

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

We are a thriving community that promotes a vibrant economy, preserves natural beauty, and supports an exceptional quality of life for all.

April 9, 2024 - 6:00 PM

In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens

or Join Zoom Meeting: <https://lakestevenswa.zoom.us/j/81718509413>

or call in at (253) 215-8782 Meeting ID 817 1850 9413

- 1. Call to Order**
- 2. Pledge of Allegiance** Mayor
- 3. Roll Call**
- 4. Approval of Agenda** Council President
- 5. Guest Business**
 - A. 2023 Police Department Awards
 - B. Introduction and Oath of Police Records Specialist
Breezie Morgan
 - C. Introduction of IT Security Analyst Subhro Kar
- 6. Citizen Comments**
- 7. Council Business** Council President
- 8. Mayor's Business**
- 9. Consent Agenda**
 - A. 2024 Vouchers Barb Stevens
 - B. 2024 Budget Amendment No. 1 Barb Stevens
- 10. Action Items**
 - A. Stormwater CCTV Contract Shannon Farrant
 - B. Interagency Agreement for Part-Time Instructors at CJTC Jeffrey Beazizo
- 11. Adjourn**

THE PUBLIC IS INVITED TO ATTEND

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

BLANKET VOUCHER APPROVAL
2024

Payroll Direct Deposits	3/25/2024	\$372,806.26
Payroll Checks	60549	\$2,308.93
Electronic Funds Transfers	ACH	\$239,369.30
Claims	60550-60631	\$242,169.62
Void Checks		\$0.00
Total Vouchers Approved:		\$856,654.11

This 9th day of April 2024

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

April 9, 2024



City expenditures by type for this voucher packet			
Personnel Costs	\$	375,115	44%
Payroll Federal Taxes	\$	144,395	17%
Retirement Benefits - Employer	\$	81,398	10%
Other Employer Paid Benefits	\$	503	0%
Employee Paid Benefits	\$	17,591	2%
Supplies	\$	25,661	3%
Professional Services	\$	125,561	15%
Refunds	\$	16,269	2%
Capital *	\$	70,160	8%
Total	\$	856,654	100%

Large Purchases *

* LS Weir Replacement \$10,309

* 131st Ave NE Sewer Main Ext \$10,476

* LS Main Street Design \$34,140

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 03/22/2024 - 04/04/2024

Total for Period
\$481,538.92

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-36726	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Gear - A Fox	60554	\$22.19
911 Supply Inc	INV-2-36727	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - B Morgan	60554	\$40.78
911 Supply Inc	INV-2-36728	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - C Byram	60554	\$40.78
911 Supply Inc	INV-2-36808	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Gear - A Fox	60554	\$18.59
911 Supply Inc	INV-2-37083	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - C Byram	60554	\$429.54
911 Supply Inc	INV-2-37084	001 008 521 20 31 05	LE-Equipment - New Officers	Stock Polos & Beanies for PD	60554	\$340.69
911 Supply Inc	INV-2-37115	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor - B Zelenock	60554	\$1,793.63
911 Supply Inc	INV-2-37116	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor - D Burns	60554	\$1,793.63
					60554 Total	\$4,479.83
Ace Hardware	79055	410 016 531 10 31 02	SW - Operating Costs	Thread Seal Tape/Ball Valve	60555	\$29.15
Ace Hardware	79079	101 016 544 90 31 02	ST-Operating Cost	XL-FH Conc SC/Drill Bits	60555	\$132.08
Ace Hardware	79091	101 016 544 90 31 02	ST-Operating Cost	PVC Supplies/Adapters/Drill Bits/Ball Valves	60555	\$141.36
Ace Hardware	79094	410 016 531 10 31 02	SW - Operating Costs	Pail Lid/Buckets/Mulch	60555	\$128.76
Ace Hardware	79105	410 016 531 10 31 02	SW - Operating Costs	Cooler	60555	\$43.71
Ace Hardware	79107	001 010 576 80 31 00	PK-Operating Costs	Charcoal Bins	60555	\$124.57
Ace Hardware	79117	101 016 544 90 31 02	ST-Operating Cost	Trimmer Line	60555	\$26.22
Ace Hardware	79121	410 016 531 10 35 00	SW - Small Tools	DeWalt Cordless Brushless Impact Wrench	60555	\$326.81
Ace Hardware	79121	410 016 531 10 35 00	SW - Small Tools	Fiberglass Extension Pole	60555	\$49.17
Ace Hardware	79121	410 016 531 10 35 00	SW - Small Tools	Hedge Trimmer	60555	\$144.87
Ace Hardware	79121	410 016 531 10 35 00	SW - Small Tools	Rollers	60555	\$7.64
Ace Hardware	79132	001 010 576 80 31 05	PK-R&M Supplies	Starter Cord for 21" Honda Mower	60555	\$11.90
Ace Hardware	79145	001 010 576 80 31 05	PK-R&M Supplies	Coupler/Ball Valve for NC Water Fountain	60555	\$55.72
Ace Hardware	79166	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels	60555	\$185.78
Ace Hardware	79167	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels Refund	60555	(\$87.43)
					60555 Total	\$1,320.31
Alaska Rubber Group Inc	NO62384	101 016 544 90 31 02	ST-Operating Cost	Hose Assembly Kit PW19	60556	\$62.73
Alaska Rubber Group Inc	NO62384	410 016 531 10 31 02	SW - Operating Costs	Hose Assembly Kit PW19	60556	\$62.73
Alaska Rubber Group Inc	NO62385	101 016 544 90 31 02	ST-Operating Cost	Hydraulic/Pneumatic Thread Sealant PW19	60556	\$27.75
Alaska Rubber Group Inc	NO62385	410 016 531 10 31 02	SW - Operating Costs	Hydraulic/Pneumatic Thread Sealant PW19	60556	\$27.75
					60556 Total	\$180.96
Amazon Capital Services	17WW-XYPP-KJW1	001 008 521 20 31 00	LE-Office Supplies	Pens/Toilet Spray/Magnets	60557	\$62.16
Amazon Capital Services	1HHC-NYC7-K9XJ	001 008 521 20 31 00	LE-Office Supplies	Silverware	60557	\$43.71
					60557 Total	\$105.87
Amazon Capital Services	164H-6WND-QR66	001 010 576 80 31 08	PK-Special Event Supplies	Bubble Machine/Bubbles	60558	\$193.41
Amazon Capital Services	17G3-4T7H-4RP3	001 010 576 80 31 00	PK-Operating Costs	Oil for Headger & Blades/Double Sided Tape for Mill Signs	60558	\$43.13
Amazon Capital Services	17G3-4T7H-4RP3	001 010 576 80 31 03	PK- Equipment & Tools	Dewalt Spanner Wrenchs	60558	\$11.89
Amazon Capital Services	1CHP-R14J-R4MC	001 010 576 80 31 08	PK-Special Event Supplies	Easter Event Supplies	60558	\$80.82
Amazon Capital Services	1CX1-G7Y6-6QFC	001 010 576 80 31 00	PK-Operating Costs	Plant Mitigation Marking/Stakes	60558	\$33.08
Amazon Capital Services	1CX1-G7Y6-6QFC	001 010 576 80 31 02	PK-Office Supplies	Compressed Air	60558	\$10.91
Amazon Capital Services	1CX1-G7Y6-6QFC	001 010 576 80 31 03	PK- Equipment & Tools	Noise Cancelling Headphones	60558	\$82.67
Amazon Capital Services	1CX1-G7Y6-6QFC	101 016 544 90 31 01	ST-Office Supplies	Compressed Air	60558	\$10.91
Amazon Capital Services	1CX1-G7Y6-6QFC	410 016 531 10 31 01	SW - Office Supplies	Compressed Air	60558	\$10.91
Amazon Capital Services	1GY7-XWQV-7C1W	510 006 518 80 31 00	Purchase Computer Equipment	Apple Keyboard/Pen - Councilmember R Donoghue	60558	\$452.51
Amazon Capital Services	1JLQ-YG3V-J41J	410 016 531 10 31 02	SW - Operating Costs	iPad Pro Cases/Quick Lock Avalanche Probes	60558	\$325.69

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1LD3-TNKV-47DT	001 013 518 20 31 00	GG-Operating Costs	Copy Paper for CH	60558	\$85.48
Amazon Capital Services	1RFN-4VKQ-WDMX	001 006 518 80 31 00	IT-Office Supplies	IT Replacement Stylus/Cables	60558	\$51.96
Amazon Capital Services	1T9V-J7VR-9J79	001 005 518 10 31 00	HR-Office Supplies	iPhone Screenshot Protector/Books	60558	\$63.87
Amazon Capital Services	1TXV-JV9W-4NWR	001 010 576 80 31 00	PK-Operating Costs	iPhone Cases - D Smith/S Garceau	60558	\$38.23
Amazon Capital Services	1TXV-JV9W-4NWR	001 010 576 80 31 03	PK- Equipment & Tools	Cam Buckle Tie Down Straps for Movie Screen	60558	\$27.31
Amazon Capital Services	1YD9-L99Y-6JF7	001 010 576 80 31 08	PK-Special Event Supplies	Easter Hunt Supplies	60558	\$130.93
					60558 Total	\$1,653.71
Assoc of Washington Cities	126052	001 005 517 90 41 01	HR-City Training Program	Labor Relations Institute Registration - A Warrington	60559	\$345.00
					60559 Total	\$345.00
Aztec Commercial Tire LLC	2593	101 016 542 30 48 00	ST-Repair & Maintenance	Tire Repair Services PW95	60560	\$60.66
Aztec Commercial Tire LLC	2593	410 016 531 10 48 00	SW - Repairs & Maintenance	Tire Repair Services PW95	60560	\$60.66
					60560 Total	\$121.32
Badgleys Landscape LLC	91125	001 013 518 20 41 00	GG-Professional Service	Landscape Maint 1819 S Lake Stevens Rd 02-2024	60561	\$777.03
					60561 Total	\$777.03
Brazel	032624 BRAZEL	001 002 513 11 43 00	AD-Travel & Meetings	WOW Conf Ocean Shores Meal PerDiem	60562	\$202.00
					60562 Total	\$202.00
Bridge Coordination Services	2024-LS3	001 008 521 20 41 01	LE-Professional Serv-Fixed	LS Victim Service Hours	60563	\$4,114.00
					60563 Total	\$4,114.00
Canon Financial Services Inc	32254430	001 010 576 80 48 00	PK-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	60564	\$11.42
Canon Financial Services Inc	32254430	101 016 542 30 48 00	ST-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	60564	\$11.41
Canon Financial Services Inc	32254430	410 016 531 10 48 00	SW - Repairs & Maintenance	QNN08471 Copier Lease PW Upstairs	60564	\$11.41
					60564 Total	\$34.24
CDW Government Inc	QC29260	101 016 544 90 31 02	ST-Operating Cost	Wireless Display Adapters for PW Training Room	60565	\$736.13
CDW Government Inc	QC29260	410 016 531 10 31 02	SW - Operating Costs	Wireless Display Adapters for PW Training Room	60565	\$736.14
CDW Government Inc	QH44459	510 006 518 80 31 00	Purchase Computer Equipment	Cortex Xpanse Expander Subscription	60565	\$114.66
CDW Government Inc	QH59940	510 006 518 80 49 37	LR - Fortivoice	Yearly Support Agreement	60565	\$1,329.82
CDW Government Inc	QH76208	001 007 558 50 31 00	PL-Office Supplies	Surface Laptop 5/Dock/LG Monitors (2)/Keyboard & Mouse	60565	\$2,285.93
CDW Government Inc	SE2306862	001 006 518 80 41 00	IT-Professional Services	MS Sharepoint Deployment Svcs Project 12-2023	60565	\$442.50
CDW Government Inc	SE2307030	001 006 518 80 41 00	IT-Professional Services	MS Sharepoint Deployment Svcs Project 01-2024	60565	\$210.00
					60565 Total	\$5,855.18
Cintas Loc 460	4185680763	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	60566	\$99.77
Cintas Loc 460	4185680763	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	60566	\$189.16
Cintas Loc 460	4185680763	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	60566	\$154.17
Cintas Loc 460	4186416155	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	60566	\$99.75
Cintas Loc 460	4186416155	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	60566	\$203.43
Cintas Loc 460	4186416155	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	60566	\$139.92
Cintas Loc 460	4187190012	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	60566	\$99.75
Cintas Loc 460	4187190012	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	60566	\$189.17
Cintas Loc 460	4187190012	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	60566	\$154.18
Cintas Loc 460	9263734015	001 010 576 80 41 00	PK-Professional Services	Park Uniform Service Credit	60566	(\$106.28)
					60566 Total	\$1,223.02
City of Everett	I240002008	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	60567	\$234.00
City of Everett	I240002053	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	60567	\$166.50
City of Everett	I240002214	001 008 521 40 49 01	LE-Registration Fees	LS Portion of Police Skills Refresher Training	60567	\$800.00
City of Everett	I240002234	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 02-2024	60567	\$1,605.00
					60567 Total	\$2,805.50
ClearGov Inc	2024-14466	510 006 518 80 49 43	LR - ClearGov	ClearGov Transparency Suite Renewal	60568	\$6,377.60
					60568 Total	\$6,377.60

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
CompassCom	6350	101 016 542 30 41 02	ST-Professional Service	Installation Services for Fleet Tracking Software	60569	\$2,475.00
CompassCom	6350	410 016 531 10 41 01	SW - Professional Services	Installation Services for Fleet Tracking Software	60569	\$2,475.00
CompassCom	6351	101 016 542 30 41 02	ST-Professional Service	Cloud Hosting Subscription for Fleet Tracking Software	60569	\$1,422.30
CompassCom	6351	410 016 531 10 41 01	SW - Professional Services	Cloud Hosting Subscription for Fleet Tracking Software	60569	\$1,422.30
					60569 Total	\$7,794.60
Daily Journal of Commerce Inc	3397120	302 010 594 76 61 14	PM - Cedarwood Park	RFQ Cedarwood Rec Center Publication	60570	\$367.20
					60570 Total	\$367.20
David Evans and Associates Inc	557855	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Consultant Plan Review Centennial SP	60571	\$1,154.00
					60571 Total	\$1,154.00
DCG Watershed Inc	53612	411 016 594 31 60 07	Wier Replacement Scope Design	LS Weir Replacement	60572	\$10,308.75
					60572 Total	\$10,308.75
Dept of Retirement (Deferred Comp)	3252024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$7,715.54
					EFT Total	\$7,715.54
Dept of Retirement PERS LEOFF	3252024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$81,244.25
Dept of Retirement PERS LEOFF	3252024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$154.04
					EFT Total	\$81,398.29
Dicks Towing Inc	18276957	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2024-04986	60573	\$151.66
					60573 Total	\$151.66
Dreher	042124 DREHER	001 008 521 20 43 00	LE-Travel & Per Diem	Narcotics & Explosive Detection Conf Meal PerDiem	60574	\$406.00
					60574 Total	\$406.00
EFTPS	3252024	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$144,395.44
					EFT Total	\$144,395.44
Electronic Business Machines	AR272288	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - QNN08471	60575	\$22.14
Electronic Business Machines	AR272288	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - QNN08471	60575	\$22.14
Electronic Business Machines	AR272288	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - QNN08471	60575	\$22.15
Electronic Business Machines	AR273068	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	60575	\$37.18
Electronic Business Machines	AR273068	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	60575	\$37.18
Electronic Business Machines	AR273068	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	60575	\$37.18
Electronic Business Machines	AR273824	001 013 518 20 48 00	GG-Repair & Maintenance	Printer Copy Fees CH Admin XTZ10787	60575	\$977.79
					60575 Total	\$1,155.76
Fastenal Company	WAARN171947	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Deicer/Batteries/Gloves/Ear Plugs	60576	\$181.12
Fastenal Company	WAARN171947	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Deicer/Batteries/Gloves/Ear Plugs	60576	\$181.12
Fastenal Company	WAARN172075	101 016 544 90 31 02	ST-Operating Cost	Anchors/Springhooks/Quik Links	60576	\$67.73
Fastenal Company	WAARN172075	410 016 531 10 31 02	SW - Operating Costs	Anchors/Springhooks/Quik Links	60576	\$67.74
Fastenal Company	WAARN172093	101 016 544 90 31 02	ST-Operating Cost	Batteries/Wipers/Ear Plugs/Qwikstiks	60576	\$12.95
Fastenal Company	WAARN172093	410 016 531 10 31 02	SW - Operating Costs	Batteries/Wipers/Ear Plugs/Qwikstiks	60576	\$12.94
					60576 Total	\$523.60
Feldman & Lee PS	03-2024 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 03-2024	60577	\$14,000.00
Feldman & Lee PS	2024 LKS-SSP-3	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services OPD Program 03-2024	60577	\$600.00
Feldman & Lee PS	2024 LKS-SSP-3	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services Program 03-2024	60577	\$460.00
Feldman & Lee PS	2024 LKS-SSP-3	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Services OPD Program 03-2024	60577	\$900.00
					60577 Total	\$15,960.00
Fenrich	032724 FENRICH	001 005 518 10 49 02	HR-Employee Recognition	Service Award Reimbursement	60578	\$50.00
					60578 Total	\$50.00
Fisher & Phillips LLP	1935064	001 011 515 41 41 03	Ext Consult - Labor Relations	HIB Visa Pre-Employment	60579	\$3,000.00
					60579 Total	\$3,000.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Gailey	030924 GAILEY	001 001 513 10 43 00	Executive - Travel & Mtgs	NLC Conf Flight Reimbursement	60580	\$561.20
Gailey	030924 GAILEY	001 001 513 10 43 00	Executive - Travel & Mtgs	NLC Conf Hotel Reimbursement	60580	\$1,586.28
					60580 Total	\$2,147.48
Galls LLC	27340031	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - A Hogan	60581	\$382.61
Galls LLC	27418136	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - A Hogan	60581	\$137.72
Galls LLC	27459808	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - A Hogan	60581	\$753.65
Galls LLC	27459815	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - M Walters	60581	\$651.06
Galls LLC	27463538	001 008 521 20 31 01	LE-Fixed Minor Equipment	Nik Tests	60581	\$102.30
					60581 Total	\$2,027.34
Granite Construction Supply	101873	101 016 544 90 31 02	ST-Operating Cost	Pruning Blades	60582	\$341.24
Granite Construction Supply	101874	101 016 544 90 31 02	ST-Operating Cost	Safekerb Ramp	60582	\$1,758.40
Granite Construction Supply	101930	101 016 544 90 31 02	ST-Operating Cost	Yellow Temp Pavement Marking Tape	60582	\$71.44
Granite Construction Supply	101940	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs	60582	\$983.61
Granite Construction Supply	101946	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Sign	60582	\$27.48
Granite Construction Supply	101948	410 016 531 10 31 02	SW - Operating Costs	Sign - Property of LS	60582	\$164.85
Granite Construction Supply	101978	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	60582	\$91.22
					60582 Total	\$3,438.24
Harmsen LLC	24_0347	303 010 594 76 60 00	Eagle Ridge Park	Eagle Ridge Wetland Survey	60583	\$340.00
					60583 Total	\$340.00
Heidelberg Materials	032924RETAINAGE	101 016 582 20 00 00	PW Retainage Release	2021 Pavement Overlay Retainage Release	60584	\$15,769.03
					60584 Total	\$15,769.03
Hemrich	032324 DANIEL	001 013 582 10 00 00	Refund of Deposit	LS23-Daniel2_3-23-24 Mill Deposit Refund	60585	\$500.00
					60585 Total	\$500.00
Home Depot	14952	001 012 575 50 31 00	CS- The Mill- Ops	Shelf Brackets/Wire/Bucket/Screws/Mounting Pads	60586	\$224.24
Home Depot	1014856	001 008 521 50 30 01	LE-Facilities Minor Equipment	Outlet Tester/Outlet Covers/Terminal Adapter	60586	\$115.67
Home Depot	2011000	101 016 544 90 31 02	ST-Operating Cost	Dimmable White High Bay Lights/Milwaukee Super Charger	60586	\$255.21
Home Depot	2011000	410 016 531 10 31 02	SW - Operating Costs	Dimmable White High Bay Lights/Milwaukee Super Charger	60586	\$255.21
Home Depot	4010673	101 016 544 90 31 02	ST-Operating Cost	Storage Clip Bar/Steel Drill Tap Set/Toilet Valve	60586	\$101.38
Home Depot	4010753	001 008 521 50 30 01	LE-Facilities Minor Equipment	Socket/Wood Chisel Set/Wrench/Spring Hinge	60586	\$121.54
Home Depot	4014456	001 008 521 50 30 01	LE-Facilities Minor Equipment	Portable Cabinet	60586	\$119.14
Home Depot	4014457	001 008 521 50 30 01	LE-Facilities Minor Equipment	Portable Cabinet	60586	\$119.14
Home Depot	4014462	001 008 521 50 30 01	LE-Facilities Minor Equipment	Heaters	60586	\$250.23
Home Depot	4093579	001 008 521 50 30 01	LE-Facilities Minor Equipment	Portable Cabinets Refund	60586	(\$238.28)
Home Depot	7317066	001 010 576 80 31 05	PK-R&M Supplies	Paint for Park RR	60586	\$42.50
Home Depot	7605414	001 010 576 80 31 05	PK-R&M Supplies	Doorstop for Park RR	60586	\$23.84
Home Depot	8012560	410 016 531 10 31 02	SW - Operating Costs	Security Lock	60586	\$50.58
Home Depot	8012613	101 016 542 66 31 00	ST-Snow & Ice - Sply	Handy Hook	60586	\$89.71
Home Depot	8093916	410 016 531 10 31 02	SW - Operating Costs	Bushings/Elbow/Brass Nipples	60586	\$72.52
Home Depot	8782346	001 010 576 80 31 00	PK-Operating Costs	Yellow Spray Paint for Park Tool Identification	60586	\$212.48
Home Depot	9592544	001 010 576 80 31 03	PK- Equipment & Tools	Tool Holder	60586	\$124.93
Home Depot	9713334	001 010 576 80 31 05	PK-R&M Supplies	Paint for Park RR	60586	\$88.47
Home Depot	9725193	001 010 576 80 31 05	PK-R&M Supplies	Cycle Oil for Park Mower	60586	\$99.94
Home Depot	9901461	001 010 576 80 31 05	PK-R&M Supplies	Tie Hook/Latch Post for Oak Hill Fence	60586	\$62.18
					60586 Total	\$2,190.63

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Honey Bucket	554009790	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	60587	\$281.64
Honey Bucket	554013361	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Removed Temp	60587	(\$226.71)
Honey Bucket	554042153	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Oak Hill	60587	\$264.50
Honey Bucket	554042154	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Disc Golf	60587	\$167.75
Honey Bucket	554045205	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park Temp	60587	\$290.95
Honey Bucket	554050317	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Eagle Ridge Garden	60587	\$142.00
Honey Bucket	554060401	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	60587	\$219.05
					60587 Total	\$1,139.18
Houghtaling	032924 NATASHA	001 005 518 10 31 03	HR-Emp Recognition Supplies	Supplies for PW Emp Recognition Lunch Reimbursement	60588	\$73.45
					60588 Total	\$73.45
HSA Bank	3252024	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	60550	\$395.00
					60550 Total	\$395.00
J Thayer Co Inc	1682506-0	001 010 576 80 31 02	PK-Office Supplies	Copy Paper	60589	\$28.35
J Thayer Co Inc	1682506-0	101 016 544 90 31 01	ST-Office Supplies	Copy Paper	60589	\$28.34
J Thayer Co Inc	1682506-0	410 016 531 10 31 01	SW - Office Supplies	Copy Paper	60589	\$28.35
					60589 Total	\$85.04
KPG Psomas Inc	206447	001 007 558 50 41 00	PL-Professional Servic	91st Ave NE Streetscape Conceptual Design	60590	\$2,184.08
					60590 Total	\$2,184.08
Lake Industries LLC	301813	410 016 531 10 31 02	SW - Operating Costs	Fill Material Hauled In	60591	\$288.00
					60591 Total	\$288.00
Lake Stevens Chamber of Commerce	04-2024 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 04-2024	60592	\$1,500.00
					60592 Total	\$1,500.00
Lake Stevens Police Guild	3252024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	60551	\$1,178.25
					60551 Total	\$1,178.25
Lake Stevens Sewer District	032724 SEWER	304 016 594 31 60 00	131st Ave NE Sewer Extension	Sewer District Developer Extension Agreement Deposit	60593	\$5,000.00
					60593 Total	\$5,000.00
Lakeside Industries Inc	262534	101 016 542 70 31 00	ST-Roadside - Supply	Pallet of Pot Hole Mix	60594	\$1,146.56
					60594 Total	\$1,146.56
Lemay Mobile Shredding Inc	48350078S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	60595	\$13.05
Lemay Mobile Shredding Inc	4836252S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	60595	\$39.15
					60595 Total	\$52.20
Les Schwab Group Holdings LLC	40200708222	101 016 542 30 48 00	ST-Repair & Maintenance	Replace Front/Outer Duals PW56	60596	\$1,000.79
Les Schwab Group Holdings LLC	40200708222	410 016 531 10 48 00	SW - Repairs & Maintenance	Replace Front/Outer Duals PW56	60596	\$1,000.79
					60596 Total	\$2,001.58
LN Curtis & Sons	INV805644	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - C Kolomyza	60597	\$301.67
					60597 Total	\$301.67
Meis	030924 MEIS	001 010 576 80 43 00	PK-Travel & Meetings	Revenue Mgmt School Baggage Fee Reimbursement	60598	\$70.00
Meis	031524 MEIS	001 010 576 80 43 00	PK-Travel & Meetings	Oblebay Revenue Mgmt School Meal PerDiem	60598	\$15.00
					60598 Total	\$85.00
Millerstoultime	3192479694	101 016 544 90 31 02	ST-Operating Cost	Clean Wipes	60599	\$19.53
Millerstoultime	3192479694	101 016 544 90 31 02	ST-Operating Cost	Swivel-Head Ratchet	60599	\$109.30
Millerstoultime	3192479694	410 016 531 10 31 02	SW - Operating Costs	Clean Wipes	60599	\$19.54
Millerstoultime	3192479694	410 016 531 10 31 02	SW - Operating Costs	Swivel-Head Ratchet	60599	\$109.30
					60599 Total	\$257.67
MissionSquare - 108991	6565485	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	60552	\$502.96
					60552 Total	\$502.96
MissionSquare - 307428	6058061	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	60553	\$2,442.34
					60553 Total	\$2,442.34

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Monroe Correctional Complex	MCC2402.0022	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 02-2024	60600	\$323.69
Monroe Correctional Complex	MCC2402.0022	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew 02-2024	60600	\$148.61
Monroe Correctional Complex	MCC2402.0022	410 016 531 10 48 00	SW - Repairs & Maintenance	DOC Work Crew 02-2024	60600	\$49.88
					60600 Total	\$522.18
Motor Trucks International & Idealease Inc	11P23442	101 016 544 90 31 02	ST-Operating Cost	V Ribbed Belt PW19	60601	\$43.44
Motor Trucks International & Idealease Inc	11P23442	410 016 531 10 31 02	SW - Operating Costs	V Ribbed Belt PW19	60601	\$43.45
					60601 Total	\$86.89
Nationwide Retirement Solution	3252024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$5,016.58
					EFT Total	\$5,016.58
Office of Minority & Womens Business	30314738	001 002 513 11 49 01	AD-Miscellaneous	Political Subdivision Fee 07/01/23 - 06/30/25	60602	\$1,346.50
					60602 Total	\$1,346.50
Office of the State Treasurer	03-2024 STATE	633 000 586 00 00 01	State Court Remit	State Court Remittance 03-2024	60603	\$9,167.25
Office of the State Treasurer	03-2024 STATE	633 000 589 30 00 03	State Building Permit Remit	Bulding Code Remittance 03-2024	60603	\$156.00
					60603 Total	\$9,323.25
Pace Engineers Inc	90822	302 010 594 76 61 03	PM -LS Bayview Connector - PT	Bayview Trail - Phase 0	60604	\$827.40
Pace Engineers Inc	90871	304 016 594 31 60 00	131st Ave NE Sewer Extension	131st Ave NE Sewer Main Ext	60604	\$10,476.00
Pace Engineers Inc	90880	304 016 594 31 60 01	R2 - FC114 - Machias Sewer Inf	Machias Lift Station Industrail Readiness Grant	60604	\$3,994.50
					60604 Total	\$15,297.90
Pacific Power Batteries	11437890	530 010 594 76 60 00	Parks Capital Equipment	Lithium Boost Pack Batteries for Park Ranger	60605	\$494.50
					60605 Total	\$494.50
Perteet Inc	20210056.001-1	101 016 544 20 41 00	ST-Prof Srv - Engineering	LS On-Call to 2024_01 Glenwood Traffic Analysis	60606	\$4,927.50
					60606 Total	\$4,927.50
Petersen Brothers Inc	2401701	101 016 542 64 48 01	ST-Traf Control - Guardrail	Guardrail Repair Services N Lakeshore Near 1819 Main	60607	\$4,524.12
					60607 Total	\$4,524.12
Powerplan	15094991	101 016 544 90 31 02	ST-Operating Cost	Filters	60608	\$256.56
Powerplan	15094991	410 016 531 10 31 02	SW - Operating Costs	Filters	60608	\$256.56
Powerplan	15096790	101 016 544 90 31 02	ST-Operating Cost	Def Baffle/Filter Kit/Hydraulic Fluid	60608	\$239.40
Powerplan	15096790	410 016 531 10 31 02	SW - Operating Costs	Def Baffle/Filter Kit/Hydraulic Fluid	60608	\$239.40
Powerplan	15126637	101 016 544 90 31 02	ST-Operating Cost	Oil Filters/Fuel Filters PW83 Loader	60608	\$53.03
Powerplan	15126637	410 016 531 10 31 02	SW - Operating Costs	Oil Filters/Fuel Filters PW83 Loader	60608	\$53.03
Powerplan	15128659	101 016 544 90 31 02	ST-Operating Cost	2.5 Gal PLU PW95 Backhoe	60608	\$113.83
Powerplan	15128659	410 016 531 10 31 02	SW - Operating Costs	2.5 Gal PLU PW95 Backhoe	60608	\$113.83
Powerplan	15136251	101 016 544 90 31 02	ST-Operating Cost	Blades/Spindle PW38 Mower	60608	\$387.91
Powerplan	15136251	410 016 531 10 31 02	SW - Operating Costs	Blades/Spindle PW38 Mower	60608	\$387.90
					60608 Total	\$2,101.45
Proforce Marketing Inc	545398	001 008 521 20 31 02	LE-Minor Equipment	Pep Blast Live Packs PO #1946	60609	\$485.64
					60609 Total	\$485.64
Public Safety Testing Inc	PSTI24-86	001 008 521 20 41 00	LE-Professional Services	Background Investigation - Police Officer Candidates	60610	\$1,249.00
					60610 Total	\$1,249.00
Quadient Finance USA Inc	14807245 03-2024	001 008 521 20 42 00	LE-Communication	Postage PD	60611	\$400.00
					60611 Total	\$400.00
Rose	040224 ROSE	001 005 517 90 31 00	HR - Wellness Program Supplies	Snacks for April Wellness Event Reimbursement	60612	\$177.87
					60612 Total	\$177.87
Security Solutions Northwest Inc	356975	001 006 518 80 48 00	IT-Repair & Maintenance	Vidoe Health Standard Monthly	60613	\$240.41
					60613 Total	\$240.41

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Siskun Power Equipment	468296	101 016 544 90 31 02	ST-Operating Cost	Fuel Tube/Air Cleaner Element	60614	\$14.38
Siskun Power Equipment	468296	410 016 531 10 31 02	SW - Operating Costs	Fuel Tube/Air Cleaner Element	60614	\$14.37
Siskun Power Equipment	468440	101 016 544 90 31 02	ST-Operating Cost	Starter Magnetic	60614	\$62.87
Siskun Power Equipment	468440	410 016 531 10 31 02	SW - Operating Costs	Starter Magnetic	60614	\$62.88
Siskun Power Equipment	468556	101 016 544 90 31 02	ST-Operating Cost	Fuel Tube/Starter Assy	60614	\$18.55
Siskun Power Equipment	468556	410 016 531 10 31 02	SW - Operating Costs	Fuel Tube/Starter Assy	60614	\$18.55
Siskun Power Equipment	469316	101 016 544 90 31 02	ST-Operating Cost	Tensioner Slide	60614	\$3.49
Siskun Power Equipment	469316	410 016 531 10 31 02	SW - Operating Costs	Tensioner Slide	60614	\$3.49
					60614 Total	\$198.58
Snohomish County Public Works Solid Waste	I000634662	101 016 542 30 41 02	ST-Professional Service	Solid Waste Disposal	60615	\$41.50
Snohomish County Public Works Solid Waste	I000634662	410 016 531 10 41 01	SW - Professional Services	Solid Waste Disposal	60615	\$41.50
					60615 Total	\$83.00
Snohomish County PUD	100777404	001 010 576 80 47 00	PK-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	60616	\$79.52
Snohomish County PUD	100777404	101 016 543 50 47 00	ST-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	60616	\$79.52
Snohomish County PUD	100777404	401 070 535 10 47 01	Sewer Dist Utilities	222947715 Decant Electric/Water 12703 31st PL NE	60616	\$238.55
Snohomish County PUD	100777404	410 016 531 10 47 00	SW - Utilities	222947715 Decant Electric/Water 12703 31st PL NE	60616	\$79.51
Snohomish County PUD	106199367	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	60616	\$23.05
Snohomish County PUD	106199367	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	60616	\$87.66
Snohomish County PUD	106199367	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	60616	\$62.94
Snohomish County PUD	106199367	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	60616	\$670.37
Snohomish County PUD	106199367	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	60616	\$58.20
Snohomish County PUD	106199367	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	60616	\$277.60
Snohomish County PUD	106199367	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	60616	\$567.33
Snohomish County PUD	106199367	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	60616	\$192.13
Snohomish County PUD	106199367	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	60616	\$38.63
Snohomish County PUD	109489503	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	60616	\$64.76
Snohomish County PUD	112765102	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	60616	\$74.66
Snohomish County PUD	112766354	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	60616	\$174.43
Snohomish County PUD	122676060	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	60616	\$13,299.39
Snohomish County PUD	122676061	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	60616	\$1,580.16
Snohomish County PUD	122682427	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	60616	\$59.41
Snohomish County PUD	125988112	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	60616	\$133.14
Snohomish County PUD	129266114	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	60616	\$203.54
Snohomish County PUD	129275109	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	60616	\$507.65
Snohomish County PUD	135880940	001 012 575 51 47 00	CS- Grimm House Utilities	223357641 Grimm House Electric	60616	\$287.03
Snohomish County PUD	139088463	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	60616	\$119.03
Snohomish County PUD	142411144	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	60616	\$78.65
Snohomish County PUD	145758398	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	60616	\$1,318.31
Snohomish County PUD	145762431	005 000 518 20 40 01	Rental Property Utilities	222450314 Commercial Bldg 1819 S Lake Stevens	60616	\$596.43
Snohomish County PUD	149048583	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	60616	\$29.76
Snohomish County PUD	149050537	001 010 576 80 47 00	PK-Utilities	223477167 Mill Spur Electric	60616	\$81.84
Snohomish County PUD	149054595	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	60616	\$60.74

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	155632574	001 010 576 80 47 00	PK-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	60616	\$70.18
Snohomish County PUD	155632574	101 016 543 50 47 00	ST-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	60616	\$70.18
Snohomish County PUD	155632574	401 070 535 10 47 01	Sewer Dist Utilities	222947715 Decant Electric/Water 12703 31st PL NE	60616	\$210.55
Snohomish County PUD	155632574	410 016 531 10 47 00	SW - Utilities	222947715 Decant Electric/Water 12703 31st PL NE	60616	\$70.19
Snohomish County PUD	158800645	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	60616	\$64.43
Snohomish County PUD	161965903	101 016 542 63 47 00	ST-Lighting - Utilities	223611120 Traffic Light	60616	\$52.04
Snohomish County PUD	161965904	101 016 542 63 47 00	ST-Lighting - Utilities	223687294 Street Lights	60616	\$30.95
					60616 Total	\$21,692.46
Snohomish County Treasurer	03-2024 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 03-2024	60617	\$120.33
					60617 Total	\$120.33
Sound Publishing Inc	EDH992065	302 010 594 76 61 14	PM - Cedarwood Park	RFQ Cedarwood Rec Center Publication	60618	\$127.40
Sound Publishing Inc	EDH992366	001 013 518 30 41 01	GG-Advertising	Ordinance 1179	60618	\$36.24
Sound Publishing Inc	EDH992691	001 007 558 50 41 04	Permit Related Professional Sr	LUA2024-0002 SEPA Legal Notice	60618	\$94.72
Sound Publishing Inc	EDH992928	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0237/2024-0021 Panda Express Public Notice	60618	\$87.84
Sound Publishing Inc	EDH993122	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0073 Sparmen Rezone Legal Notice	60618	\$96.44
Sound Publishing Inc	EDH993283	001 013 518 30 41 01	GG-Advertising	CC Meeting Cancellation Notice	60618	\$20.76
Sound Publishing Inc	EDH993364	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0173 Ko'olau Development Legal Notice	60618	\$89.56
Sound Publishing Inc	EDH993491	001 007 558 50 41 04	Permit Related Professional Sr	LUA2024-0014 20th St NE/Grade Rd ROW Legal Notice	60618	\$72.36
					60618 Total	\$625.32
Sound Safety Products Co Inc	602317/1	101 016 542 90 31 01	ST-Clothing	Boots - P Stevens	60619	\$97.25
Sound Safety Products Co Inc	602317/1	410 016 531 10 31 00	SW - Clothing	Boots - P Stevens	60619	\$97.26
					60619 Total	\$194.51
Sound Security Inc	1124719	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Instrusion/Fire/Elevator Monitoring PD	60620	\$1,196.25
					60620 Total	\$1,196.25
Sprague Pest Solutions	5372186	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	60621	\$95.64
Sprague Pest Solutions	5372187	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	60621	\$191.28
					60621 Total	\$286.92
The Part Works	INV103109	001 010 576 80 31 05	PK-R&M Supplies	Repair Kit for Lundeen RR Plumbing	60622	\$69.77
					60622 Total	\$69.77
Transpo Group USA Inc	32175	301 016 595 30 60 05	TZ1 - Main Street	LS Main Street Design	60623	\$34,139.52
Transpo Group USA Inc	32193	304 016 595 61 60 01	ADA Ramp Improvements	LS ADA Transition Plan	60623	\$4,085.00
					60623 Total	\$38,224.52
TransUnion Risk & Alternative Data Solutions Inc	4016011-202403-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	60624	\$81.98
					60624 Total	\$81.98
Trueheart Family Counseling	1935	001 005 518 10 41 00	HR-Professional Services	Mental Heath Counseling Services	60625	\$1,000.00
Trueheart Family Counseling	1935	001 008 521 20 41 02	LE-Prof Srv - Wellness Grant	Mental Heath Counseling Services	60625	\$2,000.00
					60625 Total	\$3,000.00
UPS	0000074Y42114	001 008 521 20 42 00	LE-Communication	Evidence Shipping	60626	\$35.58
					60626 Total	\$35.58
Verizon Wireless	9959891356	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	60627	\$3,090.63
					60627 Total	\$3,090.63
Washington State Patrol	I2405177	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	60628	\$357.75
					60628 Total	\$357.75
Washington State Support Registry	3252024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$843.45
					EFT Total	\$843.45

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
WR Lake Stevens LLC	01-2024 CITY	001 002 513 11 41 00	AD-Professional Services	Car Washes for Admin Vehicles	60629	\$20.00
WR Lake Stevens LLC	01-2024 CITY	001 005 518 10 41 00	HR-Professional Services	Car Washes for HR Vehicles	60629	\$20.00
WR Lake Stevens LLC	01-2024 CITY	001 007 559 30 48 00	PB-Repair & Maintenance	Car Washes for Building Vehicles	60629	\$80.00
WR Lake Stevens LLC	01-2024 CITY	001 010 576 80 41 00	PK-Professional Services	Car Washes for Parks Vehicles	60629	\$60.00
WR Lake Stevens LLC	01-2024 CITY	101 016 542 30 41 02	ST-Professional Service	Car Washes for PW Vehicles	60629	\$80.00
WR Lake Stevens LLC	01-2024 CITY	410 016 531 10 41 01	SW - Professional Services	Car Washes for PW Vehicles	60629	\$80.00
WR Lake Stevens LLC	02-2024 CITY	001 002 513 11 41 00	AD-Professional Services	Car Washes for Admin Vehicles	60629	\$20.00
WR Lake Stevens LLC	02-2024 CITY	001 005 518 10 41 00	HR-Professional Services	Car Washes for HR Vehicles	60629	\$20.00
WR Lake Stevens LLC	02-2024 CITY	001 007 559 30 48 00	PB-Repair & Maintenance	Car Washes for Building Vehicles	60629	\$80.00
WR Lake Stevens LLC	02-2024 CITY	001 010 576 80 41 00	PK-Professional Services	Car Washes for Parks Vehicles	60629	\$60.00
WR Lake Stevens LLC	02-2024 CITY	101 016 542 30 41 02	ST-Professional Service	Car Washes for PW Vehicles	60629	\$80.00
WR Lake Stevens LLC	02-2024 CITY	410 016 531 10 41 01	SW - Professional Services	Car Washes for PW Vehicles	60629	\$80.00
WR Lake Stevens LLC	03-2024 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles 03-2024	60629	\$640.00
					60629 Total	\$1,320.00
Zachor Stock & Krepps Inc PS	24-LKS-0003	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services	60630	\$14,865.76
					60630 Total	\$14,865.76
Zoom Video Communications Inc	INV249181140	001 013 518 20 41 00	GG-Professional Service	Webinar 500	60631	\$36.21
					60631 Total	\$36.21

CITY COUNCIL STAFF REPORT



Agenda Date: 4/9/2024

Subject: 2024 Budget Amendment No. 1

Contact Person/Department: Barb Stevens, Finance

Budget Impact: The budget ordinance will amend the beginning and ending balances, revenues and expenditures in the funds set forth in the ordinance.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

ADOPT: Ordinance No. 1182 Amending Budget Ordinance No. 1173

SUMMARY/BACKGROUND:

Throughout the year, the City Council authorizes various purchase requests and agreements. At the time of authorization, the budget impact is presented to the Council as part of the information required in order for the Council to make an informed decision. The budget amendment follows to adjust the specific line items that will be affected by purchase or contract award.

Due to revenue receipts and expenditure costs outside the expected values during the 2024 budget process, the 2023 ending fund balances are different from what was adopted in the 2024 budget as beginning balances. The amendments made to beginning fund balances reflect the actual 2023 ending fund balances.

In addition to the beginning balances, amendments are being proposed to revenue and expenditure line items throughout the funds. Proposed amendments are based on changes in estimates (based on prior year actuals and current year actuals to date), prior year budgeted items not completed during the year (need reauthorization), new requests, or other obligations.

NO CHANGES HAVE BEEN MADE SINCE PRESENTED TO THE CITY COUNCIL ON APRIL 2ND

Summary of Ordinance 1182 - Amendment #1 to the 2024 Budget - CITYWIDE

Budget Action	Budgeted Beginning Balance	Budgeted Resources	Budgeted Expenditures	Budgeted Ending Balance
2024 Original Budget - 1173	\$55,500,213	\$45,059,504	\$55,341,075	\$45,218,642
Budget Amendment #1 - 1182	\$ 11,813,358	\$23,220,722	\$39,972,526	(\$4,938,446)
Totals	\$67,313,571	\$68,280,226	\$95,313,601	\$40,280,196

Summary of Ordinance 1182 – Amendment #1 to 2024 Budget by FUND

Fund #	Fund Name	Change in Beginning Balance	Change in Resources	Change in Expenditures	Change in Ending Balance
001	General	\$2,222,527	\$669,010	\$2,402,397	\$489,140
101	Street	\$278,456	\$10,000	\$300,429	(\$11,973)
111	Drug Seizure & Forfeiture	\$29,532	\$0	\$0	\$29,532
120	Transportation Benefit Fund	\$30,022	\$0	\$0	\$30,022
216	2024A LTGO Bond - City Campus	\$0	\$573,548	\$418,549	\$154,999
301	Cap. Proj.-Dev. Contrib.	\$114,014	(\$1,959,620)	\$1,679,634	(\$3,525,240)
302	Park Mitigation	(\$53,643)	\$2,690,589	\$2,706,589	(\$69,643)
303	Cap. Imp.-REET	\$118,670	\$0	\$458,743	(\$340,073)
304	Cap. Improvements	\$1,176,202	\$3,219,409	\$4,839,620	(\$444,009)
305	Downtown Redevelopment	\$1,329	\$0	\$0	\$1,329
306	Facility Capital Project	\$12,160	\$14,601,283	\$14,613,443	\$0
307	Infrastructure Capital Project	\$6,980,680	\$3,363,875	\$10,344,555	\$0
309	Sidewalk Capital Project	(\$167,682)	\$0	\$330,000	(\$497,682)
401	Sewer	\$40,140	\$0	\$41,454	(\$1,314)
410	Storm and Surface Water	\$122,626	(\$3,697)	\$217,335	(\$98,406)
411	Storm Water Capital	\$137,367	\$0	\$964,400	(\$827,033)
501	Unemployment	(\$1,888)	\$0	\$0	(\$1,888)
510	Equipment Fund - Computers	\$133,198	\$0	\$104,049	\$29,149
515	Equipment Fund - Vehicles	\$342	\$0	\$0	\$342
520	Equipment Fund-Police	\$340,020	\$0	\$308,217	\$31,803
530	Equipment Fund-PW	\$296,165	\$16,325	\$200,000	\$112,490
633	Treasurer's Trust	\$3,121	\$40,000	\$43,112	\$9
	Total	\$11,813,358	\$23,220,722	\$39,972,526	(\$4,938,446)

Staffing

As previously authorized by the City Council, a Police Records Specialist position has been added to the amended 2024 Organizational Chart. The cost of this position will be partially offset by a grant intended to assist with body worn camera public records requests.

APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, changes in the adopted budget must be brought before the City Council.

ATTACHMENTS:

1. Ordinance 1182 - 2024 Budget Amendment No. 1
2. 2024 Budget Amendment No. 1 - Line-Item Detail
3. 2024 City Organizational Chart - BA1

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 1182**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2024 BUDGET AS SET FORTH IN ORDINANCE NO. 1173 CONCERNING FUND BALANCES, REVENUES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2024; PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens adopted the 2024 budget pursuant to Ordinance No. 1173; and

WHEREAS, the City of Lake Stevens will receipt revenues and incur expenditures in categories and amounts other than anticipated in the adopted 2024 budget; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DO ORDAIN AS FOLLOWS:

SECTION 1. The 2024 budget, as adopted in Ordinance No. 1173, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Beginning Fund Balance	\$22,736,409	\$24,958,936	\$2,222,527	BegBal.
001 - General	Revenues	\$21,874,218	\$22,543,228	\$669,010	Rev.
001 - General	Expenditures	\$28,226,295	\$30,628,692	\$2,402,397	Exp.
001 - General	Ending Fund Balance	\$16,384,332	\$16,873,472	\$489,140	EndBal.
101 - Street	Beginning Fund Balance	\$2,275,591	\$2,554,047	\$278,456	BegBal.
101 - Street	Revenues	\$3,418,448	\$3,428,448	\$10,000	Rev.
101 - Street	Expenditures	\$3,959,629	\$4,260,058	\$300,429	Exp.
101 - Street	Ending Fund Balance	\$1,734,410	\$1,722,437	(\$11,973)	EndBal.
111 - Drug Seizure & Forfeiture	Beginning Fund Balance	\$45,660	\$75,192	\$29,532	BegBal.
111 - Drug Seizure & Forfeiture	Ending Fund Balance	\$11,271	\$40,803	\$29,532	EndBal.
120 - Transportation Benefit	Beginning Fund Balance	\$876,872	\$906,894	\$30,022	BegBal.
120 - Transportation Benefit	Ending Fund Balance	\$930,772	\$960,794	\$30,022	EndBal.
216 - 2024A LTGO Bond - CC	Revenues	\$0	\$573,548	\$573,548	Rev.
216 - 2024A LTGO Bond - CC	Expenditures	\$0	\$418,549	\$418,549	Exp.
216 - 2024A LTGO Bond - CC	Ending Fund Balance	\$0	\$154,999	\$154,999	EndBal.
301 - Cap. Proj - Dev. Contrib.	Beginning Fund Balance	\$5,694,055	\$5,808,069	\$114,014	BegBal.
301 - Cap. Proj - Dev. Contrib.	Revenues	\$2,829,770	\$870,150	(\$1,959,620)	Rev.
301 - Cap. Proj - Dev. Contrib.	Expenditures	\$2,200,000	\$3,879,634	\$1,679,634	Exp.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$6,323,825	\$2,798,585	(\$3,525,240)	EndBal.
302 - Park Mitigation	Beginning Fund Balance	\$2,330,527	\$2,276,884	(\$53,643)	BegBal.
302 - Park Mitigation	Revenues	\$2,059,352	\$4,749,941	\$2,690,589	Rev.
302 - Park Mitigation	Expenditures	\$3,364,440	\$6,071,029	\$2,706,589	Exp.
302 - Park Mitigation	Ending Fund Balance	\$1,025,439	\$955,796	(\$69,643)	EndBal.
303 - Cap. Imp. - REET I	Beginning Fund Balance	\$7,540,389	\$7,659,059	\$118,670	BegBal.
303 - Cap. Imp. - REET I	Expenditures	\$792,490	\$1,251,233	\$458,743	Exp.
303 - Cap. Imp. - REET I	Ending Fund Balance	\$7,772,899	\$7,432,826	(\$340,073)	EndBal.
304 - Cap. Imp. - REET II	Beginning Fund Balance	\$5,303,394	\$6,479,596	\$1,176,202	BegBal.
304 - Cap. Imp. - REET II	Revenues	\$1,115,000	\$4,334,409	\$3,219,409	Rev.
304 - Cap. Imp. - REET II	Expenditures	\$2,706,542	\$7,546,162	\$4,839,620	Exp.

304 - Cap. Imp. - REET II	Ending Fund Balance	\$3,711,852	\$3,267,843	(\$444,009)	EndBal.
305 - Downtown Redevelopment	Beginning Fund Balance	\$525,350	\$526,679	\$1,329	BegBal.
305 - Downtown Redevelopment	Ending Fund Balance	\$0	\$1,329	\$1,329	EndBal.
306 - Facility Capital Project	Beginning Fund Balance	\$0	\$12,160	\$12,160	BegBal.
306 - Facility Capital Project	Revenues	\$0	\$14,601,283	\$14,601,283	Rev.
306 - Facility Capital Project	Expenditures	\$0	\$14,613,443	\$14,613,443	Exp.
307 - Infrastructure Capital Project	Beginning Fund Balance	\$0	\$6,980,680	\$6,980,680	BegBal.
307 - Infrastructure Capital Project	Revenues	\$0	\$3,363,875	\$3,363,875	Rev.
307 - Infrastructure Capital Project	Expenditures	\$0	\$10,344,555	\$10,344,555	Exp.
309 - Sidewalk Capital Projects	Beginning Fund Balance	\$754,530	\$586,848	(\$167,682)	BegBal.
309 - Sidewalk Capital Projects	Expenditures	\$100,000	\$430,000	\$330,000	Exp.
309 - Sidewalk Capital Projects	Ending Fund Balance	\$674,530	\$176,848	(\$497,682)	EndBal.
401 - Sewer	Beginning Fund Balance	\$38,555	\$78,695	\$40,140	BegBal.
401 - Sewer	Expenditures	\$794,785	\$836,239	\$41,454	Exp.
401 - Sewer	Ending Fund Balance	\$54,055	\$52,741	(\$1,314)	EndBal.
410 - Storm & Surface Water	Beginning Fund Balance	\$1,952,663	\$2,075,289	\$122,626	BegBal.
410 - Storm & Surface Water	Revenues	\$5,270,760	\$5,267,063	(\$3,697)	Rev.
410 - Storm & Surface Water	Expenditures	\$6,028,250	\$6,245,585	\$217,335	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$1,195,173	\$1,096,767	(\$98,406)	EndBal.
411 - Storm Water Capital	Beginning Fund Balance	\$4,250,650	\$4,388,017	\$137,367	BegBal.
411 - Storm Water Capital	Expenditures	\$1,478,975	\$2,443,375	\$964,400	Exp.
411 - Storm Water Capital	Ending Fund Balance	\$4,585,650	\$3,758,617	(\$827,033)	EndBal.
501 - Unemployment Fund	Beginning Fund Balance	\$41,297	\$39,409	(\$1,888)	BegBal.
501 - Unemployment Fund	Ending Fund Balance	\$27,297	\$25,409	(\$1,888)	EndBal.
510 - Equip Fund - Computer	Beginning Fund Balance	\$188,251	\$321,449	\$133,198	BegBal.
510 - Equip Fund - Computer	Expenditures	\$607,052	\$711,101	\$104,049	Exp.
510 - Equip Fund - Computer	Ending Fund Balance	\$83,978	\$113,127	\$29,149	EndBal.
515 - Equip Fund - Vehicles CD	Beginning Fund Balance	\$95,436	\$95,778	\$342	BegBal.
515 - Equip Fund - Vehicles CD	Ending Fund Balance	\$118,436	\$118,778	\$342	EndBal.
520 - Equip Fund - Police	Beginning Fund Balance	\$426,117	\$766,137	\$340,020	BegBal.
520 - Equip Fund - Police	Expenditures	\$335,500	\$643,717	\$308,217	Exp.
520 - Equip Fund - Police	Ending Fund Balance	\$445,151	\$476,954	\$31,803	EndBal.
530 - Equip Fund - PW	Beginning Fund Balance	\$424,467	\$720,632	\$296,165	BegBal.
530 - Equip Fund - PW	Revenues	\$330,000	\$346,325	\$16,325	Rev.
530 - Equip Fund - PW	Expenditures	\$642,045	\$842,045	\$200,000	Exp.
530 - Equip Fund - PW	Ending Fund Balance	\$112,422	\$224,912	\$112,490	EndBal.
633 - Treasurer's Trust	Beginning Fund Balance	\$0	\$3,121	\$3,121	BegBal.
633 - Treasurer's Trust	Revenues	\$395,900	\$435,900	\$40,000	Rev.
633 - Treasurer's Trust	Expenditures	\$395,900	\$439,012	\$43,112	Exp.
633 - Treasurer's Trust	Ending Fund Balance	\$0	\$9	\$9	EndBal.

SECTION 2. Except as set forth above, all other provisions of Ordinance 1173 shall remain in full force, unchanged.

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 9th day of April, 2024.

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

Brett Gailey, Mayor

Presented: April 2, 2024
Final Reading: April 9, 2024

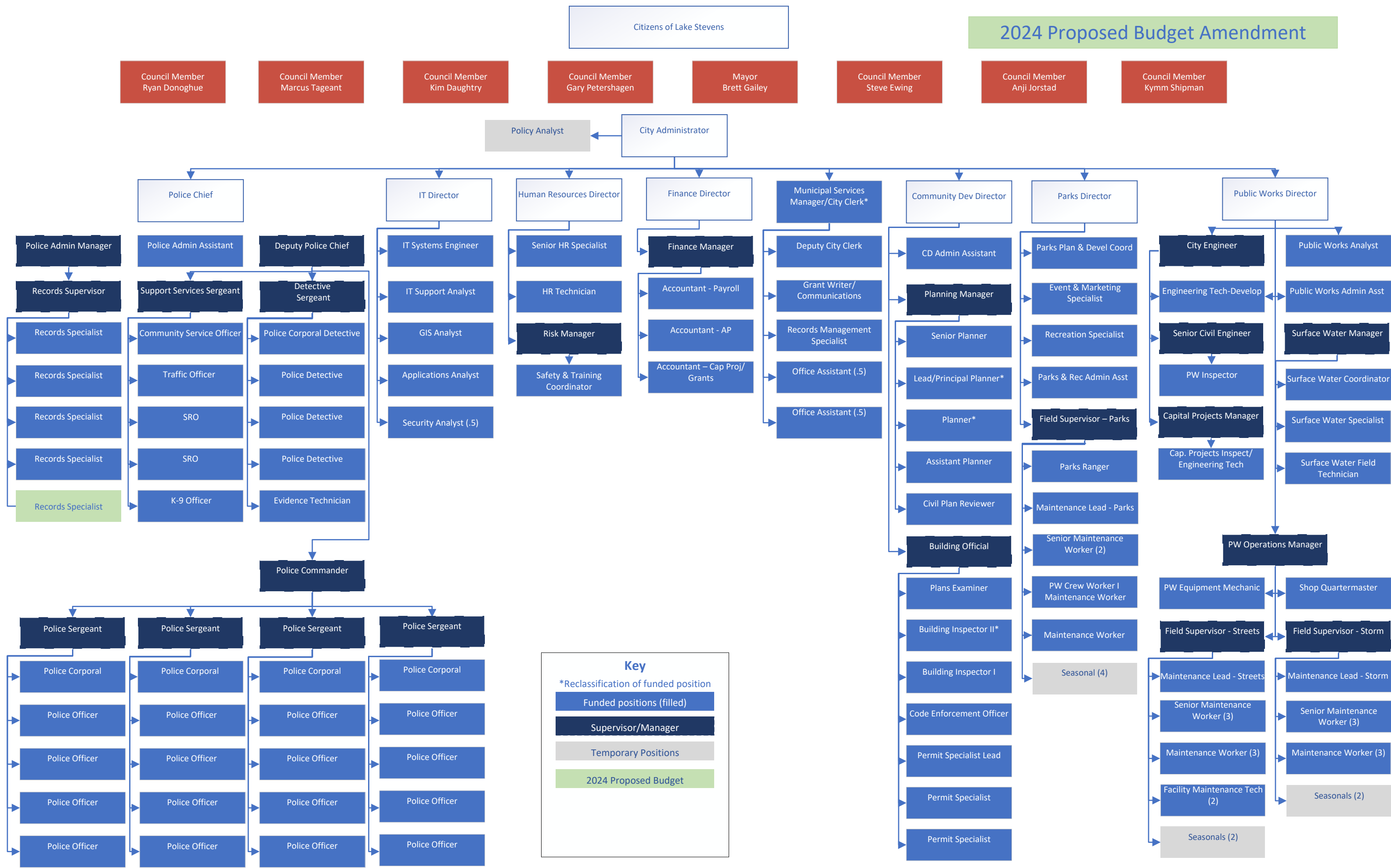
Published:
Effective:

Project	Fund	Fund #	Revenue/Expenditure Account	Type	Budgeted	Total Amended	New Budget	Notes	N
Operations	General	001	GF - Private Grant (WCIA)	Rev	\$0	\$9,182	\$9,182	WCIA Training Reimbursement Amount	Adj
Operations	PW Equip	530	Surplus PW Capital Equipment	Rev	\$0	\$16,325	\$16,325	Revenues from Surplus Vehicles	Adj
Grant	General	001	DHS Fed Ind 97.012 Boat Safety	Rev	\$0	\$12,148	\$12,148	2024 Boat Safety Grant Funds	Adj
Transfers	PR	004	Interfund Transfer Out	Exp	\$55,462	(\$28,462)	\$27,000	Decrease - Transfer made prior year	Adj
Operations	General	001	Legislative - Voter Reg Fees	Exp	\$50,000	\$5,742	\$55,742	Increased Cost - Voters/Fees	Adj
Operations	General	001	HR-City Training Program	Exp	\$10,000	\$9,182	\$19,182	WCIA Training Reimbursement Amount	Adj
Operations	General	001	LE - Professional Services - Fixed	Exp	\$123,300	\$20,000	\$143,300	Flock Safety - Council Approved	Adj
Operations	General	001	City Attorney	Exp	\$300,000	\$80,000	\$380,000	Increased Costs - Rates & Service Usage	Adj
Operations	General	001	Public Defender	Exp	\$139,050	\$40,800	\$179,850	Increased Costs - Rates	Adj
Operations	General	001	CS- The Mill- Utilities	Exp	\$21,679	\$15,000	\$36,679	Increased Costs - Rates & Usage	Adj
Operations	Street	101	ST - Prof Service - Trees	Exp	\$0	\$50,000	\$50,000	Separate ST/SWM from Parks	Adj
Operations	SWM	410	SW- Prof Service - Trees	Exp	\$0	\$50,000	\$50,000	Separate ST/SWM from Parks	Adj
Operations	IT Cap	510	LR - WaveBroadband Fiber Lease	Exp	\$0	\$7,620	\$7,620	Increase - Budgeted in Error	Adj
Operations	Comp Cap	510	LR - Springbrook	Exp	\$22,000	\$200	\$22,200	Increase Costs - Rate	Adj
Operations	General	001	FI-Professional Service	Exp	\$65,000	\$5,200	\$70,200	RF - Springbrook ESS/Timesheets	RF
Operations	General	001	IT - Professional Services	Exp	\$30,000	\$16,355	\$46,355	RF - Sharepoint, VueWorks	RF
Operations	General	001	LE-Donation Exp - Other	Exp	\$0	\$12,170	\$12,170	RF - Remaining as Placeholder	RF
Operations	General	001	LE-Equipment - New Officers	Exp	\$0	\$65,555	\$65,555	RF - Remaining as Placeholder	RF
Operations	General	001	CS- Grimm House - Operating	Exp	\$0	\$5,000	\$5,000	RF - Remaining as Placeholder	RF
Operations	General	001	CS-Grimm House - Services	Exp	\$0	\$5,000	\$5,000	RF - Remaining as Placeholder	RF
Operations	Street	101	ST-Traffic Control -Utility	Exp	\$5,650	\$15,000	\$20,650	RF - Remaining as Placeholder	RF
Operations	Trust	633	Seizure & Forfeit - State REV	Exp	\$7,000	\$3,087	\$10,087	RF - PY Receipt for Payment	RF
Capital	Comp Cap	510	Computer Capital	Exp	\$98,500	\$96,229	\$194,729	RF - Primary Datacenter Hardware	RF
Capital	General	001	LE-Capital Outlay - Facilities	Exp	\$0	\$34,286	\$34,286	RF - Placeholder for PD Building Repairs	RF
Capital	REET1	303	R1 - Security Cameras	Exp	\$100,000	\$40,195	\$140,195	RF - Placeholder for Citywide Program	RF
Capital	REET2	304	Project Salaries	Exp	\$30,000	\$20,000	\$50,000	Capital Project Placeholder - State L&I Requirement on PW Projects	RF
Capital	REET2	304	Project Benefits	Exp	\$9,600	\$8,000	\$17,600	Capital Project Placeholder - State L&I Requirement on PW Projects	RF
Storm Fees	SWM	410	Storm Drainage Charges	Rev	\$5,091,378	(\$3,697)	\$5,087,681	Storm Water Fees (Required for all parcels, including City owned)	Adj
Storm Fees	General	001	GG-Storm Drainage	Exp	\$33,860	(\$5,331)	\$28,529	Update Fees for City Owned Parcels	Adj
Storm Fees	General	001	CS- Library Storm Drainage	Exp	\$2,300	(\$38)	\$2,262	Update Fees for City Owned Parcels	Adj
Storm Fees	General	001	CS- Museum - Utilities	Exp	\$8,387	\$554	\$8,941	Update Fees for City Owned Parcels	Adj
Storm Fees	General	001	PK-Storm Drainage	Exp	\$40,000	\$6,415	\$46,415	Update Fees for City Owned Parcels	Adj
Storm Fees	Street	101	ST-Storm Drainage	Exp	\$11,100	(\$2,550)	\$8,550	Update Fees for City Owned Parcels	Adj
Storm Fees	SWM	410	SW - Drainage	Exp	\$10,500	(\$2,745)	\$7,755	Update Fees for City Owned Parcels	Adj
Opioid	General	001	Opioid Settlements	Rev	\$25,000	\$139,000	\$164,000	Opioid Settlement Funds	Adj
Opioid	General	001	LE - Supply- Opioid Settlement	Exp	\$10,000	\$15,000	\$25,000	Opioid Settlement Funds - Placeholder	Adj
Comp Plan	General	001	State Commerce - Grants	Rev	\$0	\$52,500	\$52,500	RF - Remaining Grant Funds for Comprehensive Plan Update	RF
Comp Plan	Street	101	Commerce Grants - State	Rev	\$0	\$10,000	\$10,000	RF - Remaining Grant Funds for Comprehensive Plan Update	RF
Comp Plan	Street	101	ST - Prof Services - Comp Plan	Exp		\$47,534	\$47,534	RF - Remaining Budget for Comprehensive Plan Update	RF
OPD	Trust	633	OPD Grant Exp - Arlington	Exp	\$10,800	\$25	\$10,825	RF - Remaining Grant Funds for Public Defencer Social Services	RF
OPD	General	001	Social Worker Program (Grant)	Exp	\$12,720	\$17	\$12,737	RF - Remaining Grant Funds for Public Defencer Social Services	RF
CJTC	General	001	LE - CJTC Grant	Rev	\$0	\$140,220	\$140,220	RF - Remaining Wellness & BWC Public Records Grants	RF
CJTC	General	001	LE-Prof Srv - WellNess Grant	Exp	\$0	\$31,200	\$31,200	RF - Remaining Budget for Wellness Grant	RF
CJTC	General	001	LE - Use of Force - Grant Exp	Exp	\$0	\$15,670	\$15,670	RF - Remaining Budget for Use of Force Grant	RF

Project	Fund	Fund #	Revenue/Expenditure Account	Type	Budgeted	Total Amended	New Budget	Notes	N
Insurance	General	001	Insurance Recovery	Rev	\$0	\$2,460	\$2,460	WCIA Insurance Recovery for Damaged Vehicle	Adj
Insurance	General	001	LE - Repair & Maint - Equipment	Exp	\$80,000	\$2,460	\$82,460	Increase Budget for Insured Vehicle Repair	Adj
Retainage	Park Mit	302	PW Retainage	Rev	\$10,000	\$190,000	\$200,000	Capital Project Placeholder - State L&I Requirement on PW Projects	Adj
Retainage	Park Mit	302	Retainage Release	Exp	\$0	\$206,000	\$206,000	Capital Project Placeholder - State L&I Requirement on PW Projects	Adj
Equipment	PW Capital	530	Purchase Of Capital Equipment	Exp	\$172,463	\$200,000	\$372,463	RF - Equipment Budget - Items Remain to be Purchased/Invoiced	RF
Equipment	LE Capital	520	Vehicles - Capital Equip	Exp	\$303,000	\$298,707	\$601,707	RF - Equipment Budget - Items Remain to be Purchased/Invoiced	RF
Equipment	LE Capital	520	Taser - Capital Equip	Exp	\$18,000	\$5,638	\$23,638	RF - Equipment Budget - Items Remain to be Purchased/Invoiced	RF
Equipment	LE Capital	520	Firearm - Capital Equip	Exp	\$14,500	\$3,871	\$18,371	RF - Equipment Budget - Items Remain to be Purchased/Invoiced	RF
Liability Ins	General	001	FI-Insurance	Exp	\$102	(\$4)	\$98	WCIA Rates - Actual Rate & Coverages	Adj
Liability Ins	General	001	LE-Insurance	Exp	\$260,000	\$4,620	\$264,620	WCIA Rates - Actual Rate & Coverages	Adj
Liability Ins	General	001	PK-Insurance	Exp	\$150,000	\$3,973	\$153,973	WCIA Rates - Actual Rate & Coverages	Adj
Liability Ins	General	001	GG-Insurance	Exp	\$250,000	(\$6,255)	\$243,745	WCIA Rates - Actual Rate & Coverages	Adj
Liability Ins	Street	101	ST-Insurance	Exp	\$210,000	(\$4,170)	\$205,830	WCIA Rates - Actual Rate & Coverages	Adj
Liability Ins	SWM	410	SW-Insurance	Exp	\$250,000	(\$7,676)	\$242,324	WCIA Rates - Actual Rate & Coverages	Adj
L&I Insurance	General	001	Legislative - Workers Comp	Exp	\$270	\$59	\$329	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	General	001	Executive - Workers Comp	Exp	\$400	\$85	\$485	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	General	001	AD-Workers Comp	Exp	\$315	\$76	\$391	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	General	001	CC-Workers Comp	Exp	\$1,200	\$233	\$1,433	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	General	001	FI-Workers Comp	Exp	\$1,200	\$278	\$1,478	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	General	001	HR-Workers Comp	Exp	\$1,200	\$251	\$1,451	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	General	001	IT-Workers Comp	Exp	\$1,020	\$240	\$1,260	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	General	001	PL-Workers Comp	Exp	\$5,360	\$1,479	\$6,839	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	General	001	PB-Workers Comp	Exp	\$15,700	\$5,110	\$20,810	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	General	001	LE-Workers Comp	Exp	\$163,610	\$78,726	\$242,336	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	General	001	PK-Workers Comp	Exp	\$35,780	\$11,667	\$47,447	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	General	001	GG-Workers Comp	Exp	\$9,710	\$3,163	\$12,873	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	Street	101	ST-Workers Comp	Exp	\$27,570	\$8,896	\$36,466	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
L&I Insurance	SWM	410	SW-Workers Comp	Exp	\$41,900	\$13,546	\$55,446	L&I Rate Increase - 4.9% Inc + Claims Experience	Adj
Teamsters	General	001	PK-Salaries	Exp	\$1,310,530	\$43,060	\$1,353,590	Increased Costs - Teamsters Collective Bargaining - Retro Pay 2023	Adj
Teamsters	General	001	GG-Salaries Regular	Exp	\$358,800	\$19,910	\$378,710	Increased Costs - Teamsters Collective Bargaining - Retro Pay 2023	Adj
Teamsters	Street	101	ST-Salaries	Exp	\$1,425,880	\$48,410	\$1,474,290	Increased Costs - Teamsters Collective Bargaining - Retro Pay 2023	Adj
Teamsters	SWM	410	SW-Salaries	Exp	\$1,904,820	\$67,210	\$1,972,030	Increased Costs - Teamsters Collective Bargaining - Retro Pay 2023	Adj
Teamsters	General	001	PK-Salaries	Exp	\$1,353,590	\$52,000	\$1,405,590	Increased Costs - Teamsters Collective Bargaining - 2024	Adj
Teamsters	General	001	GG-Salaries Regular	Exp	\$378,710	\$30,000	\$408,710	Increased Costs - Teamsters Collective Bargaining - 2024	Adj
Teamsters	Street	101	ST-Salaries	Exp	\$1,474,290	\$55,000	\$1,529,290	Increased Costs - Teamsters Collective Bargaining - 2024	Adj
Teamsters	SWM	410	SW-Salaries	Exp	\$1,972,030	\$97,000	\$2,069,030	Increased Costs - Teamsters Collective Bargaining - 2024	Adj

Project	Fund	Fund #	Revenue/Expenditure Account	Type	Budgeted	Total Amended	New Budget	Notes	N
20th/Main	REET2	304	R2 - 20th & Main Street	Exp	\$0	\$200,000	\$200,000	Reallocate Budget REET2 Capital Project Fund	Adj
131st	Traffic Mit	301	Fee In Lieu of - Sidewalks	Exp	\$0	\$100,000	\$100,000	Updated Project Costs - 131st Sewer Infrastructure	Adj
TBP04 - 117th	Traffic Mit	301	Fee In Lieu of - Sidewalks	Exp	\$0	\$133,000	\$133,000	Update & Increase Project Funds - TBP04 - 117th	Adj
ADA	Sidewalk	309	ADA Crosswalk Improvements	Exp	\$0	\$150,000	\$150,000	RF - Remaining Project Budget - Outstanding Invoices	RF
79th	REET2	304	79th Ave SE Access Road	Exp	\$0	\$50,000	\$50,000	RF - Remaining Budget as Placeholder	RF
Frontier	Park Mit	302	Frontier Heights SnoCo Grant	Rev	\$0	\$45,000	\$45,000	County Grant for Frontier Heights Park - Reauthorize	RF
Frontier	Park Mit	302	Frontier Heights	Exp	\$1,663,440	\$45,000	\$1,708,440	County Grant for Frontier Heights Park - Reauthorize	RF
Frontier	PR	004	PR - Frontier Heights Park P2	Exp	\$84,560	\$18,784	\$103,344	RF - Remaining Budget - Project Not Complete	RF
Frontier	REET2	304	Frontier Heights Pk Redevelop	Exp	\$0	\$502,000	\$502,000	Increase Costs - Updated Project Estimates	Adj
Cedarwood	Park Mit	302	Commerce - Cedarwood	Rev	\$0	\$2,455,589	\$2,455,589	Increase Grant Revenues for Capital Project	Adj
Cedarwood	Park Mit	302	PM - Cedarwood Park	Exp	\$500,000	\$2,455,589	\$2,955,589	Increase Project Budget for Grant Revenues	Adj
Bayview	PR	004	PR - LS Bayview Connector	Exp	\$450,000	\$11,301	\$461,301	RF - Remaining Budget - Project Not Complete	RF
Bayview	REET2	304	R2 - LS Bayview Connector	Exp	\$0	\$500,000	\$500,000	Increase Project Funds - Updated Project Estimates	Adj
Civic Campus	Trust	633	Leasehold Excise Tax	Rev	\$14,000	\$40,000	\$54,000	Increased Revenues - New Commercial Leases	Adj
Civic Campus	Trust	633	Leasehold Excise Tax	Exp	\$14,000	\$40,000	\$54,000	Increased Costs - New Commercial Buildings	Adj
Civic Campus	GFComm	005	Property Leases	Rev	\$80,000	\$313,500	\$393,500	Increased Revenues - New Commercial Leases	Adj
Civic Campus	GFComm	005	Rental Property Utilities	Exp	\$14,735	\$38,366	\$53,101	Increased Costs - New Commercial Buildings	Adj
Civic Campus	GFComm	005	Rental Property R&M	Exp	\$60,000	\$40,000	\$100,000	Increased Costs - New Commercial Buildings	Adj
Civic Campus	GFComm	005	Rental Property Capital	Exp	\$0	\$40,000	\$40,000	Increased Costs - New Commercial Buildings	Adj
Civic Campus	GFComm	005	Transfer out for Debt Service	Exp	\$0	\$150,000	\$150,000	Interfund Transfer to Debt Service Fund	Adj
CC Bond	2024A	216	Investment Interest	Rev	\$0	\$5,000	\$5,000	New Debt Service Fund - Estimated Interest Earnings	Adj
CC Bond	2024A	216	Interfund Transfer In	Rev	\$0	\$568,548	\$568,548	New Debt Service Payment Transfers	Adj
CC Bond	2024A	216	2024A LTGO Principal Pmt	Exp	\$0	\$105,000	\$105,000	New Debt Service Fund	Adj
CC Bond	2024A	216	2024A LTGO Interest Pmt	Exp	\$0	\$313,149	\$313,149	New Debt Service Fund	Adj
CC Bond	2024A	216	2024A LTGO Bond Fees	Exp	\$0	\$400	\$400	New Debt Service Fund	Adj
CC Bond	REET1	303	Transfer Out to 2024A Bond Fund	Exp	\$0	\$418,548	\$418,548	New Debt Service Payment Transfers	Adj
CC Bond	Facility Cap	306	Investment Interest	Rev	\$0	\$70,000	\$70,000	Estimated Interest Earnings	Adj
CC Bond	Facility Cap	306	Property Sale	Rev	\$0	\$3,000,000	\$3,000,000	RF - Estimated Revenues from Property Sale	RF
Museum	Facility Cap	306	Heritage Museum Grant	Rev	\$0	\$764,000	\$764,000	RF - Heritage Grant for Museum	RF
Museum	Facility Cap	306	Transfer In	Rev	\$0	\$530,000	\$530,000	Transfer Funds from Property Sale for Museum to Project Fund	RF
CC Bond	Facility Cap	306	2024A - LTGO Bond Proceeds	Rev	\$0	\$9,610,000	\$9,610,000	Civic Campus Bond Issuance	Adj
CC Bond	Facility Cap	306	2024A - LTGO Bond Premium	Rev	\$0	\$527,283	\$527,283	Civic Campus Bond Issuance	Adj
CC Bond	Facility Cap	306	2024A - LTGO Bond Issuance Fees	Exp	\$0	\$135,792	\$135,792	Civic Campus Bond Issuance	Adj
Civic Campus	Facility Cap	306	FC - Gen Gov't Capital Outlays	Exp	\$0	\$11,776,192	\$11,776,192	Civic Campus Capital Project Budget	Adj
Civic Campus	Facility Cap	306	Culture/Rec Facility Capital	Exp	\$0	\$2,519,300	\$2,519,300	Museum Capital Project Budget	Adj
Civic Campus	Facility Cap	306	Facility CP Salaries	Exp	\$0	\$50,000	\$50,000	Account for Project Related Salaries for City Staff	Adj
Civic Campus	Facility Cap	306	Facility CP Benefits	Exp	\$0	\$20,000	\$20,000	Account for Project Related Benefits for City Staff	Adj
Civic Campus	Facility Cap	306	Retainage	Rev	\$0	\$100,000	\$100,000	Capital Project Placeholder - State L&I Requirement on PW Projects	Adj
Civic Campus	Facility Cap	306	Retainage Release	Exp	\$0	\$100,000	\$100,000	Capital Project Placeholder - State L&I Requirement on PW Projects	Adj
PW Shop	General	001	GG - Capital Outlays	Exp	\$0	\$3,500	\$3,500	RF - Remaining Budget for PW Shop Work Project	RF
PW Shop	Street	101	ST-Capital Expenditures	Exp	\$0	\$82,309	\$82,309	RF - Remaining Budget for PW Shop Work Project	RF
Machias LS	REET2	304	CERB Grant	Rev	\$0	\$50,000	\$50,000	RF - CERB Grant for Machias Sewer Infrastructure	RF
Machias LS	REET2	304	Transfer In	Rev	\$0	\$12,159	\$12,159	RF - Local Match Funds - Machias Sewer Infrastructure	RF
Machias LS	Facility Cap	306	Transfer Out	Exp	\$0	\$12,159	\$12,159	RF - Local Match Funds - Machias Sewer Infrastructure	RF

Project	Fund	Fund #	Revenue/Expenditure Account	Type	Budgeted	Total Amended	New Budget	Notes	N
TBP02 - 91st	Traffic Mit	301	TZ2- TBP02 - 91st Av SE Sidwtk	Exp	\$500,000	\$100,000	\$600,000	Update & Increase Project Funds - TBP02 - 91st Ave	Adj
TBP02 - 91st	Sidewalk	309	SW-TBP02	Exp	\$0	\$180,000	\$180,000	Update & Increase Project Funds - TBP02 - 91st Ave	Adj
24th/91st	Infrastructure	307	Investment Interest	Rev	\$0	\$2,130	\$2,130	Account for Estimated Investment Interest	Adj
24th/91st	Infrastructure	307	TIB - Grant 17005	Rev	\$0	\$561,745	\$561,745	RF - Remaining TIB Grant Reveues for Project	RF
24th/91st	Infrastructure	307	Traffic Impact - Credit Receipt	Rev	\$0	\$2,800,000	\$2,800,000	RF - Traffic Impact Fee Credit Accounting	RF
24th/91st	Traffic Mit	301	TZ3-17005- 24th St & 91st Ext	Exp	\$343,000	\$1,346,634	\$1,689,634	RF - Remaining Budget - Increase Budget for RAB & Project Costs	Adj
24th/91st	PR	004	PR - 17705 91st/24th	Exp	\$0	\$1,500,000	\$1,500,000	RF - Remaining Project Budget	RF
24th/91st	Infrastructure	307	Project Construction Account	Exp	\$0	\$10,344,555	\$10,344,555	RF - Remaining Budget - Increase Budget for RAB & Project Costs	Adj
24th/91st	SWC	411	SWC - Capital Purchases	Exp	\$559,575	\$964,400	\$1,523,975	RF - Placeholder for Drainage/Wet Land Buyback - Reallocate Costs	Adj
24th/91st	Sewer	401	SE - Capital Outlays	Exp	\$0	\$41,454	\$41,454	Increase Project Budget for Sewer Related Latecomers Revenue	Adj
Main	Traffic Mit	301	FHWA/PSRC Main Street Grant	Rev	\$1,959,620	(\$1,959,620)	\$0	Transfer Grant Revenues to REET2 Capital Project Fund	Adj
Main	REET2	304	FHWA/PSRC Main Street Grant	Rev	\$0	\$3,157,250	\$3,157,250	Transfer & Increase Grant Revenues to REET2 Capital Project Fund	Adj
Main	REET2	304	R2 - Main Street	Exp	\$40,380	\$3,559,620	\$3,600,000	Increase for Grant Revenues & Updated Project Costs	Adj



CITY COUNCIL STAFF REPORT



Agenda Date: 4/9/2024

Subject: Stormwater CCTV Contract

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: 349,654.90

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Motion to authorize the mayor to sign a small works contract for the amount of \$349,654.90 for closed-circuit television services to inspect the city's stormwater system.

SUMMARY/BACKGROUND:

Contract Details

The city solicited bids through the Municipal Research Service Center roster to perform closed-circuit television (CCTV) inspections, condition ratings and cleaning of approximately 14 miles of the city's approximately 100 miles of stormwater pipes. The 2024 adopted budget includes \$300,000 for this project. The lowest bid received by the city was \$349,654.90 from Aqualis, LLC. Staff performed reference checks and verified the contractor is not debarred from working on public contracts. A budget amendment for the total cost of the attached contract is included as an action item on this meeting's agenda.

Background

The city's stormwater system consists of approximately 100 miles of stormwater pipes. The age of pipes varies throughout the city and the condition is not well known in almost all pipe sections. Understanding the condition of stormwater pipes enables the city to reduce the risk associated with system failures and plan for future stormwater capital improvements. The 14 miles of pipes chosen for this contract is based on pipe age and relationship to current and future capital project. For example, pipe sections in future asphalt overlay areas will be assessed to ensure they are in good condition prior

to refurbishing the roadway surface.

The CCTV project deliverables will include:

- Cleaning and debris removal of storm drain pipes, catch basins, manholes, outfalls, and similar structures
- CCTV inspections performed in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP)
- Verification of asset data including: flow direction, location, type, size, etc.
- Identification of illicit connections

The city's goal is to perform CCTV inspections of the stormwater system over the next several years until all pipes are inventoried and receive a condition rating.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 23021_Small Works Under 350K Aqualis

SMALL PUBLIC WORKS CONTRACT (Under \$350,000)

THIS SMALL PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this _____ day of 9 April, 2024, by and between the City of Lake Stevens, Washington, a Washington State municipal corporation (“City”), and **New Restoration and Recovery Services, LLC d.b.a Aqualis**, a Washington Limited Liability Company licensed to do business in Washington State (Contractor).

WHEREAS, the City desires to accomplish certain public works entitled 2024 CCTV Project (“the Project”) having an estimated cost of **\$349,654.90 or less**; and

WHEREAS, the City solicited written Bid Proposals for the Project; and

WHEREAS, whereas the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the 2024 CCTV Project (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed within 127 working days of notice to proceed or as amended.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- A. ☐ Plans and Contract Drawings.
- B. ☒ Scope of Work - 2024 CCTV Project.
- C. ☒ Proposal/Bid Submittal (attached).
- D. ☒ 2023 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- E. ☒ WSDOT Amendments to the Standard Specifications (referenced but not attached)
- F. ☒ 2023 APWA Supplement General Special Provisions (referenced but not attached).
- G. ☒ City of Lake Stevens Engineering Standards (referenced but not attached)
- H. ☒ Addenda 1 and 2
- I. ☒ Payment and Performance Bond (attached).

J. ☒ Retainage Bond (attached)

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a City of Lake Stevens Business License.
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

A. **Total Contract Sum for Project.** Excluding approved change orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$349,654.90 (Three hundred forty-nine thousand six hundred fifty-four dollars and ninety cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. **Payments shall be for Performance of Project Work.** Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. **Right to Withhold Payments if Work is Unsatisfactory.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the

Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. **Payments.** Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. **Payments for Alterations and/or Additions.** Requests for change orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. **Final Payment.** Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or
2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.

5. All claims, as provided by law, filed against the retainage have been resolved.

6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. **Final Acceptance.** Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete.

H. **Payment in the Event of Termination.** In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. **Maintenance and Inspection of Financial Records.** The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a City of Lake Stevens business license prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. **General Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and

local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. **Trench Safety Systems.** The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

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

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations,

personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. City Full Availability of Contractor Limits.

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

F. Other Insurance Provisions.

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers.

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

H. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ **Required.** Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ **Required.** Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance.

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

23. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

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

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

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this

Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the **SHANNON FARRANT** and shall be administered for the Contractor by the Contractor's Contract Representative, **LUIS PARADA** unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425.622.9400

To Contractor:

New Restoration and Recovery Services
LLC, d.b.a. Aqualis
20909 70th Ave West
Edmonds, WA 98026
Telephone: 1(206) 783-3317

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

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

32. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority.

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts and Signatures.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract. Digital, electronic, and PDF signatures will constitute an original in lieu of the “wet” signature.

35. ☐ Debarment and Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition)) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit [EXHIBIT LETTER], if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the ____ and ____ first hereinabove written.

CITY OF LAKE STEVENS

New Restoration and Recovery Services LLC,
d.b.a. Aqualis

By: _____
Brett Gailey, Mayor

By: _____

Print Name

Attest:

Kelly Chelin, City Clerk

Approved as to Form:

Greg Rubstello, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENT B: SCOPE OF WORK

SCOPE OF WORK

2024 CCTV Project

Perform 14 miles of closed-circuit television (CCTV) inspections of stormwater pipes and stormwater system cleaning in the City of Lake Stevens. Total miles of pipe can change depending on available budget.

Cleaning and debris removal of storm drain pipes, catch basins, manholes, outfalls, and similar structures using vactoring and jet rodding or other proposed methods. The intent of cleaning is to both ensure the storm drain system is free of obstructions and to allow inspection of storm drain pipes. Cleaning means and methods shall prevent the discharge of any dirty, turbid, or chlorinated water from any outfall on the storm drain network. All flow and materials collected from cleaning shall be properly decanted and offloaded at the City of Lake Stevens (City) decant facility. Only materials associated with this project shall be offloaded at the decant facility and will be handled and disposed of by city employees. Water for refilling vactor and jet rodding equipment will be provided at the decant facility. Bidders will be provided a Standard Operating Procedure (SOP) for the use of the facility.

CCTV inspections of City owned and operated Storm drain pipes will be performed in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP), to include verification of asset data including flow direction, system connections, illicit connections, location, type, size, etc. The City has its storm drain assets in Geographic Information System (GIS) that will be made available at time of contract award to the lowest responsible Bidder. This data will be made available in a compatible format that allows for easy collection of the asset information listed above. It is expected that there are some inaccuracies in this information including incorrect pipe size, missing assets, and mapping areas. The work performed under this Contract is intended to identify and correct these issues and to identify illicit connections as work progresses on the project. Correction of illicit connections will be managed by city staff.

Coding and observation results shall be recorded and presented on a per asset basis, using existing city asset identifications. Each pipe asset is defined as one continuous pipe from the upstream catch basin to the downstream catch basin.

The Consultant shall comply with all federal, state, and local regulations and all applicable OSHA confined space entry requirements. The Consultant shall perform all work in the safest possible manner. Temporary traffic control shall be performed in accordance with

ATTACHMENT B: SCOPE OF WORK

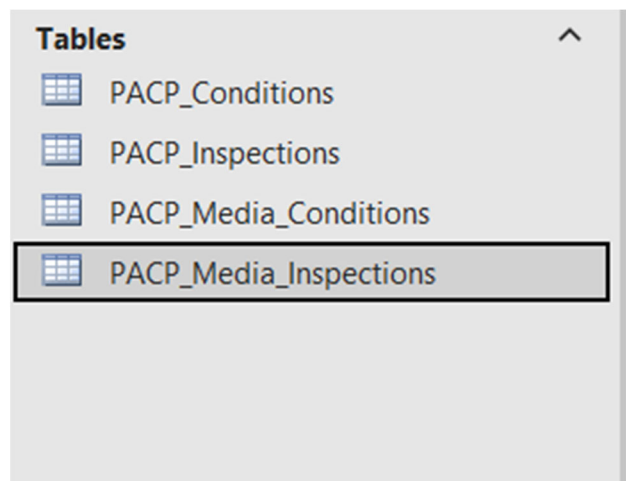
the Manual for traffic Control Devices (MUTCD), to maintain vehicle and pedestrian safety within the city Right of Way (ROW) at all times.

DELIVERABLES

1. PACP Defined Data

- **Optimal Deliverable** Using the PACP version 7.0.7 schema to deliver conditions and inspections. Each video file should also reference in meta data the asset unique ID. Expected table names and schema delivered should be PACP version 7.0.7 in an Access Data Base.

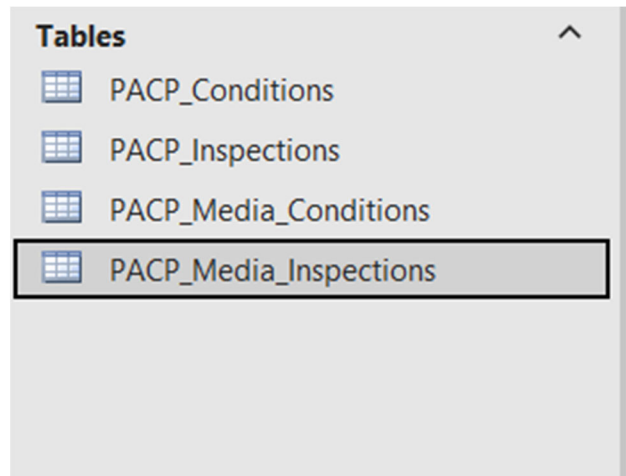
- Expected Tables:



- Vendor schema to be sent and verified before accepting proposal to ensure data hand off.
- **Less Optimal** - Using the PACP version 7.0.7 schema to deliver conditions and inspections. Filing out the Access schema to its entirety making sure to reference the assets unique ID. Expected table names and schema delivered should be PACP version 7.0.7 in an Access Data Base.

- Expected Tables:

ATTACHMENT C: SCOPE OF WORK



- Vendor schema to be sent and verified before accepting proposal to ensure data hand off.

2. Video

- Vendor will deliver video files named consistently with the PACP database
- Vendor will deliver video files on one or more external USB drives
 - The drives shall have:
 - USB type C physical connector
 - Support USB 3.1 gen 1 or greater
 - Support UASP
 - Submission of the proposed drive model should occur before purchase, data loading, and delivery
- Vendor will record video with at least 720 lines of resolution and shall have a source of illumination attached
- Vendor will deliver
 - Optimal - H.265 video in an MPEG-4 Part 14 (MP4) container
 - Less Optimal - H.264 video in an MPEG-4 Part 14 (MP4) container
- Vendor will deliver an electronic record set by means other than the external hard disks carrying the video files.
 - Each record shall be the video filename and a SHA512 hash of the entire file

3. Vendor shall provide a schedule for delivery of items in 1 and 2

ATTACHMENT C: PROPOSAL/BID SUBMITTAL

BID PROPOSAL – 2024 CCTV PROJECT (PROJECT NO. 23021)

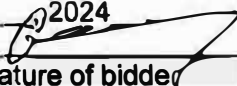
CITY OF LAKE STEVENS, WASHINGTON

Item #	Item Description	Unit	Quantity	Unit Price	Total
1	MOBILIZATION(NOT TO EXCEED 10% OF TOTAL CONTRACT COST)	LS	1	0	\$0
2	STORMWATER PIPE CLEANING AND CCTV INSPECTION	LF	73920	\$4.37	\$323,030.40
3	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$26,624.50	\$26,624.50
\$ 349,654.90					

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.

IN WITNESS hereto, the undersigned bidder:

- a) Agrees to the conditions of this bid;
- b) Certifies that this bid has not been restricted, modified or conditioned;
- c) Acknowledges receipt of addenda 1 to 2;
- d) Attests to the absence of collusion in the Non-Collusion Affidavit above and agrees to be bound by its provisions;
- e) Certifies and agrees concerning non-segregated facilities in the Non-Segregated Facilities statement above;
- f) Covenants, stipulates and agrees in accordance with the Anti-Discrimination Certification above;
- g) Declares, accepts and understands in accordance with the Bidder's Declarations and Understanding above;
- h) Agrees as to Washington State Sales Tax as above;
- i) Understands and agrees as to the completion time and liquidated damages as above, and
- j) With the full authority of the firm submitting this bid has signed below
this 26th day of March 2024

X 
Signature of bidder
Alisa Muntz

Printed Name
Sr Sales & Business Development

Title
Aqualis

Company Name

ATTACHMENT C: PROPOSAL/BID SUBMITTAL

Address at which to direct correspondence:

City Edmonds State WA Zip 98026

Phone: 206-783-3317

Fax: NA

Email: lparada@aqualisco.com

License No.: INNOV**803M1



Request for Bid (RFB) Addendum

Addendum No:1

Date of addendum: March 18, 2024

Project No: 23021

Agency: City of Lake Stevens

Title: 2024 CCTV Project

Scope of Addendum

This addendum addresses a typo that was left in the document and provides responses to questions received.

- A. Strike** pg. 36 from the document. This page was not intended to be included and was left in as a typo.
- B. Questions** received and responses by the city.
 - a. Are there maps and pipe size charts available? Do we have access per 100 or 200 feet?
 - b. Any idea of diameter breakdowns with footages?

Response: Specific pipes and inspection areas are to be determined. The City has a [Comprehensive GIS App \(arcgis.com\)](https://arcgis.com) of the stormwater system available on the city website that contractors can access to determine typical pipe sizes and lengths within the City of Lake Stevens.

This addendum does not change the bid submittal date of March 26, 2024

Additional questions regarding the RFB will be considered until March 22, 2024.

This addendum shall be attached to and made a part of the RFB and shall be acknowledged on the bidder's proposal.

City of Lake Stevens
Public Works Department

1812 Main Street | PO Box 257 | Lake Stevens, WA 98258-0257
www.lakestevenswa.gov

ATTACHMENT H: ADDENDA 1 AND 2



One Community Around the Lake

Sincerely,

Seth Waltz

Surface Water Specialist

Attachments:

none



Request for Bid (RFB) Addendum

Addendum No:2

Date of addendum: March 22, 2024

Project No: 23021

Agency: City of Lake Stevens

Title: 2024 CCTV Project

Scope of Addendum

This addendum addresses questions that have been received by the city and the corresponding responses.

Question: I wanted to see if it was possible to obtain the information or a copy of the last accepted bid on this project.

Answer: This will be the first systematic CCTV inspection that will be performed in the City of Lake Stevens

Question: I just wanted to confirm that emailed bids are not accepted for this project?

Answer: Yes, that is correct the City will need to receive a paper copy of your bid either sent in the mail or delivered in person to City hall.

Question: Can you please provide the Standard Specifications referenced in Sample Contract clauses 4, 5 h & 7 b?

Answer: The standard specifications that are referenced in the sample contract are WSDOT standards.

Question: Could you answer the following questions.

Answers are in red

ATTACHMENT H: ADDENDA 1 AND 2



One Community Around the Lake

- When was the last time a full inspection and cleaning cycle was completed for the entire city system? **This is the first systematic CCTV inspection that has been performed in the City. 100% of City owned catch basins have been cleaned in the last two years not including the pipes.**
- Is there a breakdown of the estimate that your internal team used to formulate and identify the 14 miles value to be inspected under this contract? **We worked with other municipalities to estimate what a potential price per foot may be. We then used that to estimate the amount of pipe miles that potentially could be cleaned and inspected.**
- Is there a project budget threshold that the City and bidders need to be aware of for this project? **For bid competitiveness the city is not including the project budget in the RFB**
- Are there any items that the City would like the bidders to take into consideration that may alter pricing or impact the timeline for this scope's completion? **No**
- Why is this contract being sent out to bid and the City crew is not self-performing this year? **The city does not own a tractor CCTV camera and with our limited staff the City needs to continue to meet regulatory requirements of regular maintenance to our infrastructure.**
- What have the results of previous years' inspection and cleaning program produced? **Please see above responses**
- Does the City have a historical series of areas that are considered "hotspots" due to a higher volume of reactive activity? **Typically, street sanding associated with winter storms are the main areas with consistent sediment. Street sanding is focused on main routes throughout the City.**
- Are catch basins on highway 92 at the roundabouts the Cities responsibility or DOT? **The 2024 CCTV Project will not include work on SR92.**
- What is the tolerance of days allowed from the time of cleaning to the time of CCTV inspection? **Contractor to follow NASSCO PACP specifications.**
- Who is responsible for approving traffic control? **The contractor can use standard WSDOT plans or traffic control plans provided in the city's engineering development and design standards (EDDS)**
 - o Provide fees and schedule associated with traffic control reviews? **A right of way permit will not be required and no associated fees for review.**
- Is there a minimum or maximum of lineal footage produced per week? **The city's goal is to complete 14 miles of inspections. The total miles was estimated based on the city's budget and the estimated cost per linear foot.**
- How much stormwater conveyance does the City own? **Approximately 100mi of stormwater pipes and culverts combined.**
- Is root cutting part of the standard cleaning operation under this contract or would that be a change order? **The intention of this project is focused on inspection over system cleaning. System cleaning will be to provide access to the CCTV equipment.**
- Any restrictions in nighttime work? **Daytime work is preferred. Nighttime work may be considered on a case by case basis**
- What is the yard disposal hours? **The decant facility is maintained by city employees and their schedule is from 7:30am-4pm.**

City of Lake Stevens

Public Works Department

1812 Main Street | PO Box 257 | Lake Stevens, WA 98258-0257
www.lakestevenswa.gov

ATTACHMENT H: ADDENDA 1 AND 2



One Community Around the Lake

- What are the working hours? **7am-7pm Monday-Friday.**

This addendum does not change the bid submittal date of March 26, 2024.

This addendum shall be attached to and made part of the RFB and shall be acknowledged on the bidders proposal.

Sincerely,

Seth Waltz
Surface Water Specialist

Attachments:

none

ATTACHMENT I: PAYMENT AND PERFORMANCE BOND

PERFORMANCE and PAYMENT BOND

Bond to the City of Lake Stevens

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the **City of Lake Stevens** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of _____.

Dated at _____, Washington, this ____ day of _____, 20____.

The conditions of the above obligation are such that:

WHEREAS, the City of _____ has let or is about to let to the said _____ the above bounded Principal, a certain contract, the said contract being numbered _____, and providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of _____ harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City of _____, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this ____ day of _____, 20____.

By _____

Title

Surety Address

Surety Contact and Phone Number

By _____

Title

Agent Address

Agent Contact and Phone Number

ATTACHMENT J: RETAINAGE BOND

CITY OF LAKE STEVENS CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

The City of Lake Stevens ("City") shall withhold the retained percentage for this Agreement from time-to-time as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

Contractor shall identify which of the options identified below the Contractor selects to be applied at the time the Agreement by signing and dating the Contractor signature line for OPTION A, OPTION B, or OPTION C below.

OPTION A I hereby elect to have the retained percentage for this Contract held in a fund by the City.

CONTRACTOR:

Date: _____

OPTION B I hereby elect to post a retainage bond, in the form and amount and from a bonding company acceptable to the City pursuant to the requirements of RCW 60.28.011(6).

CONTRACTOR:

Date: _____

OPTION C I hereby elect to have the City deposit the retained percentage for this Contract, from time-to-time, as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby designate _____ as the depository for said funds which shall be deposited in an interest earning account subject to joint control by City and the Contractor. All interest earned on said deposits shall belong to the Contractor. (If the Contractor fails to designate the depository, then the City designates.)

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of establishing said depository account and depositing the

ATTACHMENT J: RETAINAGE BOND

retained percentage as authorized by statute. The City shall not be liable in any way for any costs or fees in connection therewith.

CONTRACTOR:

Date: _____

PLEASE NOTE: This form is for selection of retainage option only. OPTION C must have a signed Escrow Agreement on file prior to processing retainage payment to the bank.

ATTACHMENT J: RETAINAGE BOND

CITY OF LAKE STEVENS RETAINED PERCENTAGE ESCROW AGREEMENT

Project Name: **23021 CCTV Project**

Escrow Bank or Trust Company:

Contact Person / Phone Number:

Address:

Escrow / Account No: _____

Contractor: _____

Address: _____

The undersigned, _____, herein referred to as the Contractor, has directed the City of Lake Stevens to deliver to you its checks which shall be payable to you and the Contractor jointly. Such checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INTRODUCTION

1. The monies will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City. Following is a list of such bonds or other securities approved by the City. Other bonds or securities, except stocks, may be selected by the Contractor subject to express written approval of the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the City as provided in paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.

ATTACHMENT J: RETAINAGE BOND

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City 's checks) except in accordance with written instructions from the City. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is _____.
4. In the event the City orders you to do so in writing, you shall, within thirty- five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies held by you hereunder, to the City.
5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse you from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modifications hereof you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorneys' fees occasioned by such default, delay, controversy, or litigation.
6. This agreement shall not be binding until executed by the Contractor and the City and accepted by you.
7. This instrument contains the entire agreement between you, the Contractor, and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor be required to give notice or demand, nor be required to take any action whatever except as herein expressly provided; nor shall you be liable for any loss or damage not caused by your own negligence or willful misconduct.
8. The foregoing provisions shall be binding upon the assigns, successors, personal representatives, and heirs of the parties hereto.
9. The Contractor's Federal Income Tax Identification number is _____.

ATTACHMENT J: RETAINAGE BOND

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this _____ day of _____, 2024.

CONTRACTOR

CITY OF LAKE STEVENS

City Mayor, City of Lake Stevens

BY: _____

ADDRESS: _____

ATTEST:

CITY CLERK

The above escrow instructions received and accepted this ____ day of _____ 2024.

ESCROW BANK OR TRUST COMPANY:

BY: (Authorized Officer)

Securities Authorized by City of Lake Stevens - Select One:

1. Bills, certificates, notes or bonds of the United States
2. Other obligations of the United States or its agencies
3. Obligations of any corporation wholly-owned by the government of the United States
4. Indebtedness of the Federal National Mortgage Association
5. Time deposits in commercial banks

PLEASE RETURN THIS SIGNED AGREEMENT TO:

CITY OF LAKE STEVENS
1812 MAIN STREET
LAKE STEVENS, WA 98258

CITY COUNCIL STAFF REPORT



Agenda Date: 4/9/2024

Subject: Interagency Agreement for Part-Time Instructors at CJTC

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: See attached Contractor Pay Scale

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

We request the council approval to authorize mayor/city administrator to sign the ILA with the Washington State Criminal Justice Training Center for Part-Time Instructors

SUMMARY/BACKGROUND:

Washington State Criminal Justice Training Center has established a regional training academy in Arlington, Washington. This regional academy is one of four regional academies. These locations will allow an additional 30-90 officers per location to be trained annually at the basic law enforcement academy. To support CJTC with instruction, the regional instructors from local departments have been requested to help train the academy attendees. The attached agreement outlines the standards and costs CJTC will reimburse the department for on-duty trainers.

LSPD has certified instructors in firearms, defensive tactics, patrol tactics, less-lethal and emergency vehicle operation that will assist with instruction.

The Agency may provide to the WSCJTC the part-time services of on-duty and qualified Agency personnel to provide academy instruction and instructional support. These part-time Instructors must be approved by the WSCJTC Regional Academies Commander prior to instructing WSCJTC courses. Assignments will be submitted to the WSCJTC Regional Academies Commander for approval. Such services may include, but not be limited to:

- Being familiar with, and adhering to, the policies and procedures of the Basic Training Division and the WSCJTC
- Coordinating with the Assistant Commander to ensure that all training materials and equipment are available and ready for use and are in good working order
- Being familiar with the course lesson plan prior to instruction
- Participating in course briefing and debriefing
- Providing instruction and delivering written and practical exercises in assigned courses as prescribed in the course lesson plan(s)
- Supporting and assisting with practical training exercises
- Tutoring/counseling academy attendees
- Proctoring recruit testing to ensure compliance with established expectations
- Evaluating recruit performance in accordance with established rubrics
- Maintaining accurate student attendance and performance records as required
- Ensuring that all equipment used in the instruction are properly stored and/or cleaned upon the completion of instruction and any damaged or dysfunctional equipment is reported to the Assistant Commander, or their designee, as soon as possible after the training session
- Suggesting revisions to academy programs and curriculum in accordance with the policies and procedures of the WSCJTC to ensure that all materials are current, relevant, and rigorous

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. WSCJTC-Lake Stevens PD IA DRAFT
2. Contractor Pay Scale (rev. 06.13.23)



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Monica A. Alexander, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.wa.gov

INTERAGENCY AGREEMENT No.

This agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the Washington State Criminal Justice Training Commission, hereinafter referred to as the "WSCJTC", and the Lake Stevens Police Department, hereinafter referred to as the "Agency".

Whereas the WSCJTC, pursuant to Chapter 43.101.RCW, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of training; and

Whereas the Agency has the ability to provide the part-time services of Agency personnel (hereinafter referred to as "Instructors" for the purposes of administering Basic Training Academies, including the Basic Law Enforcement Academy;

Now, therefore, for and in consideration of the mutual promises set forth hereafter, the parties hereto mutually agree as follows:

1. Term

This Agreement shall commence on the 1st day of May, 2024 and terminate on the 30th day of June, 2025, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

2. Part-Time Instructors

The Agency may provide to the WSCJTC the part-time services of on-duty and qualified Agency personnel to provide academy instruction and instructional support. These part-time Instructors must be approved by the WSCJTC Regional Academies Commander prior to instructing WSCJTC courses. Assignments will be submitted to the WSCJTC Regional Academies Commander for approval. Such services may include, but not be limited to:

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- Supporting and assisting with practical training exercises
- Tutoring/counseling academy attendees
- Proctoring recruit testing to ensure compliance with established expectations
- Evaluating recruit performance in accordance with established rubrics
- Maintaining accurate student attendance and performance records as required

- Ensuring that all equipment used in the instruction are properly stored and/or cleaned upon the completion of instruction and any damaged or dysfunctional equipment is reported to the Assistant Commander, or their designee, as soon as possible after the training session
- Suggesting revisions to academy programs and curriculum in accordance with the policies and procedures of the WSCJTC to ensure that all materials are current, relevant, and rigorous

a. Payment for Part-Time Instructors

WSCJTC will reimburse the Agency for the payment of part-time Instructors, which are the Agency's employees. The hourly rate assigned to each instructor will be based on the WSCJTC Contractor Pay Scale. WSCJTC will notify the Agency upon the approval of any revision to the pay scale. WSCJTC shall pay said reimbursement amount upon submission by the Agency of an invoice to WSCJTC.

The Agency will send detailed invoices to WSCJTC at the end of each month that include the following:

- Instructor Name
- Subject taught
- Dates and hours worked
- Dollar amount
- Academy session number

3. Payment

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. All costs shall be reimbursed monthly, when applicable.

4. Billing Procedures

The Agency shall submit an invoice to WSCJTC at the end of each month in which services were provided. WSCJTC shall pay the Agency for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

All invoices shall be submitted to:

Registered Mail:

WSCJTC

Attn: Basic Training Division

19010 1st Ave S

Burien, WA 98148

Electronic Mail:

basictraining@cjtc.wa.gov

5. Agreements Outside of This Agreement

This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all agreements, either written or oral, between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the executing and delivery hereof, except such representations as are specifically set forth herein; and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this Agreement.

6. Modification

No waiver or modification of this Agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties herein under, unless such waiver or modification is in writing duly executed as aforesaid; and the parties further agree that the provisions of this section may not be waived except as herein set forth.

7. Termination of Agreement

This Agreement may be terminated without cause at any time by mutual agreement of the parties hereto, or by either party after thirty-days (30) following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this Agreement upon ten (10) days written notice to the other party if either party fails to properly keep any of the provisions of this Agreement. In the event of termination under this section, the Agency will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in section (2a) herein.

8. Health and Safety

To protect the health and safety of WSCJTC and students of the WSCJTC, Instructors employed by the Agency understands the WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place to carry out its mission, including submitting to infectious disease testing when directed to do so by the WSCJTC. The Instructors must report the results to WSCJTC's confidential appointee. The Instructors agree to follow the health and safety protocols put in place by WSCJTC during scheduled academy sessions. Failure to abide by these requirements may result in their release from WSCJTC's service and termination of the Agreement as set forth in section (7).

9. Employment Obligations of Parties

The Agency agrees to pay to the Instructors the full salary and benefits, including all increases to said salary and benefits, accruing to them as employees of the Agency during the period of their services herein under. Additionally, the Agency agrees to extend to the Instructors all rights, privileges, and benefits attendant to and resulting from their employment by the Agency, including any and all promotional opportunities otherwise available to them.

10. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. Mutual Indemnification/Hold Harmless

To the extent allowed by law, the Agency shall be responsible for and shall indemnify and hold WSCJTC harmless for all claims resulting from the acts or omissions of the Agency and its officers, officials and employees. To the extent allowed by law, WSCJTC shall be responsible for and shall

indemnify and hold the Agency harmless for all claims resulting from the acts or omissions of WSCJTC and its officers, officials and employees.

12. Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of any employee of the Agency's while acting in performance of this Agreement, the Agency agrees to extend to the instructor medical / health and workers' compensation benefits and other compensation, to the same extent and in the same manner as if such injury, illness, or death had occurred during work assignment in and for the Agency.

13. Venue Stipulation

This Agreement shall be construed as having been made and delivered with the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted in King County, Seattle, Washington.

14. Assignment

Each party to this Agreement stipulates that the Agreement is one for personal services and accordingly neither party hereto may assign, sublet, or transfer any interest in this Agreement.

15. Compliance with Laws

The parties hereto agree to comply in carrying out the terms of this Agreement with all applicable federal, state, and local laws, ordinances, and regulations, including but not necessarily limited to, the laws pertaining to civil rights and laws pertaining to the WSCJTC and the Agency, including merit system rules.

16. Rights in Data

Material created from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; the WSCJTC may disclose such documents in accordance with the PRA.

17. Notices

All notices given herein shall be in writing and shall be sent by registered mail to the parties at their recognized business addresses.

18. Headings

The article headings contained in this Agreement are inserted solely as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates below.

Washington State Criminal Justice Training Commission Lake Stevens Police Department

	Date		Date
Monica Alexander, Executive Director Criminal Justice Training Commission 19010 1st Avenue South Burien, Washington 98148		Jeffrey Beazizo, Chief Lake Stevens Police Department 1825 S. Lake Stevens Road Lake Stevens, WA 98258	

cc: Dave Miller, Regional Academies Commander, WSCJTC
 Brian Elliott, Fiscal Manager, WSCJTC
 Jerrell Wills, Deputy Director, WSCJTC
 Tim Morgan, Assistant Commander of NW Regional Campus, WSCJTC

WSCJTC Contractor Pay Scale

Basic Training

Advanced Applied
Skills Training

Support Positions

Actor	\$40/hr
Range Safety Officer	\$45/hr
Mock Scenario Monitor/Rater	\$50/hr
Firearms Qualification Administrator	\$55/hr

Instructor

Classroom	Assistant- \$40-\$45/hr Lead- \$50/hr	N/A
Integrated Arrest Tactics (IAT)	Assistant- \$45-\$50/hr Lead- \$55/hr	Assistant- \$200-\$400/day Lead- \$400-\$600/day Regional- \$600-\$800/day
Patrol Tactics (PT)	Assistant- \$55-60/hr Lead- \$60/hr	
Firearms (FA)	Assistant- \$50-\$55/hr Lead- \$65/hr	
Emergency Vehicle Operations (EVOC)	Assistant- \$50-\$60/hr Lead- \$65/hr	N/A
Special Weapons and Tactics (SWAT)	N/A	Regional- \$800/day

Curriculum

Subject Matter Expert- Consultant	As determined by the Deputy Director
Developer	As determined by the Deputy Director

*Contractors performing work for a Basic Training Academy will be paid at the highest applicable Basic Training rate (as determined by contracted work) regardless of the work performed

**Contractors performing work for an Advanced Training course will be paid at the lowest applicable rate listed for the specific work performed, plus lodging, OR at the highest applicable Advanced Training rate listed for the specific work performed, with no lodging provided.

***Exceptions may be made under special circumstances by the Director or designee