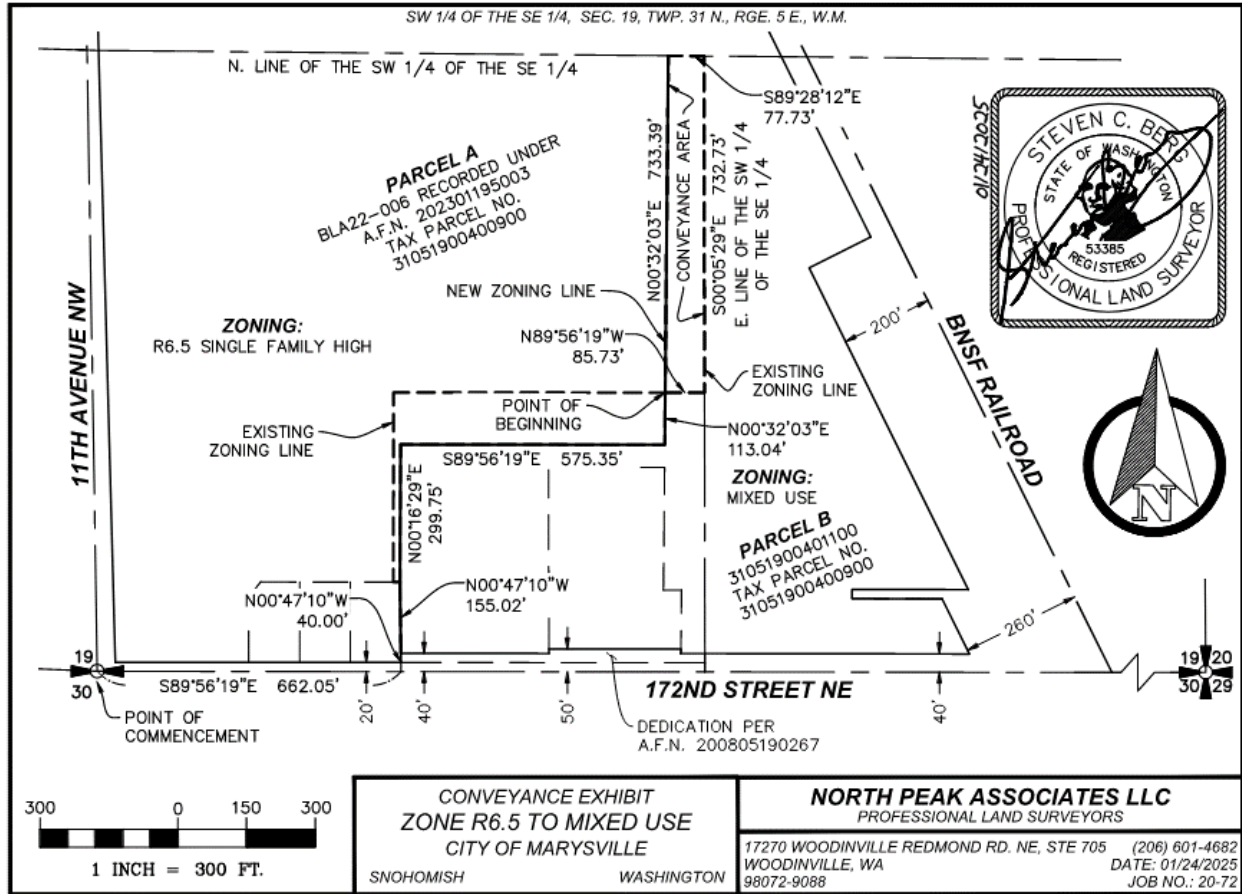
THENCE SOUTH 89°56'19" EAST 14.42 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIPTION CONTAINS 71,350 SQUARE FEET OR 1.638 ACRES, MORE OR LESS;

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

EXHIBIT C





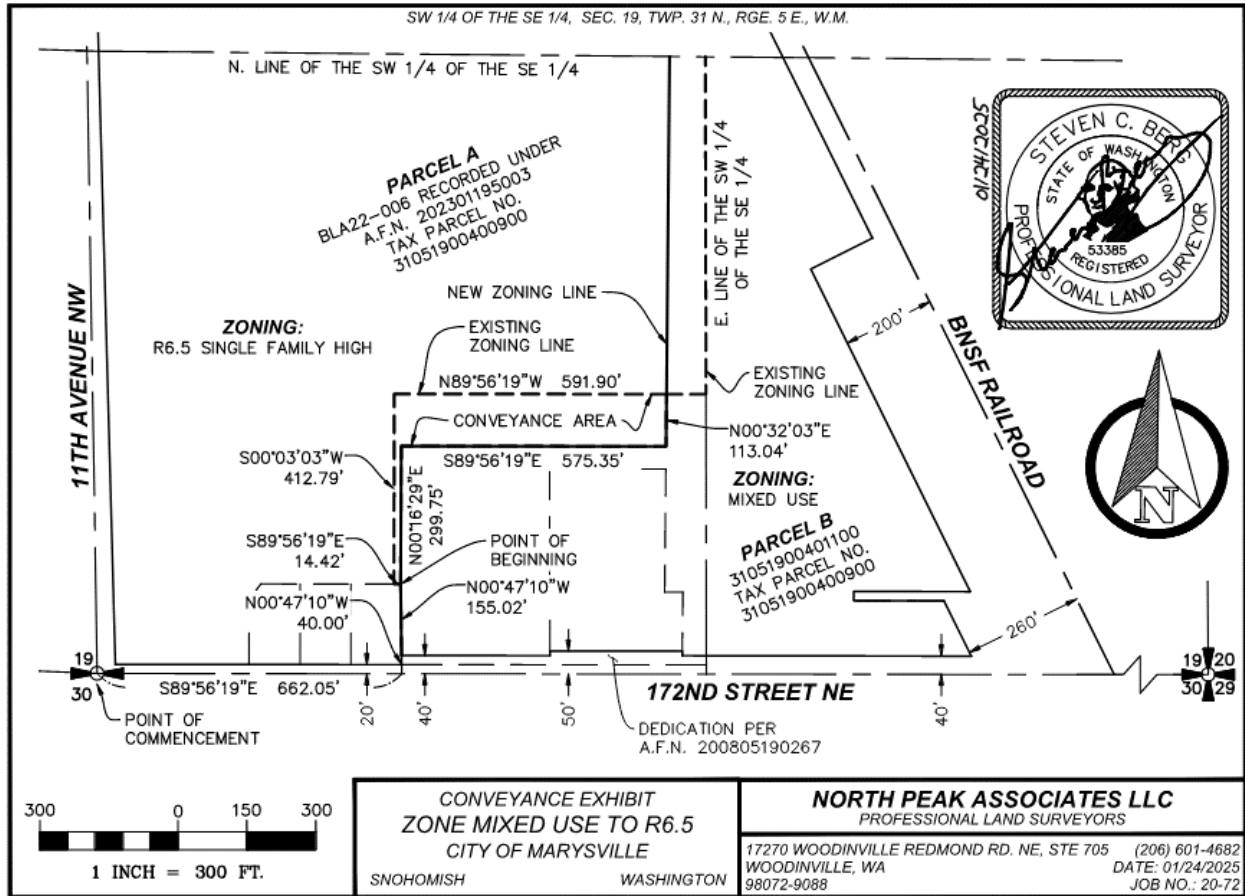


EXHIBIT D

CITY OF MARYSVILLE
Hearing Examiner
Findings, Conclusions and Decision

APPLICATION: Lakewood Heights Planned Residential Development
FILE NO.: PA 24-008
LOCATION: 1125 and 1507 172nd Street NE, Marysville, WA 98270
PROPOSAL: Preliminary Subdivision and Planned Residential Development (PRD) approval to subdivide 29.48 acres into 182 detached single family lots, and concurrently receive the Hearing Examiner's Recommendation of Approval of the concurrent rezone to City Council for Affirmation and adoption by ordinance.

SUMMARY OF DECISION

Staff Recommendation: Approve the Preliminary Subdivision, Planned Residential Development (PRD) as proposed in the preliminary application materials, and receive the Hearing Examiner's Recommendation of Approval of the concurrent rezone of approximately 1.38 acres from Mixed Use to Single Family High Density and 1.64 acres from Single Family High Density to Mixed Use, to City Council for affirmation and adoption by ordinance.

Hearing Examiner Decision: Approve the Preliminary Subdivision, Planned Residential Development (PRD) as proposed in the preliminary application materials

Recommend Approval of the concurrent rezone of approximately 1.38 acres from Mixed Use to Single Family High Density and 1.64 acres from Single Family High Density to Mixed Use, to City Council for affirmation and adoption by ordinance.

PUBLIC HEARING

After reviewing the exhibits in the official file, that included the Marysville Community Development Department Staff Recommendation, the Hearing Examiner conducted a public hearing regarding the request from MJS Investors to create a 182-lot subdivision on a 29.48-acre site. The hearing was opened at 6:00 p.m., January 16, 2025, and was closed at 6:20 p.m.. The



public hearing took place in hybrid format, both in-person

and by Zoom teleconference. The Hearing Examiner and representatives of City staff and the applicant attended in-person. No members of the public attended or commented at this hearing. Participants are listed in this report, together with a summary of their testimony. A verbatim recording of the hearing and summary minutes are available from the Community Development Department. The exhibits entered into the record and a list of parties of record are listed at the end of this report.

HEARING COMMENTS AND TESTIMONY

The Hearing Examiner opened the public hearing, outlined the procedures for the hearing and admitted Exhibits 1-39 into the public record. The Hearing Examiner summarized the request for a 182-lot subdivision on 29.48 acres.

Testimony was provided by city of Marysville Community Development Department staff and a representative of the applicant. A summary of the testimony is as follows:

City of Marysville, Community Development Department

Amy Hess, Senior Planner briefly summarized the proposal and described the site and the residential density incentives that the developer is employing to achieve 29 “bonus” units. Vehicle access improvements are planned including internal streets and a new roundabout at the intersection of 172nd Street NE and 11th Avenue NE. Frontage improvements will be provided on 172nd Street NE and 11th Avenue NE to include curb, gutter, landscape and sidewalk. An on-site wetland and wetland buffers will be enhanced and protected in tracts. A SEPA mitigated determination of non-significance was issued on November 25, 2024 with 13 mitigation conditions. A rezone is proposed to resolve a split zoning concern, with 1.3 acres proposed to change from MU to R-6.5 and 1.64 acres from R-6.5 to MU. Staff recommends the Hearing Examiner approve the proposed preliminary subdivision/planned residential development, and to recommend approval of the proposed rezone.

Representative of the Applicant

Merle Ash from Land Technologies, Inc. represented the developer and expressed concurrence with the staff recommendation and the conditions of approval. There is a benefit to the community with the addition of new housing proximate to urban services and with on-site open space and recreation opportunities. Stormwater will be retained and infiltrated on-site. Sewer will be extended westward to the site, requiring a boring under the railroad tracks that are to the east. A rezone is proposed to better align the areas on the site appropriate for residential use and mixed use.

Public Comments

None

WRITTEN COMMENTS

None

FINDINGS, CONCLUSIONS AND DECISION

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

A. FINDINGS

1. The Hearing Examiner finds that the information provided in the Marysville Community Development Department Staff Recommendation (Exhibit 39) is supported by the evidence presented during the hearing and does by this reference adopt the Staff Recommendation as portion of the Hearing Examiner's findings and conclusions.
2. The minutes of the hearing accurately summarize the testimony offered at the hearing and are by this reference entered into the official record.
3. The applicant has provided evidence and has demonstrated that the request meets all of the Application Review Criteria in accordance with MMC Section 22G.010.140(3)(a-d) as documented in Section 13 the Marysville Staff Recommendation (Exhibit 39).
4. Staff has documented the basis for approval of the proposed rezone in accordance with the Comprehensive Plan Rezone Criteria in MMC 22G.010.440 (1) in Section 14 of the Marysville Staff Recommendation (Exhibit 39), and in accordance with the Rezone Criteria - Edge of Land Use Districts in MMC 22G.010.440 (2) in Section 15 of the Marysville Staff Recommendation.
5. Staff has documented the basis for approval of a proposed subdivision in accordance with MMC 22G.090.130(1-10) Section 18 of the Marysville Staff Recommendation (Exhibit 39).
6. MMC 22G.010.170(3)(a-e) requires that the Hearing Examiner not approve a proposed development without first making the following findings and conclusions:

- a. The development is consistent with the Comprehensive Plan and meets the requirements and intent of the Marysville Municipal Code.

City of Marysville Staff Response

The Comprehensive Plan designation for the subject property is Mixed Use and R-6.5 Single Family High Density; however, 1.38 acres of the R-6.5 area is proposed to be rezoned to Mixed Use, and 1.79 acres of the Mixed Use area is proposed to be rezoned to R-6.5. This results in a reduction of Mixed Use zoning of approximately 0.42 acres. The proposed development and subsequent use of the property will be consistent with the pertinent development policies outlined in the Marysville Comprehensive Plan and the intent of the Marysville Municipal Code, as conditioned herein. Compliance with specific Comprehensive Plan policies is documented in Section 13(c) in the Staff Recommendation.

Hearing Examiner Finding

Concur with the staff response.

- b. The development makes adequate provisions for open space, environmentally sensitive areas, drainage, streets and other public ways, transit stops, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.

City of Marysville Staff Response

Based on a review of the preliminary PRD subdivision map and application materials, the development makes adequate provisions for open space, environmentally sensitive areas, drainage, streets and other public ways, transit stops, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.

Hearing Examiner Finding

Concur with the staff response.

- c. The development is beneficial to the public health, safety and welfare and is in the public interest.

City of Marysville Staff Response

Per Finding 13(d) in the Staff Recommendation, the proposed PRD subdivision is beneficial to the public health, safety and welfare and is in the public interest as the PRD subdivision has been designed in accordance with applicable Marysville Municipal Code requirements.

Hearing Examiner Finding

Concur with the staff response.

- d. The development does not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan. If the development results in a level of service lower than those set forth in the comprehensive plan, the development may be approved if improvements or strategies to raise the level of service above the minimum standard are made concurrent with the development. For the purpose of this section, “concurrent with the development” is defined as the required improvements or strategies in place at the time of occupancy, or a financial commitment is in place to complete the improvements or strategies within six years of approval of the development.

City of Marysville Staff Response

As conditioned, the development does not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan.

Hearing Examiner Finding

Concur with the staff response.

- e. The area, location and features of land proposed for dedication are a direct result of the development proposal, are reasonably needed to mitigate the effects of the development and are proportional to the impacts created by the development.

City of Marysville Staff Response

As conditioned, the area, location and features of land proposed for dedication are a direct result of the development proposal, are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

Hearing Examiner Finding

Concur with the staff response.

B. CONCLUSIONS

1. Rezone. The Hearing Examiner concludes that the proposed rezone is consistent with the Comprehensive Plan Rezone Criteria in MMC 22G.010.440 (1) and is in accordance with the Rezone Criteria - Edge of Land Use Districts in MMC 22G.010.440 (2).
2. Planned Residential Development. The Hearing Examiner concludes that the applicant has demonstrated that the proposal is consistent with the provisions for a Preliminary Subdivision. Responses to each of the Application Review criteria in MMC 22E.010.140(3)(a-d) and to the Public Hearing-Elements Considered in MMC 22G.090.130 (1-10) are deemed

to be satisfactory with respect to their intent. The proposal complies with the Hearing Examiner-Required Findings in MMC 22G.010.170(3)(a-e).

C. RECOMMENDATION FOR THE PROPOSED REZONE

The Hearing Examiner recommends approval of the request to rezone approximately 1.38 acres from Mixed Use to Single Family High Density and 1.64 acres from Single Family High Density to Mixed Use, to the City Council for affirmation and adoption by ordinance.

D. DECISION ON THE LAND USE PROPOSAL

Based upon the foregoing findings of fact and conclusions, the Hearing Examiner approves the request for a Preliminary Subdivision for the proposed Lakewood Heights Planned Residential Development, with the 25 conditions in the Staff Recommendation dated December 20, 2024 (Exhibit 39)

1. The preliminary subdivision configuration received on December 3, 2024 (Exhibit 034) shall be the approved plat configuration.
2. Prior to civil construction plan approval, a final landscape plan prepared in accordance with MMC Chapter 22C.120, Landscaping and Screening, and MMC Chapter 22C.065, Lakewood Neighborhood Master Plan Area, shall be submitted for review and approval.
3. Prior to civil construction plan approval, the applicant shall demonstrate that the active open space is of a grade and surface suitable for recreation as required by MMC Section 22G.080.100(2).
4. Applicant shall install a bus stop/pad in the location determined and approved by Community Transit and/or Washington State Department of Transportation (WSDOT).
5. Prior to civil construction plan approval, a lighting site plan which identifies lighting equipment, locations and standards, and implements the design standards set forth in MMC 22C.065.390 shall be submitted for review and approval. Appropriate lighting levels shall be provided in all areas used by pedestrians or automobiles.
 - a. Decorative street-lighting, as required by the City Traffic Engineer and MMC 22C.065.390 shall be installed.
6. The applicant shall connect the existing service station, located at 1411 172nd Street NE, to sanitary sewer. The existing septic system shall be decommissioned in accordance with Snohomish Health District requirements and the septic easement extinguished. Applicant shall be responsible for any/all fees associated with connection.
7. Prior to final PRD subdivision approval, any existing on-site wells, if any, shall be abandoned in accordance with Snohomish Health District requirements.
8. The project shall comply with the phasing plan submitted December 3, 2024 (Exhibit 035), if phasing is pursued.

9. Future homes on lots 12-13, 36-39, 69-70, 88-89, 104, 166-167, 174-175, or as otherwise determined by the Marysville Fire Marshal, shall require installation of approved residential fire sprinkler systems.
10. Direct access from individual lots onto 11th Avenue NE is prohibited.
11. The joint use autocourts shall be constructed with scored concrete, paving blocks, bricks, or other ornamental pavers to clearly indicate that the entire surface is intended for pedestrians as well as vehicles, as outlined in the City of Marysville Design Guidelines and Engineering Design and Development Standard (EDDS) Section 3-219.
12. In order to achieve greater density as permitted by MMC 22G.080.080, the applicant shall be required to comply with MMC Chapter 22C.090 Residential Density Incentives (RDI). Demonstrated compliance shall be provided with final plat submittal.
 - a. Any and all RDI financial contributions shall be paid prior to BSP/Plat recording with Snohomish County, WA.
 - b. Any and all RDI improvements/facilities/amenities shall be installed prior to BSP/Plat recording with Snohomish County, WA.
13. Construction of the subdivision and units will be required to comply with all applicable standards outlined in the Lakewood Neighborhood Design Standards and Guidelines.
 - a. All lots less than 5,000 square feet shall adhere to the Small Lot Design Standards in MMC 22C.010.310. configuration (Exhibit 31) shall be the approved plat configuration.
14. Accessory dwelling units are prohibited pursuant to MMC Section 22G.080.070(1), or as otherwise amended.
15. Per the Findings and Conclusions of the Traffic Impact Analysis, the proposed development will impact Snohomish County capital improvement projects. Prior to recording, the applicant shall make payment in the amount of \$65,194.00 for traffic impacts on Snohomish County roads to Snohomish County, and provide the City with receipt of payment.
16. The applicant shall submit payment to Lakewood School District No. 306 for school impacts caused by the development in accordance with MMC Chapter 22D.040, School Impact Fees and Mitigation. School mitigation fees will be based on the fee schedules in effect at the time an individual building permit application is accepted by the City, and will be required to be paid prior to building permit issuance unless deferred until a time preceding final building inspections being granted.
17. The applicant shall submit payment to the City of Marysville for park impacts caused by the development in accordance with MMC Chapter 22D.020, Parks, Recreation, Open Space and Trail Impact Fees and Mitigation. Park mitigation fees will be based on the fee schedules in effect at the time an individual building permit application is accepted by the City, and will be required to be paid prior to building permit issuance unless deferred until a time preceding final building inspections being granted.

18. The applicant shall install a decorative fence (not standard 6' cedar), decorative masonry wall, or other hardscape fencing in the landscape tracts adjacent to 11th Avenue NE, as approved by the Director. Detail shall be provided on civil construction plans.
19. A six-foot sight-obscuring fence may be required as determined by MMC 22G.090.580.
20. The maximum height of any fence located on the front property line is four (4) feet, unless the director finds that a taller fence is required by code for safety.
21. All proposed fencing shall be consistent with MMC 22C.065.120.
22. Prior to final PRD approval, the applicant shall submit to the City for its approval, covenants, deed restrictions, homeowners' association bylaws, and other documents providing for preservation and maintenance of all common open space, parking areas, walkways, landscaping, signs, lights, roads, and community facilities consistent with MMC Section 22G.080.120. All common areas and facilities shall be continuously maintained at a minimum standard at least equal to that required by the City, and shall be approved by the City at the time of initial occupancy. Said restrictive covenants shall also include provisions to address parking enforcement and a statement from a private attorney as the adequacy of the covenants to fulfill the requirement of the PRD.
23. All power lines, telephone wires, television cables, fire alarm systems and other communication wires, cables or line shall be placed underground either by direct burial or by means of conduit or ducts providing service to each building. This applies to frontages along 172nd Street NE, 11th Avenue NE, and all internal plat roads.
24. The project is subject to the seven (7) mitigation measures in the Concurrency Recommendation issued November 18, 2024 (Exhibit 030).
25. The subdivision is subject to the thirteen (13) conditions of approval outlined in the SEPA MDNS issued November 25, 2024 (Exhibit 032).

Dated this 17th day of January, 2025.



Kevin D. McDonald, AICP

City of Maryville Hearing Examiner

EXHIBITS

The following exhibits were offered and entered into the record:

Exhibit 001 Land Use Permit Application	Exhibit 021 Technical Review Comments 1
Exhibit 002 Project Narrative	Exhibit 022 Public Comments
Exhibit 003 Title Report	Exhibit 023 Resubmittal Letter – First Technical Review
Exhibit 004 Environmental Checklist (SEPA)	Exhibit 024 Preliminary Plat Map
Exhibit 005 Critical Areas Report	Exhibit 025 Preliminary Civil Plans
Exhibit 006 Mitigation Plan	Exhibit 026 Stormwater Report
Exhibit 007 Traffic Impact Analysis	Exhibit 027 Traffic Impact Analysis
Exhibit 008 Snohomish County Traffic Offer	Exhibit 028 Fire Flow Memo
Exhibit 009 Geotechnical Report	Exhibit 029 Technical Review Comments 2
Exhibit 010 Drainage Report	Exhibit 030 Concurrency Recommendation
Exhibit 011 Stormwater Pollution Prevention Plant	Exhibit 031 Concurrency Acceptance
Exhibit 012 Building Elevations	Exhibit 032 SEPA MDNS
Exhibit 013 Preliminary Landscape Plan	Exhibit 033 Notice of SEPA MDNS
Exhibit 014 Preliminary Plat Map	Exhibit 034 Plat Map Updated 12.3.2024
Exhibit 015 Preliminary Civil Plans	Exhibit 035 Phasing Plan
Exhibit 016 Letter of Completeness	Exhibit 036 Notice of Public Hearing
Exhibit 017 Notice of Application	Exhibit 037 Affidavit of Publication – MDNS
Exhibit 018 Request for Review	Exhibit 038 Affidavit of Publication – Public Hearing
Exhibit 019 Affidavit of Publication	Exhibit 039 Staff Recommendation
Exhibit 020 Snohomish County Traffic Offer - signed	

PARTIES of RECORD at the PUBLIC HEARING

Amy Hess, Senior Planner Community Development Department 501 Delta Avenue Marysville, WA 98270	Merle Ash Land Technologies, Inc 18820 3 rd Avenue NE Arlington, WA 98223
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RECONSIDERATION - MMC 22G.010.190.

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within fourteen (14) days of the final written decision. The request shall comply with MMC 22.010.530(3). The hearing examiner shall consider the request within seven (7) days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and reissue the decision. Reconsideration should be granted only when a legal error has occurred, or a material factual issue has been overlooked that would change the previous decision.

JUDICIAL APPEAL - MMC 22G.010.560.

1. Appeals from the final decision of the hearing examiner, or other city board or body involving MMC Title 22 and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court pursuant to the Land Use Petition Act, Chapter 36.70C RCW, within 21 days of the date the decision or action

became final, unless another applicable appeal process or time period is established by state law or local ordinance.

2. Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law within the applicable time period. This requirement is jurisdictional.
3. The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The record of the proceedings shall be prepared by the City or such qualified person as it selects. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 10, 2025

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

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Establishing a Residential Density Incentive Fund

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

SUMMARY: Revenue from residential density incentive is currently accounted for in the General Fund. This Ordinance is to establish a Residential Incentive Fund, a separate fund, restricting use of this revenue for eligible capital projects as contemplated in MCC Chapter 22C.090

ATTACHMENTS:
[Ordinance - RDI Fund Codification.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, ESTABLISHING A RESIDENTIAL INCENTIVE FUND AND
CREATING A NEW CHAPTER OF THE MUNICIPAL CODE.**

WHEREAS, chapter 22C.090 of the municipal code sets forth the requirements in regard to residential density incentives; and

WHEREAS, the City from time to time receives payments for a developer to earn a residential density incentive; and

WHEREAS, these funds may be used only for identified capital projects; and

WHEREAS, in order to provide for the proper accounting of funds received for residential density incentives it is necessary to establish a separate fund in the budget.

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

SECTION 1. A new chapter is added to the municipal code as chapter 3.17 as set forth in Exhibit A.

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. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

Chapter 3.17 RESIDENTIAL DENSITY INCENTIVE FUND

Sections:

3.17.010 Fund created, source of money, and expenditures.

3.17.010 Fund created, source of monies, and expenditures.

(1) There is established a “residential density incentive fund” into which all payments for residential density incentives collected pursuant to chapter 22C.090 will be deposited.

(2) Expenditure of funds collected to residential density incentive assessments pursuant to chapter 22C.090 are subject to the restrictions of that chapter and will be used only for identified capital projects.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 10, 2025

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Snohomish County Human Services First Responder Flex Fund

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and accept the 2025 Snohomish County Human Services First Responder Flex Fund Grant in the amount of \$10,295.

SUMMARY: The police department has for some time, received an annual grant award (First Responder Flex Fund) from Snohomish County Human Services. This grant is intended to be utilized by the CARE unit for the purpose of combating and ending homelessness. This year's award amount is \$20,395.

ATTACHMENTS:
[Proposed Contract - First Responder Flex Fund.pdf](#)

Snohomish County Human Services
3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201
(425) 388-7200



CONTRACT SPECIFICS	Contract Number: <u>BH-25-62-08-200</u> Maximum Contract Amount: <u>\$10,295</u>			
	Title of Project / Service: <u>First Responder Flex Fund</u>			
	Start Date: <u>01/01/2025</u>	End Date: <u>12/31/2025</u>	Status Determination: <u>Subrecipient</u>	v
CONTRACTING ORGANIZATION	Agency Name: <u>City of Marysville</u>			
	Address: <u>501 Delta Ave</u>			
	City, State & Zip: <u>Marysville, WA 98270</u>		IRS Tax No. / EIN: <u>91-6001459</u>	
	Contact Person: <u>Jim Lawless</u>		Unique Entity Identifier: <u>KENDBGSMVPQ7</u>	
	Telephone: <u>360-363-8310</u>		Email Address: <u>jlawless@marysvillewa.gov</u>	
FUNDING SPECIFICS	Funding Authority: <u>RCW 36.22.1791 and 43.185c</u>			
	ALN* No. & Title: <u>N/A</u>			
	Funding Specifics: <u>Ending Homelessness Program</u>			
	Funding Source: <u>County</u> v		Federal Funding Addendum Attached: ☐ Yes ☒ No	
COUNTY	Program Division	Contact Person	Contact Email	Contact Phone
	<u>Behavioral Health</u> v	<u>Cleo Harris</u>	<u>cleo.harris@snoco.org</u>	<u>425-388-7423</u>

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions HSD-2018-103-200, maintained on file at the Human Services Department:

Business Associate Agreement BAA-2018-103-200, maintained on file at the Human Services Department:

Specific Terms and Conditions Attached as Exhibit A

Statement of Work/Project Description Attached as Exhibit B

Approved Contract Budget Attached as Exhibit C

Approved Invoice Attached as Exhibit D

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS. * ALN is the Assistance Listing Number formerly known as CFDA number for federal funding

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

(Signature) _____ (Date) _____

(Title) _____

Mary Jane Brell Vujovic, Director _____ (Date) _____

Department of Human Services

EXHIBIT A
SPECIFIC TERMS AND CONDITIONS
FIRST RESPONDER FLEX FUND

I. DEFINITION OF TERMS

- A. Access to Care Standards (ACS): The Division of Behavioral Health and Recovery (DBHR) a division of the HCA (Health Care Authority) minimum eligibility requirements for Medicaid adults & Medicaid older adults guidelines reflect the most restrictive eligibility criteria that can be applied, pursuant to RCW 71.24. North Sound Behavioral Health Administrative Services Organization (BH-ASO) may expand coverage based on availability of local resources.
- B. Adjudicated Youth: Refers to a youth who has been determined by a juvenile court judge to have committed a delinquent offense.
- C. Advanced Directive: A written document that contains directions and preferences for treatment and care during times an individual is having difficulty communicating or making decisions.
- D. Aging Population: Age 65 and older.
- E. ASAM: Acronym for American Society of Addiction Medicine.
- F. Behavioral Health: The prevention, treatment of, and recovery from substance use disorders, mental health disorders, and/or problem and pathological gambling disorders.
- G. Case Management: Assistance to a recipient and family (or significant other) to obtain, maintain, or develop appropriate resources.
- H. Child: Refers to an individual under the age of ten (10).
- I. Community Outreach and Intervention: Services to link individuals to treatment and other appropriate support services.
- J. Complaint: A verbal or written statement by a participant that expresses dissatisfaction with some aspect of services covered under this Agreement, the Primary Care Provider, or Agency.

- K. Contingency Management: An evidence-based practice allowing individuals to earn tangible rewards to reinforce positive behaviors such as service attendance, abstaining from drugs and alcohol, and involvement in pro-social activities.
- L. Corrective Action/Compliance Review: When findings from monitoring efforts or audits show that there are apparent violations of this Contract, the Agency shall implement corrective action within specified timeframes determined by the County.
- M. Corrective Action Plan (CAP): A written plan specifying what a Contractor is required to do to be compliant. This includes required improvements and a timeline for such action(s) to be accomplished.
- N. Counselors: Personnel employed by the Agency who meet the criteria as defined in WAC.
- O. COVID-19: An infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- P. Cultural Competence: A set of congruent behaviors, attitudes and policies that come together in a system or Agency and enable that system or Agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge, and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.
- Q. Cultural Humility: The lifelong practice of being aware and thinking of one's own values, beliefs, own biases, and social position within the context of the present moment and be aware of and sensitive to historic realities like legacies of violence and oppression against certain groups of people.
- R. Direct Student Services (DSS): Include, face-to-face sessions with an individual student and/or the student's family to address the student's needs.
- S. Department of Social and Health Services (DSHS), or the department, or the Department: DSHS of the State of Washington and its Secretary, officers, employees, and authorized agents.
- T. DSM 5: Acronym for the Diagnostic and Statistical Manual of Mental Disorders fifth edition.

- U. Evidenced Based Treatment: A program, policy or practice recognized by research that, when applied in treatment, has improved outcomes for clients, participants, or communities.
- V. Fair Hearing: A grievance hearing before the Washington State Office of Administrative Hearings.
- W. Family: Those the individual defines as family or those appointed/assigned (e.g., parents, foster parents, guardians, siblings, caregivers, and significant others).
- X. Flex funds: Funds provided through a program that are used to procure goods and/or services directly related to the needs of the participant as outlined in Exhibit B.
- Y. GAIN-SS: Acronym for Global Appraisal of Individual Needs Short Screening.
- Z. Grievance: An expression of dissatisfaction about any matter. The term is also used to refer to the overall process that includes grievances handled at the NSBHASO level and access to the state fair hearing process. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness, or failure to respect the enrollee's rights.
- AA. Hardship Insured: Individuals with insurance who cannot afford to pay insurance deductibles or co-pays.
- BB. HCA: Refers to the Health Care Authority.
- CC. Healing Organization: An organizational system where staff policies, procedures, services, and treatment models apply an understanding of trauma embedded within them. Their approaches to providing services are trauma-shielding or trauma-reducing.
- DD. HIPAA: Acronym for "Health Insurance Portability and Accountability Act." Additional information is outlined in the Business Associate Agreement as referenced on the face sheet of this Contract.
- EE. Housing Services: The services or activities designed to assist individuals or families in locating, obtaining, or retaining suitable housing. Component services or activities may include tenant counseling, helping individuals and families to identify and correct substandard housing conditions on behalf of individuals and families who are unable to protect their own interests and assisting individuals and families to understand leases, secure utilities and make moving arrangements.

- FF. Independent Peer Review: To assess the quality, appropriateness and efficiency of treatment services provided in the state to individuals under the program involved.
- GG. Indirect Student Services (ISS): Include all contact with an individual student's support system.
- HH. Individual Treatment: Planned therapeutic or counseling activity provided to a sole eligible individual by one (1) or more counselors.
- II. Individual: Previously known as client, consumer, patient, or participant.
- JJ. Labor Harmony Requirement: A "No Service Disruption Guarantee" outlined in Exhibit E, as applicable.
- KK. Low Income: Participants whose monthly income does not exceed 250% of the national poverty index, or as negotiated in your Contract.
- LL. MCO: Acronym for Managed Care Organization.
- MM. Mental Disorder: A disorder as defined in RCW 71.34.020(13) for children and RCW 71.05.020(26) for adults.
- NN. Mental Health Professional (MHP): Personnel employed by the Agency who meet the criteria as defined in WAC.
- OO. NSBHASO: Acronym for "North Sound Behavioral Health Administrative Services Organization."
- PP. No Service Disruption Guarantee: An agreement to maintain services and prevent a disruption of service caused by labor unrest. See "Labor Harmony Requirement" above. Additional information is outlined in Exhibit E., Attachment A, as applicable.
- QQ. Nurse Family Partnership (NFP): An evidence based, community health program for vulnerable mothers pregnant with their first child.
- RR. Outcome: An outcome defines changes that occur as a result of the program's work. Examples include Short Term (a change in learning: awareness, knowledge, skills, motivations); Intermediate (a change in action: behavior, practice, decision-making, policies); Long Term (consequences: social, economic, environmental).

- SS. Outpatient Counseling: The provision of substance abuse treatment, mental health treatment and other support services according to a prescribed plan in a non-residential setting.
- TT. Output: An output details what the program does and is usually a count of something. Examples include Activities (the actual tasks done such as screenings, assessments, workshops); Participation (who the program serves; customers and stakeholders).
- UU. Outreach/Education Services (OES): Training and information sharing to Agency staff and external providers about the Student Support Advocate program not directly related to a particular case management student.
- VV. Personal Information: Information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- WW. Quality Assurance: A focus on compliance to minimum requirements (e.g., rules, regulations, and contract terms) as well as reasonably expected levels of performance, quality, and practice.
- XX. Recovery: The processes through which people are able to live, work, learn, and participate fully in their communities.
- YY. Referral: A process of directing an Individual to available specialty care or services.
- ZZ. Remote Learning: Also referred to as distance learning, gives learners who aren't in a physical location for in-person education access to online training materials.
- AAA. RCW: Acronym for "Revised Code of Washington."
- BBB. Resiliency: The personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.
- CCC. Shall: Compliance is mandatory.
- DDD. SHP: Acronym for Supportive Housing Program.
- EEE. Substance Use Disorder Professional (SUDP) (formerly CDP): Personnel employed by the Agency who meet the criteria defined in WAC.

- FFF. Substance Use Disorder Professional Trainee (SUDPT) (formerly CDPT): Personnel employed by the Agency who meet the criteria defined in WAC.
- GGG. Serious Mental Illness (SMI): According to Federal Register Vol. 58, No. 96, May 20, 1993, persons aged 18 and over who currently, or at any time during the past year, have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the current DSM, that has resulted in functional impairment which substantially limits one or more major life activities.
- HHH. Strengthening Families Program 10-14: Refers to the evidence-based prevention program developed at Iowa State University for families and young adolescents.
- III. Student Support Advocate (SSA): Personnel hired by the school district to perform contracted services.
- JJJ. Substance Use Disorder (SUD): Acronym for "Substance Use Disorder." This definition replaces the definition for Chemical Dependency.
- KKK. Telehealth: The distribution of health-related service and information via electronic information and telecommunication technologies.
- LLL. TILT Team: Refers to the Trauma-Informed Leadership Team, the selected group of staff dedicated to the advancement of Trauma-Informed Practices in the school or Agency.
- MMM. Trauma: Refers to experiences that cause intense physical and psychological stress reactions. It can refer to "a single event, multiple events, or a set of circumstances that is experienced by an individual as physically and emotionally harmful or threatening and that has lasting adverse effects on the individual's physical, social, emotional, or spiritual well-being.
- NNN. Trauma-Informed: A trauma-informed approach to the delivery of behavioral health services includes an understanding of trauma and an awareness of the impact it can have across setting, services, and populations. It involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events, whether acute or chronic. Per SAMHSA, the three key elements of a trauma-informed approach include: realizing the prevalence of trauma; recognizing how trauma affects all individuals involved with the program, organization, or system, including its own workforce; and responding by putting this knowledge into practice.

- OOO. Trauma-Informed Care: TIC is a strengths-based service delivery approach “that is grounded in understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment. TIC also involves vigilance in anticipating and avoiding institutional processes and individual practices that are likely to retraumatize individuals who already have histories of trauma, and it upholds the importance of consumer participation in the development, delivery, and evaluation of services.
- PPP. Trauma-Informed System: An organizational system which has developed a shared language to define, normalize, and address the impact of trauma on clients and the workforce. The organization operates from a foundational understanding of the nature and impact of trauma.
- QQQ. Veteran: A veteran is defined as an individual that has served as a member of the armed forces, active duty or reserves, for at least one day. This will also include service in the National Guard, as well as Merchant Marines in support of US resources in wartime. Veteran status may be verified through self-identification, discharge certificate, or Department of Defense Form DD-214.
- RRR. WAC: Acronym for “Washington Administrative Code”.
- SSS. WSUE: Refers to Washington State University Extension, a division of Snohomish County Parks & Recreation Department (PRD).
- TTT. Youth: Means a person from age ten (10) through age seventeen (17).

II. PERFORMANCE STANDARDS AND LICENSING

- A. The Agency shall meet the requirements of WAC, applicable local and state rules, and state and federal statutes. In addition, the Agency shall meet the applicable specific program requirements for licensure and certification to perform contracted services. A copy of the certification shall be submitted to the County upon request.
- B. The Agency shall maintain relevant and appropriate licensure by the State of Washington to provide behavioral health and/or community support services. The Agency shall notify the County in writing within five (5) business days of any change in licensure status.

III. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

- A. All services provided under this Contract shall meet all standards set forth in current, revised and replaced WAC's and RCW's.
- B. The Agency shall meet all applicable standards for program operations set forth in WAC and RCW. The Agency shall ensure that WAC and RCW requirements are followed and are adjusted as the WAC and RCW are amended, revised, eliminated or added.
- C. The Agency shall operate and adhere to fidelity of the model of services utilized by the Agency and as negotiated with the County.
- D. The Agency must have policies and procedures in place to protect and safeguard individually identifiable health information obtained in the course of providing services under this Contract. The Agency shall not disclose an individual's information, directly or indirectly, except to the extent allowed under applicable state or federal laws and regulations. The Agency shall comply with all terms and conditions of Federal Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).
- E. Staff and volunteers who have access to children or vulnerable adults are required to have a background check per RCW and WAC. A background check is required at the time of employment or commencement of volunteer duties. An Agency shall conduct additional background checks if circumstances arise that cause the Agency concern. The Agency shall ensure that all persons convicted of crimes preventing contact with vulnerable populations are prohibited from having access to those populations.
- F. The Agency shall enter data as negotiated with the County. The Agency shall make use of data and specific to the Agency systems or electronic records for the purpose of evaluating and reporting individual and program service outcomes.
- G. The Agency shall comply with all terms and conditions of the Business Associate Agreement.

IV. REIMBURSEMENT PROCEDURES

Services rendered under this Contract shall be reimbursed based on the attached Budget (Exhibit C). Services shall be provided per the attached Statement of Work (Exhibit B).

V. REIMBURSEMENT LIMITATION

- A. The Agency shall utilize the contracted dollar amount to provide services throughout the duration of this Contract.
- B. The Agency shall be responsible for ensuring budget is maintained and that invoices to the County do not exceed the budgeted amount as stated in Exhibit C, Approved Contract Budget.
- C. Utilization of County funding available to this program will be reviewed monthly and the Contract allocation may be reduced and re-allocated at the discretion of the County, where needed if expenditures are not sufficient to fully utilize available funding.
- D. The Agency certifies that work to be performed under this Contract will not duplicate any work to be charged against any other contract, subcontract, or source.

VI. REPORTING REQUIREMENTS

The Agency shall submit all required reports documenting performance in a timely manner. All reports shall be completed on approved forms and in accordance with procedures as issued by the County. In the event the Agency fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Agency or order payment stopped to the Agency in an amount proportional to the data estimated to be outstanding until such time that the data is current.

VII. OTHER REVENUES

Revenues generated by the Agency from other funding sources (e.g. donations, fund-raising) under this program, including fees collected from low-income participants, shall be separately identified and recorded as project income. These funds shall be used exclusively to provide increased levels of service.

VIII. SUBCONTRACTING

- A. The Agency is prohibited from subcontracting any funding and/or services contained within this Contract unless otherwise negotiated with the County.

- B. All rules, regulations and requirements contained in the Basic Terms and Conditions must be met for all subcontracts executed pursuant to this Contract. All subcontracting arrangements require prior written approval from the County.

IX. RECORDS RETENTION

The Agency shall retain all fiscal and clinical books, records, documents and other materials relevant to this Contract in accordance with WAC.

X. LOCATION AND HOURS OF SERVICE

- A. Services provided under this Contract shall be available in Snohomish County for Snohomish County residents.
- B. To ensure participants have consistent access to treatment services, the Agency shall minimally maintain business hours from 9:00 AM through 5:00 PM Monday through Friday, excluding recognized holidays or as negotiated with the County. Any reduction in service hours shall be submitted in writing to the County for approval, fifteen (15) calendar days prior to implementation.
- C. The Agency shall notify the County within ten (10) days of change in personnel which may affect the faithful execution of this Contract.

XI. ELIGIBILITY

- A. County funds shall be the dollar of last resort for billing. The Agency shall determine at time of intake if the individual has medical insurance, including state-sponsored programs providing low-cost health care coverage through private health plans, which covers substance use disorder treatment services. If the individual has medical insurance that covers substance use disorder treatment services, the medical insurance shall be used as the first source of billing to pay for treatment services. The Agency shall ensure that only one source of funding is used at any given time.
- B. Termination of a Contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.
- C. The Agency shall have policies and procedures in place for participant grievances in the case of denial or termination of service or failure to act upon a request for services with reasonable promptness.

XII. MONITORING AND EVALUATION

The Agency shall cooperate with the County in monitoring activities a minimum of once per year or more as deemed appropriate by the County.

XIII. INTERAGENCY COORDINATION

- A. The Agency shall identify the primary agencies with whom they have regular relationships and whose activities substantially affect the delivery of services under this Contract. The Agency shall negotiate and execute working agreements with these agencies to ensure coordinated services and appropriate referral procedures.
- B. Working agreements shall minimally address the following:
 - 1. Program description;
 - 2. Referral procedures and timelines;
 - 3. Release of information procedures;
 - 4. Follow up procedures;
 - 5. Procedures for exchanging information concerning program changes and unavailability of services; and
 - 6. Procedures for problem solving between two (2) agencies.

XIV. EMERGENCY PROCEDURES

The Agency shall have a plan for serving individuals during periods when normal services may be disrupted. Disruption to normal services may include earthquakes, floods, snowstorms, and other natural disasters. Particular attention should be made for those individuals who are most at risk. When services are delivered at the Agency's workplace the plan shall include contact information for high-risk individuals, a list of emergency services, and stores of emergency provisions.

XV. CONTINUING EDUCATION

The Agency shall ensure their staff is effectively trained to implement the services they agree to provide under the terms of this Contract. The Agency is encouraged to inquire about the availability of additional training funds and opportunities to support their continuing education efforts.

XVI. MEETING PARTICIPATION

The Agency shall ensure they have representation at any County-sponsored trainings or meetings. The County shall notify the Agency a minimum of two (2) weeks prior to the event.

XVII. DEFINITIONS AND TERMS

The Agency shall utilize the definitions and terms in this Exhibit A as applicable throughout this Contract or as negotiated with the County.

EXHIBIT B

STATEMENT OF WORK / PROJECT DESCRIPTION

FIRST RESPONDER FLEX FUND

I. DESCRIPTION

- A. The Project shall assist Individuals to remove barriers to housing and/or abate emergency situations through the provision of Flex Fund assistance.
- B. The Project shall serve eligible Individuals only. The individuals/families must be experiencing homelessness or at risk of homelessness.

II. PROGRAM ACTIVITIES

In compliance with the terms of the Contract, the City shall perform the tasks and services as follows:

- A. The City shall develop and maintain a process to disburse Flex Funds to First Responders and Co-Responder Social Workers, not to exceed the total amount included in the Approved Project Budget (Exhibit C).
- B. First Responders and Co-Responder Social Workers shall access Flex Funds in order to procure goods and/or services directly related to the needs of Individuals, which cannot be met through existing categorical services or formal/informal community mechanisms or for an immediate need in which other mechanisms cannot be accessed in a timely manner. Examples of such purchases may include, but are not limited to: shelter, food (for example: a hot meal or food, beverages, groceries to get by for a few days or until another resource can be accessed), clothing (for example: shoes, coats, socks, underclothes, pants, tops, gloves), medical care, transportation, or other basic needs.
- C. Flex Funds are designed to be used by Co-Responders/Social Workers who work with First Responders and by First Responders who may not have a Co-Responder at the time a need is identified. Flex Funds are not intended to be used as a reward or withheld as a punishment. Use of Flex Funds in this manner may lead to a review of this Contract and re-evaluation of this award.
- D. Flex Funds shall not be paid directly to the Individuals or used for the purchase of alcohol, tobacco, vaping, products, marijuana products, firearms, ammunition, or other weaponry.
- E. The City shall utilize flex funds throughout the duration of this Contract and shall not use these funds at the end of the year to "stock up" in lieu of providing

assistance to individuals and families to help end homelessness in real time during the year.

- F. The City shall submit supporting documentation for expenses covered by Flex Funds with the Approved Invoice (Exhibit D) for reimbursement.
- G. The City shall include receipts for services and purchases with the invoice as supporting documentation.
- H. The City shall submit invoices by the tenth (10th) day of the month following flex fund use. Exception: the December invoice must be submitted no later than January 6, 2026.
- I. The County will review fund usage throughout this Contract period and may reallocate unutilized funds to cities that are in need of additional funds.
- J. Funds allocated to the First Responder Flex Fund are determined on an annual basis based on funding availability and are not guaranteed.

III. REPORTS

The City shall submit a report each quarter providing information regarding the number of individuals assisted, number of assistance activities and a description of at least one individual or family that was able to remove a barrier to housing or abate an emergency situation as a result of the Project. The quarterly narrative shall be submitted with the monthly invoice.

EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
FIRST RESPONDER FLEX FUND

AGENCY NAME: City of Marysville
CONTRACT PERIOD: 1/1/2025 to 12/31/2025

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
EHP	1/1/2025 to 12/31/2025	\$ 10,295		\$ 10,295
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 10,295	\$ -	\$ 10,295

MATCHING RESOURCES:

<u>N/A</u>	<u>N/A</u>
<u></u>	<u></u>
<u></u>	<u></u>
TOTAL MATCHING RESOURCES: <u>N/A</u>	

MATCH REQUIREMENTS FOR CONTRACT:	% <u>N/A</u>	AMOUNT: <u>N/A</u>
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OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

CATEGORY	FUND SOURCE EHP	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	OTHER RESOURCES
Salaries/Wages							\$ -	
Benefits							-	
Supplies/Minor Equip.							-	
Prof. Services							-	
Postage							-	
Telephone							-	
Mileage/Fares							-	
Meals							-	
Lodging							-	
Advertising							-	
Leases/Rentals							-	
Insurance							-	
Utilities							-	
Repairs/Maint.							-	
Client Flex Funds							-	
Printing							-	
Dues/Subscrip.							-	
Regis./Tuition							-	
Machinery/Equip.							-	
Administration							-	
Indirect							-	
Miscellaneous							-	
Flex Funds	10,295						10,295	
Misc. Construction							-	
Acquisition							-	
Relocation							-	
							-	
TOTAL	\$ 10,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,295	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
10,295	Flex Funds	Cost of Flex Funds distributed to First Responders
\$ 10,295	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
N/A						

TOTAL: \$0

NOTE: Above figures may reflect rounding



Snohomish County Human Services Department - 3000 Rockefeller, M/S 305, Everett, WA 98201

Contracting City and Address: City of Marysville 501 Delta Ave Marysville,WA 98270	Contract #: BH-25-62-08-200	
	Project Title: First Responder Flex Fund	
	Contract Manager: Cleo Harris (425)388-7423 cleo.harris@snoco.org	
	Reporting Period: _____	To: _____

SUB OBJ	Account Title	Current Expenditures	Contract To Date Expenditures	Total Contract Budget	Contract Budget Balance
52	Flex Funds			\$ 10,295.00	\$ 10,295.00
	TOTALS	\$ -	\$ -	\$ 10,295.00	\$ 10,295.00

Exhibit D
BH-25-62-08-200
City of Marysville
Page 1 of 2



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 10, 2025

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Washington Utilities and Transportation Commission Grant Acceptance

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and accept the grant funds awarded by the Washington Utilities and Transportation Commission (UTC) from the Grade Crossing Protective Fund in the amount of \$12,067.69.

SUMMARY: The police department has been awarded grant funds by the Washington Utilities and Transportation Commission (UTC) from the Grade Crossing Protective Fund in the amount of \$12,067.69. These funds will be utilized to purchase an Unmanned Aerial Surveillance (UAS) device that will in part be used to monitor BNSF rail lines and crossings for hazards and illegal activity.

ATTACHMENTS:

[Project_Agreement_Grade_Crossing_Protective_Fund.pdf](#)
[Washington_Utillities_And_Transportation_Commission.pdf](#)

PROJECT AGREEMENT GRADE CROSSING PROTECTIVE FUND

Docket No.: TR-240666

Commission Approval Date: January 16, 2025

A. PARTIES TO THE AGREEMENT

This project grant agreement (agreement) is entered into between the Washington Utilities and Transportation Commission (UTC), P.O. Box 47250, Olympia, Washington, 98504-7250, and the City of Marysville (grantee), 501 Delta Avenue, Marysville, Washington, 98270, and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF THE AGREEMENT

The agreement pertains to a grant administered by the UTC for the benefit of the grantee pursuant to a UTC order entered in Docket No. TR-240666. This agreement memorializes any conditions of the grant imposed by the UTC in such order. As stated in the General Provisions, Section 17, the UTC order pertaining to the project takes precedence over this agreement in the event of conflict.

C. DESCRIPTION OF PROJECT

TR-240666 involves purchase and deployment of an unmanned aerial system (drone and accessories) to improve rail safety in Marysville along the BNSF right-of-way. Additional information about the project can be found in the grantee's application.

D. PERIOD OF PERFORMANCE

The project reimbursement period shall begin on January 16, 2025, and end on May 31, 2025. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this agreement.

E. PROJECT FUNDING

Total grant funding awarded by the UTC for this project shall not exceed \$12,067.69. The total approximate cost of the project is \$12,067.69. The grantee shall be responsible for project oversight and any additional costs.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties are subject to this agreement and its attachments, including the grantee's application, the UTC's order pertaining to the project, and the general provisions, all of which are attached to and/or incorporated by reference into this agreement.

Except as provided, no alteration of any of the terms or conditions of this agreement will be effective unless provided in writing. All alterations must be signed by both parties.

The grantee has read, fully understands, and agrees to be bound by all terms and conditions in the UTC's order pertaining to the project and in this agreement.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND UTC POLICIES

This agreement is governed by, and the grantee shall comply with, all applicable state and federal laws and regulations, including RCW 81.53, WAC 480-62, and the UTC's order pertaining to the project, which are incorporated by this reference as if fully set forth herein.

H. PROJECT GRANT AGREEMENT REPRESENTATIVES

All written communications under this agreement will be addressed and delivered to:

City of Marysville
Erik Scairpon, Chief of Police
501 Delta Avenue
Marysville, WA 98270

Utilities and Transportation Commission
Kathy Hunter
P.O. Box 47250
Olympia, WA 98504-7250

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

I. ENTIRE AGREEMENT

This agreement, along with all attachments, constitutes the entire agreement of the articles. No other understandings, oral or otherwise, regarding this agreement shall exist or bind any of the parties.

J. EFFECTIVE DATE

This agreement shall be effective upon signing by all parties.

State of Washington
Utilities and Transportation Commission

By: _____
(Executive Director and Secretary)

Date: _____

City of Marysville

By: _____

Date: _____

Title: _____

General Provisions
of the Project Agreement

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SECTION 1. HEADINGS AND DEFINITIONS

- A. Headings used in this agreement are for reference purposes only and shall not be considered a substantive part of this agreement.
- B. Definitions. As used throughout this agreement, the following terms shall have the meaning set forth below:

Agreement - The accord accepted by all parties to the present transaction; the agreement, any supplemental agreement, and any intergovernmental agreement between the UTC and a grantee.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the UTC.

Application - The forms and support documents approved by the UTC or its Secretary for use by applicants in soliciting project funds administered by the UTC.

Contractor - One not in the employment of the grantee who is performing all or part of the eligible activities for this project under a separate agreement with the grantee. The term “Contractor” and “Contractors” means Contractor(s) in any tier.

Secretary - The UTC Secretary or the Secretary’s designee.

Grantee - The applicant who has been awarded a grant of funds and is bound by this executed agreement; includes its officers, employees, and agents.

Milestone - Important date(s) tracked in the agreement for monitoring the project status.

Period of Performance - The time period specified in the agreement, under Section D, Period of Performance.

Project - The undertaking that is the subject of this agreement and that is, or may be, funded in whole or in part with funds administered by the UTC.

UTC - Washington Utilities and Transportation Commission created under Title 80 RCW.

SECTION 2. PERFORMANCE BY GRANTEE

The grantee shall undertake the project as described in this agreement, the UTC’s order pertaining to the project, and the grantee’s application, in accordance with the grantee’s proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the UTC. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 17.

Timely completion of the project is important. Failure to complete the project by the deadline, as set out in this agreement, is a material breach of the agreement.

SECTION 3. ASSIGNMENT

Neither this agreement, nor any claim arising under this agreement, shall be transferred or assigned by the grantee without prior written consent of the UTC.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the UTC undertakes to assist the grantee with the project by providing a grant pursuant to this agreement, the project itself remains the sole responsibility of the grantee. The UTC undertakes no responsibilities to the grantee, or to any third party, other than as is expressly set out in this agreement. The responsibility for the implementation of the project, as those phases are applicable to this project, is solely that of the grantee, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by law, the grantee expressly agrees to and shall indemnify, defend, and hold harmless the state and its agencies, officials, agents, and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to the grantee's or any contractor's performance or failure to perform the agreement. Grantee's obligation to indemnify, defend, and hold harmless also includes any claim by grantee's agents, employees, or representatives, or any contractor or its employees. Grantee's obligation to defend includes payment of any costs or attorneys' fees. Grantee's obligation shall not include such claims that may be caused by the sole negligence of the state and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the state, its agents, or employees and (b) the grantee, its contractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the grantee or its contractors, agents, or employees. The grantee expressly agrees to waive his/her immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the state and its agencies, officials, agents, or employees.

SECTION 6. INDEPENDENT CAPACITY OF THE GRANTEE

The grantee and its employees or agents performing under this agreement are not employees or agents of the UTC. The grantee will not hold itself out as nor claim to be an officer or employee of UTC or of the state of Washington by reason hereof, nor will the grantee make any claim of right, privilege, or benefit which would accrue to an employee under Chapters 41.06 RCW.

The grantee is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the UTC may, in its sole discretion, by written notice to the grantee, terminate this agreement if it is found after due notice and examination by UTC that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the grantee in the procurement of, or performance under this agreement. In the event this agreement is terminated as provided above, UTC shall be entitled to pursue the same remedies against the grantee as it could pursue in the event of a breach of the agreement by the grantee. The rights and remedies of UTC provided for in this clause shall not be

exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the UTC makes any determination under this clause shall be an issue and may be reviewed as provided in the “Dispute Resolution” clause of this agreement.

SECTION 8. CONSTRUCTION, OPERATION, USE AND MAINTENANCE

Grantee must ensure that properties or facilities assisted with UTC funds are built, operated, used, and maintained:

- A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- B. In a reasonably safe condition for the project’s intended use.
- C. Throughout their estimated life so as to prevent undue deterioration.
- D. In compliance with all federal and state nondiscrimination laws, regulations, and policies.

SECTION 9. ACKNOWLEDGMENT

The grantee shall include language that acknowledges the funding contribution of the program to this project in any publication developed or modified for, or referring to, the project.

SECTION 10. COMPLIANCE WITH APPLICABLE LAW

The grantee will implement the agreement in accordance with applicable federal, state, and local laws and regulations.

The grantee shall comply with, and UTC is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; Chapter 39.12 RCW – Prevailing Wages on Public Works; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (comprehensive areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

The grantee shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to, the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the grantee’s noncompliance or refusal to comply with any nondiscrimination law or policy, the UTC may rescind, cancel, or terminate the agreement in whole or in part, and the grantee may be declared ineligible for further grant awards from UTC. The grantee is responsible for any and all costs or liability arising from the grantee’s failure to so comply with applicable law.

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio,

television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any grantee, or agent acting for such grantee, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

SECTION 11. RECORDS MAINTENANCE

The grantee shall maintain books, records, documents, data, and other evidence relating to this agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the agreement, shall be subject at all reasonable times to inspection, review, or audit by the UTC, personnel duly authorized by the UTC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

SECTION 12. RIGHT OF INSPECTION

The grantee shall provide a right of access to its facilities to UTC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, to allow the UTC to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

SECTION 13. PROJECT FUNDING

- A. Additional Amounts. The UTC shall not be obligated to pay any amount beyond the dollar amount as identified in this agreement, unless an additional amount has been approved in advance by the UTC or the Secretary and incorporated by written amendment into this agreement.
- B. Before the agreement. No expenditure made, or obligation incurred, by the grantee before the effective date of this agreement shall be eligible for grant funds, in whole or in part, unless specifically provided for by UTC policy. The dollar amounts identified in this agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the UTC may have under this agreement, the amounts identified in this agreement shall be reduced to exclude any such expenditure from participation.

SECTION 14. PROJECT REIMBURSEMENTS

- A. Compliance and Payment. The obligation of UTC to pay any amount(s) under this agreement is expressly conditioned upon strict compliance with the terms of this agreement by the grantee.
- B. The grantee will submit an invoice for full payment when the project is completed. UTC Staff will inspect the project and process payment. A project is considered “complete” when:
 - 1. all approved or required activities outlined in the agreement are complete;
 - 2. a grantee’s final request for reimbursement is submitted to the UTC;
 - 3. the completed project has been approved by UTC;
 - 4. final amendments have been processed; and
 - 5. fiscal transactions are complete.
- C. Advance payments are not allowable.

SECTION 15. RECOVERY OF PAYMENTS

In the event that the grantee fails to expend funds under this agreement in accordance with state and federal laws, and/or the provisions of the agreement, the UTC reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

The grantee shall reimburse the UTC for any overpayment or erroneous payments made under the agreement. Repayment by the grantee of such funds under this recovery provision shall occur within 30 days of demand by the UTC. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

SECTION 16. COVENANT AGAINST CONTINGENT FEES

The grantee warrants that no person or selling agent has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the grantee for the purpose of securing business. The UTC shall have the right, in the event of breach of this clause by the grantee, to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 17. ORDER OF PRECEDENCE

This agreement is entered into, pursuant to, and under the authority granted by applicable state law. The provisions of the agreement shall be construed to conform to that law. In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute, rule, policy, or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable statutes, orders, or policy and interpretive statements;

- B. Project agreement including attachments;
- C. Additional provisions or modifications of General Provisions;
- D. General Provisions.

SECTION 18. AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

SECTION 19. LIMITATION OF AUTHORITY

Only the UTC or the UTC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this agreement is not effective or binding unless made in writing and signed by the UTC.

SECTION 20. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by the Executive Secretary, or the Executive Secretary's designee, and attached to the original agreement.

SECTION 21. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The UTC relies upon the grantee's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error, or inaccuracy in any part of the application may be deemed a breach of this agreement.

SECTION 22. TERMINATION AND OTHER REMEDIES

The UTC may require strict compliance by the grantee with the terms of this agreement including, but not limited to, the requirements of the applicable statutes, rules, and UTC policies that are incorporated into this agreement, and with the representations of the grantee in its application for a grant as finally approved by the UTC.

The UTC or the Secretary may suspend, or may terminate, the obligation to provide funding to the grantee under this agreement:

- A. In the event of any breach by the grantee of any of the grantee's obligations under this agreement; or
- B. If the grantee fails to make progress satisfactory to the UTC toward completion of the project by the completion date set out in this agreement.

The UTC may enforce this agreement by the remedy of specific performance, which usually will mean completion of the Project as described in this agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the

UTC. No remedy available to the UTC shall be deemed exclusive. The UTC may elect to exercise any, any combination, or all of the remedies available to it under this agreement, or under any provision of law, common law, or equity.

SECTION 23. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this agreement, the UTC may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this agreement is so terminated, the UTC shall be liable only for payment required under the terms of this agreement for project expenses incurred prior to the effective date of termination.

SECTION 24. DISPUTE RESOLUTION

Except as may otherwise be provided in this agreement, when a dispute arises between the grantee and the Staff of the UTC that cannot be resolved, either party may request a hearing according to the process set out in this section. Either party's request for a hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The grantee's name, address, project title, and the assigned project number.

A request for a hearing under this section by either the UTC Staff or the grantee shall be delivered or mailed to the other party and to the UTC Secretary. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party that it wishes to dispute.

The UTC shall treat such a request, when made by a grantee, as an application for an adjudicative proceeding under RCW 34.05.419.

SECTION 25. ATTORNEYS' FEES

If either party brings litigation to enforce any term or condition of this agreement, or as a result of this agreement, the prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as in obtaining execution of judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

SECTION 26. GOVERNING LAW/VENUE

This agreement shall be construed and interpreted in accordance with the laws of the state of Washington. In the event of a lawsuit involving this agreement, venue shall be proper only in Thurston County Superior Court. The grantee, by execution of this agreement, acknowledges the jurisdiction of the courts of the state of Washington.

In the cases where this agreement is between the UTC and a federally recognized Indian tribe, the following Governing Law/Venue applies:

- A. The state of Washington agrees that it shall initiate any lawsuit against a federally recognized Indian tribe arising out of or relating to the performance, breach, or enforcement of this agreement in Federal Court. Interpretation shall be according to the laws of the state of Washington. In the event that the Federal Court determines that it lacks subject matter jurisdiction to resolve the dispute between the state and Tribal Party, then the parties agree to venue in Thurston County Superior Court, but the parties agree that the matter shall not be pursued in superior court unless there is a Federal Court determination that it lacks subject matter jurisdiction.
- B. Any judicial award, determination, order, decree, or other relief, whether in law or equity or otherwise, resulting from the action shall be binding and enforceable upon the parties. Any money judgment or award against the Tribe, tribal officers and members, or the state of Washington and its officers and employees may not exceed the amount provided for in Section E- Project Funding of the Agreement.
- C. The Tribe hereby waives its sovereign immunity as necessary to give effect to this section, and the state of Washington has waived its immunity to suit in state court. These waivers are only for the benefit of the Tribe and state and shall not be enforceable by any third party or by any assignee or delegate of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

SECTION 27. SEVERABILITY

The provisions of this agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the agreement.

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Application of	DOCKET TR-240666
CITY OF MARYSVILLE,	ORDER 01
Applicant,	
Requesting Disbursement from the Grade Crossing Protective Fund	GRANTING REQUEST FOR DISBURSEMENT FROM THE GRADE CROSSING PROTECTIVE FUND

BACKGROUND

- 1 On September 4, 2024, the City of Marysville (City or Applicant) filed with the Washington Utilities and Transportation Commission (Commission) an application (Application) requesting a disbursement of \$24,135.38 from the Grade Crossing Protective Fund (GCPF) to purchase two unmanned aerial systems (UAS or drones). These UAS would be used by the Marysville Police Department for trespassing and grade crossing enforcement and incident response along the BNSF Railway Co. (BNSF) right-of-way in Marysville, Snohomish County, as well as other general public safety purposes. On December 3, 2024, the City filed supplemental information in support of its Application.
- 2 According to the Application, there are 23 at-grade railroad crossings along 10 miles of BNSF track running through the city. Twelve railroad trespass or grade crossing fatalities have occurred in this area since 2012. UAS will enhance the City's ability to detect trespassers and grade crossing violators, make enforcement contacts, and respond to emergencies along the railroad. The City will contribute to the project by providing UAS training for its personnel, equipment to operate the drone from a patrol vehicle, registration with the Federal Aviation Administration, and insurance.
- 3 Commission staff (Staff) recommends the Commission approve funding in the amount of \$12,067.69, to fund the purchase of one UAS and its related accessories. Staff recommends that the City document railroad surveillance flights with dates, hours aloft, activities observed, and any resulting enforcement, and submit a copy of this documentation to the Commission with any request for an additional drone purchase in a future GCPF funding cycle. Currently there are funds available to pay for this project.

4 Staff recommends the Commission approve the request for funds with the following conditions: (1) expenditure from the GCPF must not exceed \$12,067.69, (2) the work for which the GCPF disbursement is approved must conform to the project description specified in the Application, (3) the Applicant must maintain a record railroad surveillance flights including dates, duration, activities observed through UAS flights, and any resulting enforcement, and provide this record to the Commission with any request for an additional drone purchase in a future GCPF funding cycle, (4) the Applicant must sign and return the attached project agreement, (5) payment will be made upon presentation of claim for reimbursement and verification by Staff that the work has been satisfactorily completed, and (6) the project must be completed and the associated request for reimbursement from the GCPF, as well as the affidavit of project completion, must be filed with the Commission no later than May 31, 2025.

DISCUSSION

5 RCW 81.53.281 authorizes the Commission to disburse funds from the GCPF to pay for projects related to safety improvements at highway-rail grade crossings and along railroad rights-of-way. We find that the proposed project will improve safety for the public. Accordingly, the Commission grants the Application subject to the conditions that Staff recommends.

FINDINGS AND CONCLUSIONS

- 6 (1) The Commission is an agency of the State of Washington having authority to approve and administer disbursements from the GCPF. RCW 81.53.271; RCW 81.53.281.
- 7 (2) The project for which the Applicant seeks disbursement from the GCPF is eligible for funding consideration under Commission rules and complies with the requirements of RCW 81.53.271, RCW 81.53.281, and WAC 480-62.
- 8 (3) Staff investigated the request based on the review criteria specified in the Commission's rules and recommended that it be granted with the conditions set out in paragraph 4, above.
- 9 (4) This matter came before the Commission at its regularly scheduled meeting on January 16, 2025.

- 10 (5) After reviewing the City's Application filed on September 4, 2024, and the supplemental information filed on December 3, 2024, and giving due consideration to all relevant matters and for good cause shown, the Commission grants the request for disbursement of funds.

ORDER

THE COMMISSION ORDERS:

- 11 The City of Marysville's Application for disbursement from the Grade Crossing Protective Fund for a project to purchase an unmanned aerial system for the Marysville Police Department to improve railroad safety in Marysville, Snohomish County, is granted, subject to the following conditions:
- (1) Expenditure from the Grade Crossing Protective Fund must not exceed \$12,067.69.
 - (2) The work for which the Grade Crossing Protective Fund disbursement was approved must conform to the project description specified in the amended Application.
 - (3) The City of Marysville must document railroad surveillance flights with dates, hours aloft, activities observed, and any resulting enforcement, and provide this record to the Commission with any request for an additional drone purchase in a future Grade Crossing Protective Fund cycle.
 - (4) The City of Marysville must sign and return the attached project agreement.
 - (5) Payment will be made upon presentation of claim for reimbursement and verification by Staff that the work has been satisfactorily completed.
 - (6) The project must be completed and the associated request for reimbursement from the Grade Crossing Protective Fund, as well as the affidavit of project completion, must be filed with the Commission no later than May 31, 2025.

The Commissioners, having determined this Order to be consistent with the public interest, directed the Secretary to enter this Order.

DATED at Lacey, Washington, and effective January 16, 2025.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

JEFF KILLIP
Executive Director and Secretary



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	February 10, 2025
SUBMITTED BY:	Senior Project Manager Pat Gruenhagen, Engineering
ITEM TYPE:	Project Acceptance
AGENDA SECTION:	New Business
SUBJECT:	Project Acceptance for the State Avenue “Phase II” Corridor Improvement Project, 104th Street NE to 116th Street NE
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to accept the State Avenue “Phase II” Corridor Improvement Project, starting the 60-day lien filing period for project closeout.
SUMMARY:	On March 13, 2023, the City Council awarded the State Avenue “Phase II” Corridor Improvement Project to Reece Construction Company, in the amount of \$7,716,488.39 including Washington State Sales Tax. Over the course of the next twenty months, the project gave rise to substantial improvements that included widening of State Avenue from three lanes to five; upgrades to street lighting; new pedestrian facilities including sidewalk and a mid-block “HAWK” signal; enclosed storm-drainage and storm-water treatment systems; and comprehensive undergrounding of unsightly above-ground utilities. The total construction cost for the project equaled \$7,838,903, which is \$122,415 (1.59%) over the contract amount but within management reserve. Balanced against a Transportation Improvement Board grant equaling \$4,250,000, the City’s total outlay for construction therefore amounted to \$3,588,903. Work performed under this contract was inspected by City staff and found to be physically complete on January 24, 2025, in accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.

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



MARYSVILLE
ENGINEERING SERVICES

February 3, 2025

Mr. Mark Stanavitch, Project Manager
Reece Construction Company
PO Box 1531
Marysville, WA 98270

Subject: Project R-1601, State Avenue "Phase II" Corridor Improvements
104th Street NE to 116th Street NE
Notice of Physical Completion

Dear Mark:

This letter is to confirm that the referenced project was deemed Physically Complete by the City of Marysville on January 24, 2025, given recent completion of final work on the project. Accordingly, we will now be taking the project forward to Marysville City Council for recommended final acceptance. This is tentatively scheduled to occur on February 24th, after which time the 60-day lien filing period will commence.

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

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

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

Sincerely,
CITY OF MARYSVILLE

Patrick Gruenhagen, P.E.
Senior Project Manager

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270

CC: Project File, R1601



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 10, 2025

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Specifically Identifying Required Improvements on the 172nd Street NE Corridor

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

SUMMARY:

New developments must go through review for traffic impacts including SEPA and traffic concurrency. Sometimes a development will be conditioned to construct a regional improvement to meet traffic concurrency. Although these improvements will benefit other future developments, the first developer may have to bear the entire cost of the improvement. State law and the municipal code provide a means for a developer to ask the city for a recovery contract that would allow the developer to recoup some of its costs of construction over a 15-year period. In this way, future developers must contribute a pro rata share to the regional improvement benefitting their development. In order to be eligible for a road recovery contract, there must be ordinances that require the projects as a prerequisite to further property development. While existing ordinances do require improvements, there is value in specifically identifying the corridors that the city believes are appropriate for recovery contracts.

ATTACHMENTS:
[Ordinance - 172nd Required Traffic Improvements Final.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, SPECIFICALLY IDENTIFYING REQUIRED
IMPROVEMENTS ON THE 172ND STREET NE CORRIDOR.**

WHEREAS, section 22D.030.070 of the municipal code requires developments to meet traffic concurrency as a prerequisite to further development; and

WHEREAS, section 22D.030.070 of the municipal code further requires developments to mitigate their impact upon the future capacity of the road system either by constructing off-site road improvements which offset the traffic impact of the development or by paying the development's proportionate share cost of the future capacity improvements as a prerequisite to further development; and

WHEREAS, the City has identified future transportation needs and levels of service in the transportation element of its comprehensive plan as required by RCW 36.70A.070(6); and

WHEREAS, the City has studied 172nd Street NE and determined that intersection improvements are required at the intersections of 11th Avenue NE and 19th Avenue NE; and

WHEREAS, both intersections are identified as transportation improvement projects in the transportation element of the City's 2015 and 2024 comprehensive plans; and

WHEREAS, the intersection of 172nd Street NE and 11th Avenue NE requires a single lane roundabout; and

WHEREAS, the intersection of 172nd Street NE and 19th Avenue NE requires a multi-lane roundabout; and

WHEREAS, without these improvements, further development will cause these intersections to fall below an acceptable level of service.

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

SECTION 1. The following street projects are required as a prerequisite to further property development by properties utilizing these intersections:

1. ~~A~~ single-lane roundabout at the intersection of 172nd Street NE and 11th Avenue NE.
2. A multi-lane roundabout at the intersection of 172nd Street NE and 19th Avenue NE.

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. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 10, 2025

SUBMITTED BY: Parks Director Tara Mizell, Executive

ITEM TYPE: Project

AGENDA SECTION: **New Business**

SUBJECT: Public Art Projects

SUGGESTED ACTION: Recommended Motion: I move to approve the covering of eight traffic wraps at a cost of \$56,312 and 66 flag banners costing \$9,495 using public art funds.

SUMMARY: The Economic Development Committee is recommending the installation of eight new traffic wraps and fifty-six flag banners to be displayed in Marysville.

ATTACHMENTS:

[O-3282 Amending the 2023-2024 Biennial Budget and Providing for Increase of Certain Expenditure Items.pdf](#)
[O-3276 Regarding Funding Public Art and Local Artists.pdf](#)
[Art Discussion February 2025.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 3282

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2023-2024 BIENNIAL BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 3239.

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

Section 1. Since the adoption of the 2023-2024 budget by the City Council on November 28, 2022, 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 2023-2024 budget. The following funds as referenced in Ordinance No. 3239 are hereby amended to read as follows:

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 12,262,976	\$ 17,553,776	\$ 5,290,800
General Fund	001	Revenue	122,932,693	125,589,246	2,656,553
General Fund	001	Expenditures	129,806,916	135,723,736	5,916,820
General Fund	001	Ending Fund Balance	5,388,753	7,419,286	2,030,533
Cumulative Reserve	005	Beginning Fund Balance	2,374,027	\$ 3,618,674	\$ 1,244,647
Cumulative Reserve	005	Revenue	3,675,000	3,675,000	-
Cumulative Reserve	005	Expenditures	4,277,786	6,767,786	2,490,000
Cumulative Reserve	005	Ending Fund Balance	1,771,241	525,888	(1,245,353)
Affordable Housing	115	Beginning Fund Balance	138,006	\$ 138,006	\$ -
Affordable Housing	115	Revenue	180,980	656,625	475,645
Affordable Housing	115	Expenditures	180,000	657,445	477,445
Affordable Housing	115	Ending Fund Balance	138,986	137,186	(1,800)
Streets Construction	305	Beginning Fund Balance	940,416	940,416	-
Streets Construction	305	Revenue	44,207,532	45,357,532	1,150,000
Streets Construction	305	Expenditures	45,091,688	46,241,688	1,150,000
Streets Construction	305	Ending Fund Balance	56,260	56,260	-
Park Construction	310	Beginning Fund Balance	1,506,513	1,506,513	-
Park Construction	310	Revenue	5,118,000	7,608,000	2,490,000
Park Construction	310	Expenditures	6,598,014	6,598,014	-
Park Construction	310	Ending Fund Balance	26,499	2,516,499	2,490,000
City Facilities	314	Beginning Fund Balance	15,712	15,712	-
City Facilities	314	Revenue	3,345,652	6,645,652	3,300,000
City Facilities	314	Expenditures	3,361,364	6,661,364	3,300,000
City Facilities	314	Ending Fund Balance	-	-	-
Water/Sewer Utilities	401	Beginning Fund Balance	15,132,192	15,132,192	-
Water/Sewer Utilities	401	Revenue	62,468,161	62,468,161	-
Water/Sewer Utilities	401	Expenditures	63,342,443	71,051,108	7,708,665
Water/Sewer Utilities	401	Ending Fund Balance	14,257,910	6,549,245	(7,708,665)
Fleet Services	501	Beginning Fund Balance	448,479	448,479	-
Fleet Services	501	Revenue	7,757,618	8,376,113	618,495
Fleet Services	501	Expenditures	7,830,837	8,449,332	618,495
Fleet Services	501	Ending Fund Balance	375,260	375,260	-
Medical Insurance	512	Beginning Fund Balance	1,613,914	1,613,914	-
Medical Insurance	512	Revenue	13,982,642	13,580,930	(401,712)
Medical Insurance	512	Expenditures	12,751,013	12,762,013	11,000
Medical Insurance	512	Ending Fund Balance	2,845,543	2,432,831	(412,712)

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Since the adoption of the 2023-2024 budget and in accordance with MMC 2.50.030, the 2023-2024 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. 3239 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.

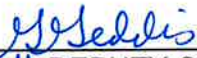
Section 5. Effective date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this 24th day of July, 2023.

CITY OF MARYSVILLE

By  MAYOR

ATTEST:

By 
Generieve Geddies DEPUTY CITY CLERK

Approved as to form:

By 
CITY ATTORNEY

Date of Publication: 7.27.2023

Effective Date (5 days after publication): 8.1.2023

**EXHIBIT A – 2023-2024
Amendment Account Detail**

Description		Beginning Cash Balance Adjustment	Revenue Adjustment	Appropriation Adjustment	Ending Fund Balance Adjustment
General Fund					
Capital Expense	4 Police vehicles and upfit expenses			416,247	(416,247)
Capital Expense	6 Police Vehicles from Sno Co Sheriff's Dept			127,248	(127,248)
Personnel	Additional FTE - Project Engineer			273,325	(273,325)
Art Funds	Public Art Funds			100,000	(100,000)
Grant	Grant for Ebey Waterfront Purchase		300,000		300,000
Capital Expense	PD Evidence Building			2,000,000	(2,000,000)
Capital Expense	Real Estate Options			2,000,000	(2,000,000)
Personnel	HR Administrator switching to HR Specialist			-	-
Fund Bal	Adjust Beginning Fund Balance	5,290,800			5,290,800
Capital Expense	I-5 Interchange			1,000,000	(1,000,000)
Transfer IN	PW payment for 25% of MCC Tower Interior		2,356,553		2,356,553
					-
					-
					-
Total General Fund		5,290,800	2,656,553	5,916,820	2,030,533
Cumulative Reserve - Fund 005					
Prior Budget	Prior Budget Carryover			2,490,000	(2,490,000)
Fund Bal	Adjust Beginning Fund Balance	1,244,647			1,244,647
					-
Total Reserve Fund		1,244,647	-	2,490,000	(1,245,353)
Affordable Housing - Fund 115					
Transfer Budget	Mesh House Purchase		475,645		475,645
Transfer Budget	Grant for Mesh House Purchase			477,445	(477,445)
					-
Total Affordable Housing		-	475,645	477,445	(1,800)
Parks Construction - Fund 310					
Prior Budget	Prior Budget Carryover		2,490,000		2,490,000
					-
					-
Total Park Construction		-	2,490,000	-	2,490,000
City Facilities - Fund 314					
Capital Expense	Evidence Building bid over estimate		2,000,000		2,000,000
Capital Expense	Evidence Building bid over estimate			2,000,000	(2,000,000)
					-
Total City Facilities		-	3,300,000	3,300,000	-
Water/Sewer Operating - Fund 401					
Correction	To correct salary amount submitted in error in original budget			5,270,000	(5,270,000)
Personnel	NPDES position moving from .75 FTE to 1 FTE			82,112	(82,112)
Op Transfer	Pay for 25% of MCC Tower Interior			2,356,553	(2,356,553)
					-
Total Water/Sewer Operating		-	-	7,708,665	(7,708,665)
Fleet Maintenance - Fund 501					
Capital Expense	4 Police vehicles and upfit expenses		416,247		416,247
Capital Expense	4 Police vehicles and upfit expenses			416,247	(416,247)
Capital Expense	6 Police Vehicles from Sno Co Sheriff's Dept		127,248		127,248
Capital Expense	6 Police Vehicles from Sno Co Sheriff's Dept			127,248	(127,248)
					-
					-
Total Fleet Maintenance		-	618,495	618,495	-
Medical Insurance - Fund 512					
Correction	Correct fund total submitted with summation error		(401,712)		(401,712)
Wellness	Police banquet wellness funds			11,000	(11,000)
					-
					-
Total Medical Insurance Fund		-	(401,712)	11,000	(412,712)
GRAND TOTAL		6,535,447	9,813,336	21,194,980	(4,847,997)

EXHIBIT B – 2023-2024 Compensation Grids

CITY OF MARYSVILLE MANAGEMENT PAY GRID 2023

5% Increase - Effective 1/1/2023

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 79,922 \$ 38.43	\$ 82,325 \$ 39.59	\$ 84,773 \$ 40.75	\$ 87,312 \$ 41.97	\$ 89,964 \$ 43.25	\$ 92,638 \$ 44.54	\$ 95,426 \$ 45.89	\$ 97,830 \$ 47.04	\$ 100,254 \$ 48.20	Annual Hourly
M113	Assistant Court Administrator Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 87,108 \$ 41.87	\$ 89,714 \$ 43.13	\$ 92,435 \$ 44.44	\$ 95,177 \$ 45.75	\$ 98,055 \$ 47.15	\$ 101,003 \$ 48.56	\$ 104,017 \$ 50.00	\$ 106,623 \$ 51.26	\$ 109,277 \$ 52.53	Annual Hourly
M114	HR Business Partner Senior Financial Analyst Management Analyst Assistant Prosecutor	\$ 93,522 \$ 44.96	\$ 96,333 \$ 46.31	\$ 99,234 \$ 47.71	\$ 102,181 \$ 49.13	\$ 105,265 \$ 50.61	\$ 108,415 \$ 52.12	\$ 111,701 \$ 53.70	\$ 114,467 \$ 55.03	\$ 117,323 \$ 56.41	Annual Hourly
M115	Administrative Services Supervisor Training & Community Outreach Administrator Fleet and Facilities Supervisor IT Services Supervisor	\$ 100,095 \$ 48.12	\$ 103,066 \$ 49.56	\$ 106,171 \$ 51.04	\$ 109,366 \$ 52.57	\$ 112,653 \$ 54.16	\$ 116,031 \$ 55.79	\$ 119,522 \$ 57.46	\$ 122,468 \$ 58.88	\$ 125,528 \$ 60.35	Annual Hourly
M116	Parks Maintenance Supervisor Prosecutor Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Resource Supervisor Safety Manager Legal Services Manager Emergency Preparedness Manager GIS Manager Principal Planner	\$ 107,100 \$ 51.49	\$ 110,296 \$ 53.03	\$ 113,605 \$ 54.62	\$ 117,006 \$ 56.25	\$ 120,519 \$ 57.94	\$ 124,145 \$ 59.68	\$ 127,863 \$ 61.48	\$ 131,058 \$ 63.01	\$ 134,322 \$ 64.59	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	\$ 112,426 \$ 54.05	\$ 115,805 \$ 55.67	\$ 119,272 \$ 57.34	\$ 122,853 \$ 59.06	\$ 126,571 \$ 60.86	\$ 130,333 \$ 62.66	\$ 134,254 \$ 64.55	\$ 137,610 \$ 66.16	\$ 141,055 \$ 67.82	Annual Hourly
M118	Engineering Services Manager Senior Project Manager Civic Campus Project Manager Public Works Services Manager Traffic Engineering Manager	\$ 118,070 \$ 56.76	\$ 121,584 \$ 58.45	\$ 125,234 \$ 60.21	\$ 128,996 \$ 62.02	\$ 132,895 \$ 63.89	\$ 136,861 \$ 65.80	\$ 140,964 \$ 67.78	\$ 144,500 \$ 69.48	\$ 148,105 \$ 71.20	Annual Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation and Parks Maintenance Manager Court Administrator Lead Prosecutor	\$ 123,964 \$ 59.60	\$ 127,681 \$ 61.39	\$ 131,513 \$ 63.23	\$ 135,456 \$ 65.13	\$ 139,512 \$ 67.07	\$ 143,707 \$ 69.09	\$ 148,013 \$ 71.16	\$ 151,708 \$ 72.93	\$ 155,516 \$ 74.77	Annual Hourly
M120	Assistant City Engineer Economic Development Manager	\$ 130,152 \$ 62.57	\$ 134,050 \$ 64.44	\$ 138,062 \$ 66.38	\$ 142,233 \$ 68.39	\$ 146,495 \$ 70.43	\$ 150,892 \$ 72.53	\$ 155,425 \$ 74.73	\$ 159,302 \$ 76.59	\$ 163,290 \$ 78.51	Annual Hourly
M121	No Position	\$ 136,680 \$ 65.72	\$ 140,783 \$ 67.68	\$ 144,976 \$ 69.70	\$ 149,328 \$ 71.79	\$ 153,816 \$ 73.95	\$ 158,440 \$ 76.17	\$ 163,200 \$ 78.47	\$ 167,257 \$ 80.41	\$ 171,427 \$ 82.41	Annual Hourly
M122	Economic Development & Real Property Manager Assistant Public Works Director/City Engineer Deputy City Attorney	\$ 143,502 \$ 69.00	\$ 147,786 \$ 71.05	\$ 152,229 \$ 73.20	\$ 156,831 \$ 75.40	\$ 161,523 \$ 77.66	\$ 166,350 \$ 79.97	\$ 171,338 \$ 82.37	\$ 175,644 \$ 84.45	\$ 180,018 \$ 86.55	Annual Hourly
M123	Assistant Police Chief	\$ 157,851 \$ 75.89	\$ 162,587 \$ 78.17	\$ 167,461 \$ 80.50	\$ 172,493 \$ 82.93	\$ 177,638 \$ 85.40	\$ 182,988 \$ 87.97	\$ 188,474 \$ 90.62	\$ 193,188 \$ 92.87	\$ 198,016 \$ 95.20	Annual Hourly
M124	Community Development Director Parks Director IS Director HR Director	\$ 165,738 \$ 79.68								\$ 212,137 \$ 101.99	Annual Hourly
M125	Finance Director	\$ 174,034 \$ 83.66								\$ 222,746 \$ 107.09	Annual Hourly
M126	Police Chief City Attorney Public Works Director	\$ 182,738 \$ 87.85								\$ 233,897 \$ 112.46	Annual Hourly
M130	Chief Administrative Officer	\$ 197,495 \$ 94.95								\$ 252,793 \$ 121.54	Annual Hourly

**CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2023**

5% Increase - Effective 1/1/2023

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	\$ 70,471	\$ 72,578	\$ 74,755	\$ 76,999	\$ 79,311	\$ 81,691	\$ 84,139	\$ 86,247	\$ 88,401	Annual
	Planning Technician	\$ 33.87	\$ 34.89	\$ 35.94	\$ 37.01	\$ 38.13	\$ 39.27	\$ 40.46	\$ 41.46	\$ 42.49	Hourly
	Confidential Legal Assistant										
	Computer Technician										
	Victim/Witness Coordinator										
N111	Deputy City Clerk	\$ 74,687	\$ 76,953	\$ 79,242	\$ 81,623	\$ 84,070	\$ 86,564	\$ 89,193	\$ 91,414	\$ 93,704	Annual
	Probation Officer	\$ 35.91	\$ 36.99	\$ 38.09	\$ 39.24	\$ 40.41	\$ 41.62	\$ 42.88	\$ 43.95	\$ 45.05	Hourly
	Communications/Marketing Specialist										
	Confidential Admin Specialist										
N112	Code Enforcement Officer	\$ 79,922	\$ 82,325	\$ 84,773	\$ 87,312	\$ 89,964	\$ 92,638	\$ 95,426	\$ 97,830	\$ 100,254	Annual
	Confidential Admin Associate	\$ 38.43	\$ 39.59	\$ 40.75	\$ 41.97	\$ 43.25	\$ 44.54	\$ 45.89	\$ 47.04	\$ 48.20	Hourly
	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										
N113	Associate Planner	\$ 87,108	\$ 89,714	\$ 92,413	\$ 95,177	\$ 98,033	\$ 101,003	\$ 104,017	\$ 106,623	\$ 109,277	Annual
	I.S. Analyst	\$ 41.87	\$ 43.13	\$ 44.43	\$ 45.75	\$ 47.13	\$ 48.56	\$ 50.00	\$ 51.26	\$ 52.53	Hourly
	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	\$ 93,522	\$ 96,333	\$ 99,234	\$ 102,181	\$ 105,265	\$ 108,415	\$ 111,701	\$ 114,467	\$ 117,323	Annual
	Electronic Control Systems Administrator	\$ 44.96	\$ 46.31	\$ 47.71	\$ 49.13	\$ 50.61	\$ 52.12	\$ 53.70	\$ 55.03	\$ 56.41	Hourly
	Inspector III - Combo										
	Inspector III - Electrical										
	Planner										
N115	Systems & Database Analyst										
	Assistant Building Official	\$ 100,095	\$ 103,066	\$ 106,171	\$ 109,366	\$ 112,653	\$ 116,031	\$ 119,522	\$ 122,468	\$ 125,528	Annual
	Civil Plan Review	\$ 48.12	\$ 49.56	\$ 51.04	\$ 52.57	\$ 54.16	\$ 55.79	\$ 57.46	\$ 58.88	\$ 60.35	Hourly
	Project Engineer										
	Senior Planner										
	Associate Traffic Engineer										
N116	City Clerk										
	IS System Administrator	\$ 107,100	\$ 110,296	\$ 113,605	\$ 117,006	\$ 120,519	\$ 124,145	\$ 127,863	\$ 131,058	\$ 134,322	Annual
	Risk and Program Manager	\$ 51.49	\$ 53.03	\$ 54.62	\$ 56.25	\$ 57.94	\$ 59.68	\$ 61.48	\$ 63.01	\$ 64.59	Hourly

MPMA - COMMANDER PAY GRID 2023

6.5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Police Commander	\$ 153,239	\$ 157,829	\$ 162,566	\$ 167,452	\$ 172,486	\$ 176,779	\$ 181,196	Annual
	\$ 73.67	\$ 75.88	\$ 78.16	\$ 80.50	\$ 82.93	\$ 84.99	\$ 87.11	Hourly

MPOA - (OFFICERS & SERGEANTS)**January 1, 2023 Through December 31, 2023**

10% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	6,555					
Police Officers	7,284	7,562	7,833	8,260	8,736	9,083
Police Corporal		9,900				
Police Sergeant	10,270	10,717				

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)**January 1, 2023 - December 31, 2023**

6% 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	5,371	5,590	5,820	6,058	6,307	6,566	6,820
Custody Sergeant	8,026	8,218					
Custody Corporal	7,166	7,338					
Custody Officer	5,505	5,741	5,942	6,150	6,392	6,660	6,858

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 3276

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING SECTION 3.76.010 OF THE MUNICIPAL CODE
IN REGARD TO FUNDING PUBLIC ART AND LOCAL ARTISTS.**

WHEREAS, art inspires and creates culture, thereby stimulating business and tourism within the city; and

WHEREAS, public art is associated with a city's identity; and

WHEREAS, the city formerly had an advisory arts commission created by Ordinance No. 994; and

WHEREAS, this ordinance was repealed by Ordinance No. 1481 in 1986; and

WHEREAS, a special fund for municipal art was created by Ordinance No. 1017 in 1979 and codified at section 3.76.010 of the municipal code; and

WHEREAS, this special fund remains available to be used for budgeting for public art; and

WHEREAS, the City Council desires to utilize this fund to make expenditures for artists and public art that will enhance the general welfare within the city.

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

SECTION 1. Section 3.76.010 of the municipal code is amended as set forth in Exhibit A.

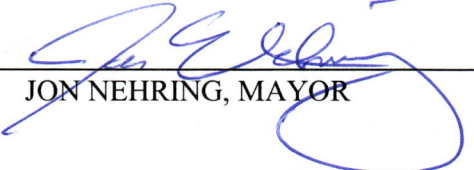
SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this 26th day of June, 2023.

CITY OF MARYSVILLE

By 
JON NEHRING, MAYOR

Attest:

By 
Genevieve Geddis, DEPUTY CITY CLERK

Approved as to form:

By 
JON WALKER, CITY ATTORNEY

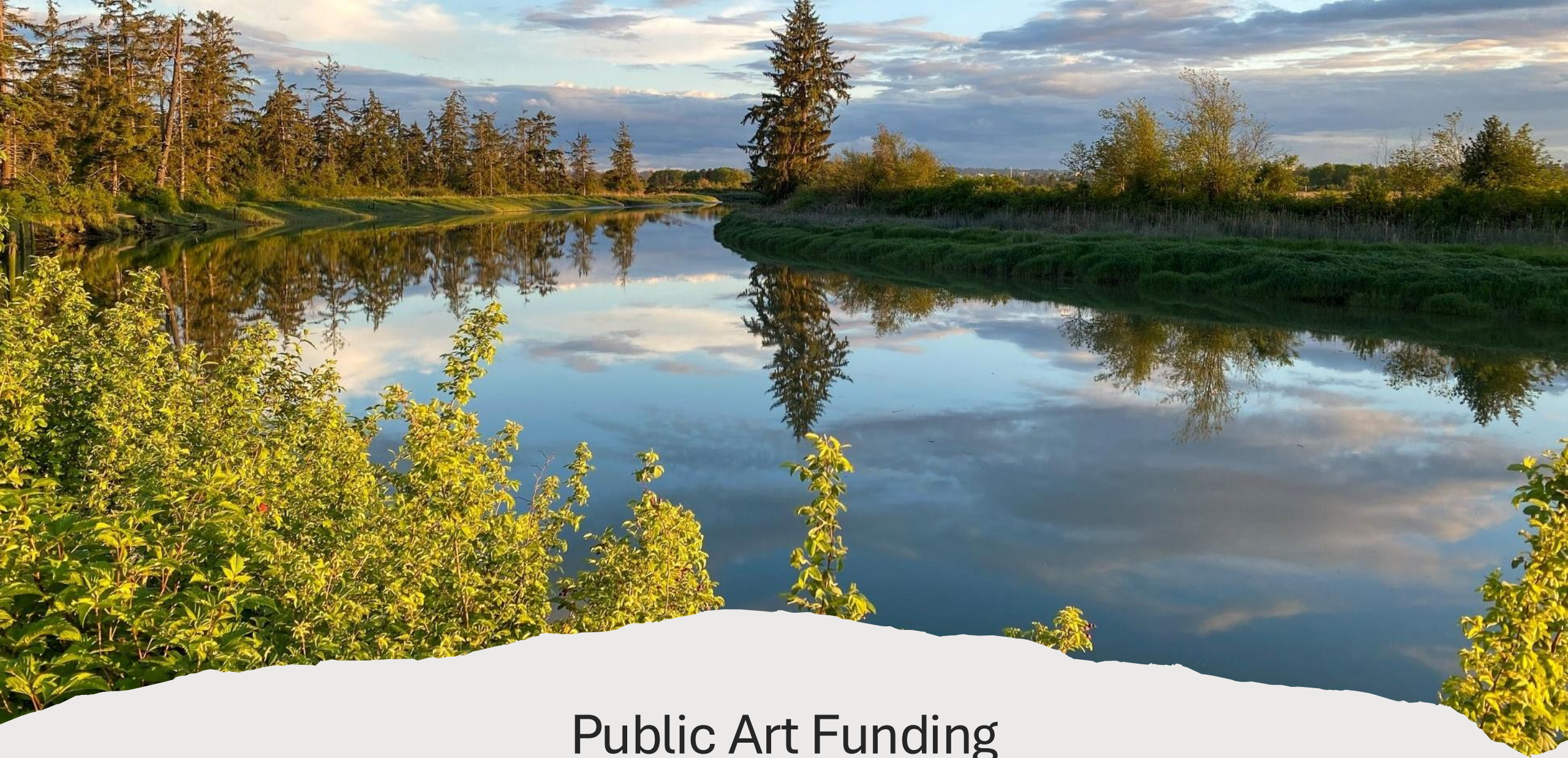
Date of publication: 7.1.2023
Effective Date (5 days after publication): 7.6.2023

EXHIBIT A

3.76.010 Creation.

1. There is created a special fund entitled the municipal arts fund into which shall be paid all grants, bequests, donations and such municipal funds as the city council may designate for use in connection with ~~the functions specified in Chapter 2.88 MMC and as said chapter may hereafter be amended, and from which shall be paid the expenses of the advisory commission on the arts which are incurred in the performance of its duties and responsibilities under said chapter and any other appropriate ordinances of the city of Marysville~~ funding local artists and public artwork.

2. The city council may specifically fund artists or public artwork or it may budget funds to be expended for these purposes. If funds are budgeted for public art or grants for local artists without specifying a project or artist, the park, recreation, and culture board will solicit proposals, review proposals, and recommend expenditures to the mayor. The mayor will present proposals to the council's economic development committee. Proposals approved by the economic development committee will be presented to the city council which will decide whether to approve any proposal.



Public Art Funding

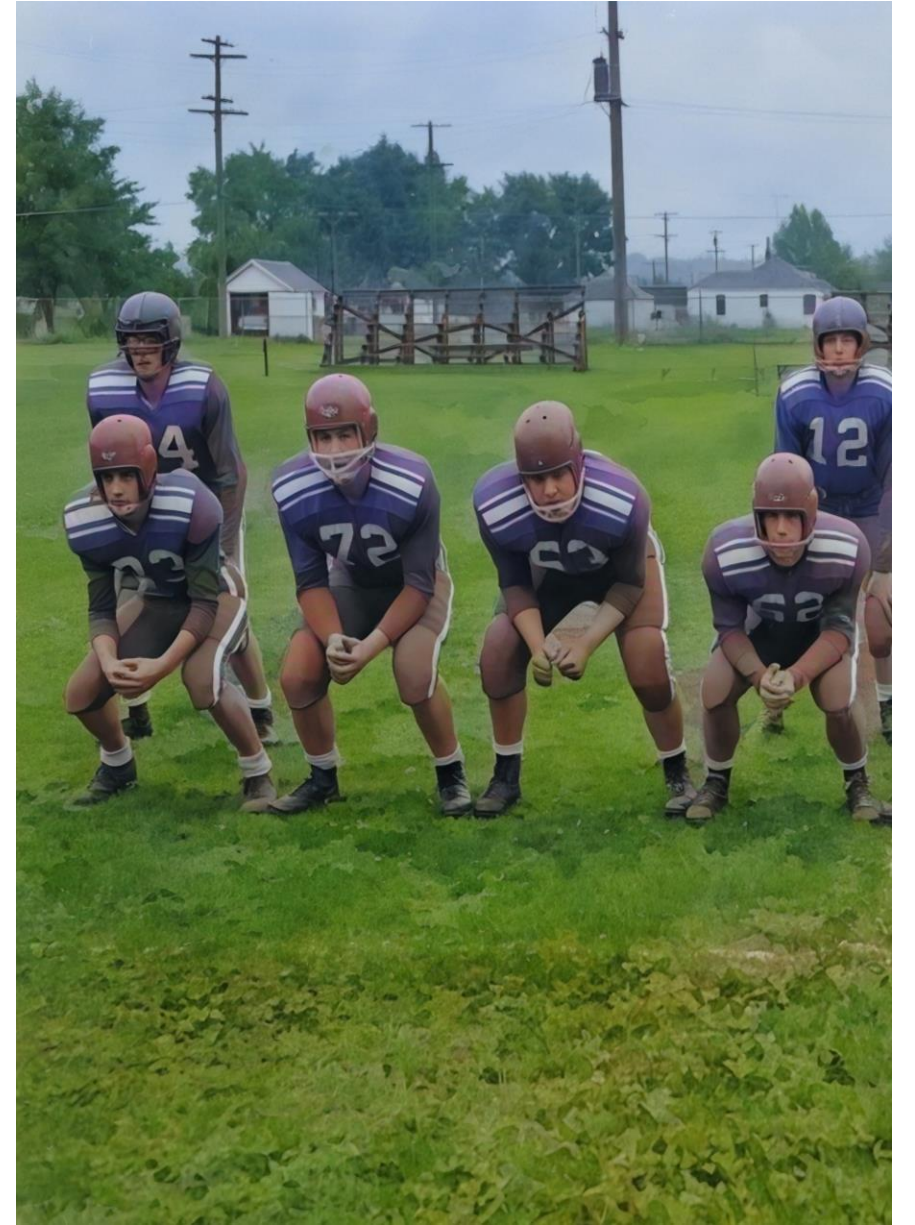


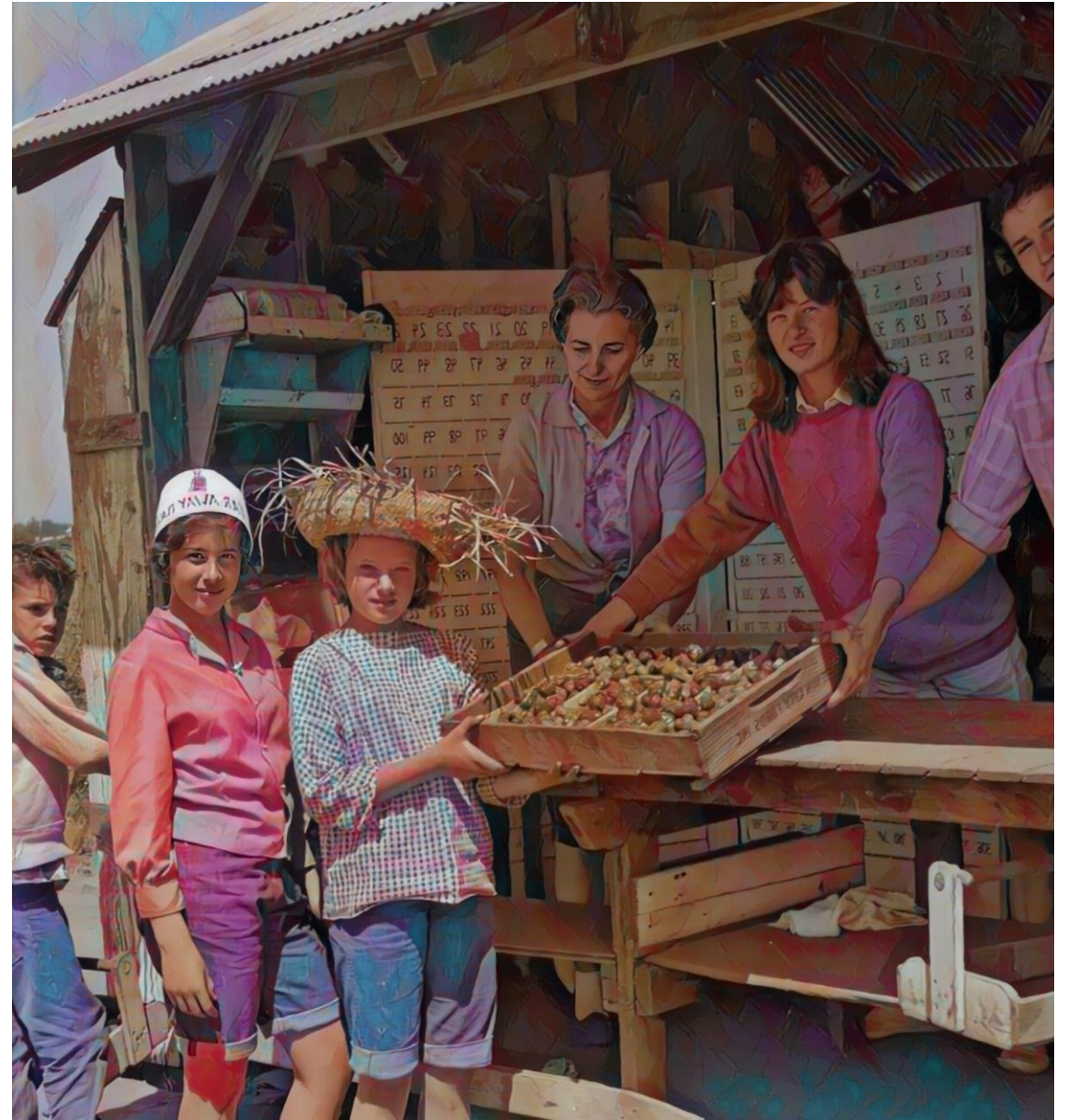




- Ingraham and 83rd: Marysville store
- 156th and Smokey Point Boulevard: Livestock auction house
- 64th and 83rd: First Marysville strawberry farm
- 64th and 53rd: Jennings Park
 - Cherry blossom canopy
 - Jennings Park barn
 - Jennings Park flowers
 - Jennings trail painting
- 88th and 67th: Kellogg-Marsh area, school and farms
- Quinn Ave: Asbery Field
 - Football historical photo
- 128th and State: Leifer Berry Farm and strawberry farming
 - Bikes at farm
 - Leifer Berry Farm
 - Posing with strawberries
 - Strawberries









Manufacture	Model	IN INCHES			Main Structure		Top of Structure		Art / Setup	Site Visit	Total
		H	W	D	Film	Install & Prep	Film	Install & Prep			
SR 528 & Quinn Ave											
	Cab 1	75	49	30	\$2,086.01	\$1,042.99	\$264.60	\$122.50	\$ 255.00	\$ 85.00	\$3,856.10
	Attached	26	24	8	\$297.91	\$148.95	\$34.56	\$16.00			\$497.42
	Service	46	26	25	\$813.98	\$406.98	\$117.00	\$54.17	\$ 255.00	\$ 85.00	\$1,732.14
TOTAL											\$6,085.66
88th St NE Ingraham Blvd & 67th Ave NE											
	Cab 1	75	24	30	\$1,392.98	\$696.48	\$129.60	\$60.00	\$ 255.00	\$ 85.00	\$2,619.07
	Attached	42	26	12	\$566.62	\$283.30	\$56.16	\$26.00			\$932.08
	Service	46	26	26	\$828.86	\$414.42	\$121.68	\$56.33	\$ 255.00	\$ 85.00	\$1,761.30
TOTAL											\$5,312.45
128th St NE & State Ave											
	Cab 1	75	49	30	\$2,086.01	\$1,042.99	\$264.60	\$122.50	\$ 255.00	\$ 85.00	\$3,856.10
	Attached	26	24	8	\$297.91	\$148.95	\$34.56	\$16.00			\$497.42
	Service	46	26	25	\$813.98	\$406.98	\$117.00	\$54.17	\$ 255.00	\$ 85.00	\$1,732.14
TOTAL											\$6,085.66
156th St NE & Smokey Point Blvd											
	Cab 1	75	48	32	\$2,106.80	\$1,053.38	\$276.48	\$128.00	\$ 255.00	\$ 85.00	\$3,904.67
	Attached	36	20	17	\$464.05	\$232.02	\$61.20	\$28.33			\$785.61
	Service	48	27	21	\$805.02	\$402.50	\$102.06	\$47.25	\$ 255.00	\$ 85.00	\$1,696.83
TOTAL											\$6,387.11
64th St NE (SR 528) & 53rd Ave NE											
	Cab 1	75	49	30	\$2,086.01	\$1,042.99	\$264.60	\$122.50	\$ 255.00	\$ 85.00	\$3,856.10
	Attached	26	24	8	\$297.91	\$148.95	\$34.56	\$16.00			\$497.42
	Service	48	27	26	\$882.64	\$441.31	\$126.36	\$58.50	\$ 255.00	\$ 85.00	\$1,848.81
TOTAL											\$6,202.33
64th St NE (SR 528) & 83rd Ave NE											
	Cab 1	75	24	30	\$1,392.98	\$696.48	\$129.60	\$60.00	\$ 255.00	\$ 85.00	\$2,619.07
	Cab 2	68	24	30	\$1,262.97	\$631.47	\$129.60	\$60.00	\$ 255.00	\$ 85.00	\$2,424.05
	Service	84	32	22	\$1,591.19	\$795.58	\$126.72	\$58.67	\$ 255.00	\$ 85.00	\$2,912.16
TOTAL											\$7,955.27
Ingraham Blvd 84th St NE & 83rd Ave NE Getchell HS											
	Cab 1	75	24	30	\$1,392.98	\$696.48	\$129.60	\$60.00	\$ 255.00	\$ 85.00	\$2,619.07
	Cab 2	75	24	30	\$1,392.98	\$696.48	\$129.60	\$60.00	\$ 255.00	\$ 85.00	\$2,619.07
	Service	48	25	25	\$831.63	\$415.81	\$112.50	\$52.08	\$ 255.00	\$ 85.00	\$1,752.03
TOTAL											\$6,990.16
136th St NE & 51st Ave NE											
	Cab 1	75	48	30	\$2,058.29	\$1,029.13	\$259.20	\$120.00	\$ 255.00	\$ 85.00	\$3,806.62
	Attached	26	24	10	\$314.73	\$157.36	\$43.20	\$20.00			\$535.29
	Service	46	24	30	\$854.36	\$427.17	\$129.60	\$60.00	\$ 255.00	\$ 85.00	\$1,811.14
TOTAL											\$6,153.05
Other Charges											
	Prevailing wage administration										\$450.00
	Sales Tax				9.4%						\$4,810.14
TOTAL											\$5,260.14

Total Estimated Cost
\$56,431.82



Dekra-Lite
3102 W. Alton Ave.
Santa Ana, CA, 92704
Phone: (714) 436-0705
Web: www.dekra-lite.com

Quote

Sales Order No.: QT106091
Order Date: 12/6/2024
Ship Date: 1/1/2025
Customer ID: MAR019
Terms: Net 30

BILL TO:			SHIP TO:			
City of Marysville 1049 State Ave. Marysville WA 98270 Attn: Dave Hall 360-363-8403			City of Marysville 6915 Armar Rd. Marysville WA 98270 Attn: Dave Hall 360-363-8403			
CUSTOMER P.O. NO.		CREATED BY	SALES REP			
		Chaffin, Micaela	Micaela Chaffin			
SALES TAX CODE		SHIPPING TERMS	SHIP VIA			
Avatax Avalara		Freight Quote	BEST WAY			
NO.	ITEM	DESCRIPTION	QTY	UOM	PRICE	EXTENDED PRICE
1	BNSSDBLUS96PYSTK	Vertical Flag 30" x 96" Vinyl Single Banner	50.00	EA	140.00	7,000.00
Full color process digital banner printed on 16oz Industrial grade Matte finish vinyl sewn back to back for a total weight of 32oz, with a 5-year no fade warranty						
2	DLIVINBANMAT16	16oz Matte Finish Vinyl Single Banner Custom Size	16.00	EA	77.00	1,232.00
Vertical Flag 24" x 48" Vinyl Single Banner. Full color process digital banner printed on 16oz Industrial grade Matte finish vinyl sewn back to back for a total weight of 32oz, with a 5-year no fade warranty						

Total
Estimated
Cost
\$9,494.86

Signature:

Date:

Please sign and email or fax to (714) 436-0612

*Tax Subject to Change per California Sales and Use Tax Regulations

**Freight Quotes valid for 30-days: All freight quotes will be valid for 30 days only. For orders extending beyond 30 days, we will re-quote freight charges at the time of shipment. Any necessary rate changes will be applied to outbound shipments at the actual time of shipping, and you will be advised via email.

*Shipping in one pallet LTL @ \$ 447.03 with a transit time of 5 days

Sub Total: 8,232.00
Freight & Misc.: 447.03
Tax Total: 815.83
Total (USD): 9,494.86



1st Street Bypass 20

State 1st to Grove 30

Delta by MCC 16





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 10, 2025

SUBMITTED BY: Jennifer Stapleton, Executive

ITEM TYPE: Appointment

AGENDA SECTION: **Mayor's Business**

SUBJECT: Appointment of John Ray to the Planning Commission

SUGGESTED ACTION:

SUMMARY: Mayor Nehring has selected John Ray to serve on the Planning Commission and is seeking Council confirmation.

ATTACHMENTS:
[John Ray - Appointment to Planning Commission.pdf](#)



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

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby appoint JOHN RAY as a member of the PLANNING COMMISSION of the City of Marysville, pursuant to the Marysville Municipal Code 22G.050.020; dated this 10th day of FEBRUARY, 2025.

M A Y O R

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

Dated this 10th day of FEBRUARY, 2025.

JOHN RAY

This term of appointment expires on THURSDAY, AUGUST 2, 2029.