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.

June 18, 2024 - 6:00 PM
Ways to participate:
In person: The Mill, Sawers Room, 1808 Main Street, Lake Stevens
or Join Zoom Meeting: https://lakestevenswa.zoom.us/j/85309219114
or call in at (253) 215-8782 Meeting ID 85309219114

1.	**Call to Order**		
2.	**Pledge of Allegiance**		Mayor
3.	**Roll Call**		
4.	**Approval of Agenda**		Council President
5.	**Guest Business**		
	A.	New Police Records Specialist Melissa Lindseth	Dean Thomas
6.	**Citizen Comments**		
7.	**Council Business**		Council President
8.	**City Department Report**		
9.	**Consent Agenda**		
	A.	2024 Vouchers	Barb Stevens
	B.	Construction Contract Award to Northend Excavating, Inc. for Bayview Trail	Erik Mangold, Aaron Halverson
	C.	Reece Construction Contract for the construction of the 2024 Pavement Preservation	Aaron Halverson
	D.	Ordinance 1184 for Community Services Officer - Code Enforcement	Jeffrey Beazizo
10.	**Action Items**		
	A.	Adopt a Formal Name for the Park Formerly Known as 20th Street Ballfields	Jill Meis
	B.	Adopt Formal Trail Name for Trail From Marysville to Lake Stevens	Jill Meis

	C.	Public Works Board Preconstruction Loan	Olin Anderson, Shannon Farrant
	D.	Contract with Flock Safety	Dean Thomas
11.	**Discussion Items**		
	A.	Five-Year Plan for Parks	Sarah Garceau
12.	**Executive Session - Confidential Session of the Council per RCW 42.30**		
	A.	Discussion of Litigation or Potential Litigation. No action is expected.	
13.	**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	**6/10/2024**	**$486,806.63**
Payroll Checks	**60947**	**$2,792.76**
Electronic Funds Transfers	**ACH**	**$797,238.72**
Claims	**60942-60946, 60948-61082**	**$1,422,345.31**
Void Checks		
Total Vouchers Approved:		**$2,709,183.42**

This 18th day of June 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

June 18, 2024

City expenditures by type for this voucher packet			
Personnel Costs	$	489,599	18%
Payroll Federal Taxes	$	332,065	12%
Retirement Benefits - Employer	$	192,407	7%
Medical Benefits - Employer	$	233,362	9%
Other Employer Paid Benefits	$	9,246	0%
Employee Paid Benefits	$	49,729	2%
Supplies	$	58,315	2%
Professional Services	$	294,500	11%
Refunds	$	420	0%
Capital *	$	227,723	8%
Debt Payments	$	821,816	30%
Total	**$**	**2,709,183**	**100%**

Large Purchases *

* SR9/Lake Stevens Rd Roundabout $11,035
* LS 91st Ave SE Ph 1 Sidewalk Improvement $37,604
* 131st Ave NE Sewer Main Ext $71,491
* Bayview Trail Connector $11,006
* Machias Lift Station $13,005
* LS Main Street Design $22,404
* LS ADA Transition Plan $10,016

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 05/24/2024 - 06/13/2024

Total for Period
$2,219,584.03

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	79408	410 016 531 10 31 02	SW - Operating Costs	Cord Wrap/Shoe Box	60948	$21.42
Ace Hardware	79501	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels & Toilet Paper	60948	$182.55
					60948 Total	**$203.97**
Ace Hardware	79431	410 016 531 10 31 02	SW - Operating Costs	Grease	61020	$43.68
Ace Hardware	79456	001 010 576 80 31 06	PK-Lake Safety	Hardware for PFD Cabinets	61020	$16.58
Ace Hardware	79460	101 016 544 90 31 02	ST-Operating Cost	Toilet Paper/Paper Towels/Disinfectant	61020	$433.14
Ace Hardware	79461	101 016 544 90 31 02	ST-Operating Cost	Bushings/Galv Nipples Return Credit	61020	($121.56)
Ace Hardware	79473	410 016 531 10 31 02	SW - Operating Costs	Lime Rust Remover	61020	$15.28
Ace Hardware	79488	001 010 576 80 31 00	PK-Operating Costs	Keys for Mill Spur/Hose for Eagle Ridge Garden	61020	$38.91
Ace Hardware	79493	101 016 544 90 31 02	ST-Operating Cost	Keys	61020	$5.66
Ace Hardware	79498	410 016 531 10 31 02	SW - Operating Costs	Paint Supplies	61020	$117.96
Ace Hardware	79502	001 010 576 80 31 05	PK-R&M Supplies	Aluminum Oxide Cutting Wheel for Lundeen BBQ	61020	$14.20
Ace Hardware	79522	101 016 544 90 31 02	ST-Operating Cost	Keys	61020	$5.66
					61020 Total	**$569.51**
AFLAC	13193	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	EFT	$886.56
					EFT Total	**$886.56**
Amazon Capital Services	13QJ-WXGT-319D	001 008 521 20 31 00	LE-Office Supplies	Windex wipes, notebook	60949	$62.37
Amazon Capital Services	19DH-FJC9-D4VM	001 013 518 10 30 00	LEAN Training - Supplies	Picture Frames for Lean Certifications	60949	$41.52
Amazon Capital Services	1GMM-TLLP-4GN3	001 006 518 80 31 00	IT-Office Supplies	keyboard, monitor,	60949	$149.37
Amazon Capital Services	1MGJ-9H7T-4X41	001 006 518 80 31 00	IT-Office Supplies	CD envelopes	60949	$22.94
Amazon Capital Services	1MGJ-9H7T-4X41	303 013 594 18 60 02	Citywide Security Cameras	Cyber power computer tower	60949	$1,256.90
Amazon Capital Services	1N1Y-7LFN-DFJH	001 005 518 10 31 00	HR-Office Supplies	File folder labels	60949	$18.96
Amazon Capital Services	1NKQ-9XGF-3MHQ	001 005 517 60 31 00	HR-Safety Program	Gauze, bandages,wipes, knee pad, gloves	60949	$99.71
Amazon Capital Services	1NKQ-9XGF-3MHQ	001 005 517 90 41 00	HR-Wellness Program	employee appreciation gifts, stress ball	60949	$50.25
					60949 Total	**$1,702.02**
Amazon Capital Services	11J9-9XYL-79GR	001 008 521 20 31 00	LE-Office Supplies	Document Scanner - BWC Grant	61021	$722.46
Amazon Capital Services	14JJ-M4QR-7XRC	001 010 576 80 31 03	PK- Equipment & Tools	Drill Set/Socket Set	61021	$71.69
Amazon Capital Services	14KL-1FN9-6MD4	001 008 521 20 31 00	LE-Office Supplies	Fingerprint Scanner Pelican Case	61021	$49.14
Amazon Capital Services	14KL-1FN9-G64J	001 008 521 50 30 00	LE-Facilities Supplies	Clorox Disinfecting Wipes	61021	$40.89
Amazon Capital Services	19QM-FXQ6-JXXW	001 010 576 80 31 00	PK-Operating Costs	Brochure Holder at Mill/Laptop Bag/Travel Mouse	61021	$83.03
Amazon Capital Services	1DMF-7GPM-K7N1	001 008 521 20 31 00	LE-Office Supplies	Fridge Thermometer	61021	$14.15
Amazon Capital Services	1GMH-RM4R-G7QM	001 006 518 80 31 00	IT-Office Supplies	USB C to HDMI Cables	61021	$113.64
Amazon Capital Services	1JC1-443H-P7WY	001 008 521 20 31 00	LE-Office Supplies	Tablet Sleeve	61021	$56.80
Amazon Capital Services	1JT4-HTWN-KLTM	101 016 544 90 31 02	ST-Operating Cost	Pencil Holder	61021	$25.94
Amazon Capital Services	1XHM-PQHQ-7NTJ	001 006 518 80 31 00	IT-Office Supplies	12 Volt 9 Amp Rechargeable Batteries (4)	61021	$102.76
					61021 Total	**$1,280.50**
American Leak Detection Inc	236203	101 016 542 30 41 02	ST-Professional Service	Water leak detection at police station	60950	$862.42
					60950 Total	**$862.42**
Assoc of Washington Cities EFT	56802	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	EFT	$230,334.38
Assoc of Washington Cities EFT	56802	001 010 576 80 20 00	PK-Benefits	Medical Insurance Premium - T.Button	EFT	$236.61
Assoc of Washington Cities EFT	56802	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium - T.Button	EFT	$394.35
Assoc of Washington Cities EFT	56802	101 016 542 30 20 00	ST-Benefits	Medical Insurance Premium - T.Button	EFT	$78.87
Assoc of Washington Cities EFT	56802	410 016 531 10 20 00	SW-Benefits	Medical Insurance Premium - T.Button	EFT	$78.87
					EFT Total	**$231,123.08**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Baumgardner	052124 OLIVIA	001 003 514 20 43 00	CC-Travel & Meetings	TIB Funding Workshop Mileage PerDiem	60951	$20.23
					60951 Total	**$20.23**
BCRA Inc	32386	004 010 594 76 60 01	PR - Eagle Ridge Park	Eagle Ridge Park Phase 2	61022	$2,315.63
					61022 Total	**$2,315.63**
Beazizo	052024 BEAZIZO	001 008 521 20 43 00	LE-Travel & Per Diem	WASPC Conf Spokane Meal PerDiem	60952	$258.00
					60952 Total	**$258.00**
Blaschke	053024 BLASCHKE	001 000 322 30 00 00	Animal Licenses	PET2024-0094 Animal License Refund	60953	$20.00
					60953 Total	**$20.00**
Bridge Coordination Services	2024-LK5	001 008 521 20 41 01	LE-Professional Serv-Fixed	LS Victim Service Hours	61023	$4,356.00
					61023 Total	**$4,356.00**
Business Card	BARNES 06-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	FBI-LEEDA Command Leadership Supplies	61024	$226.65
Business Card	BEAZIZO 06-2024	001 008 521 20 43 00	LE-Travel & Per Diem	WASPC Spring Conf Hotel - D Thomas	61024	$602.61
Business Card	BEAZIZO 06-2024	001 008 521 20 43 00	LE-Travel & Per Diem	WASPC Spring Conf Hotel - J Beazizo	61024	$658.20
Business Card	BEAZIZO 06-2024	001 008 521 20 43 00	LE-Travel & Per Diem	WASPC Spring Conf Hotel - J Ubert	61024	$672.77
Business Card	BEAZIZO 06-2024	001 008 521 40 49 01	LE-Registration Fees	Crimes Against Children Conf Registration - P Bassett	61024	$895.00
Business Card	BRAZEL 06-2024	001 001 511 60 49 01	Legislative - Prof. Developmen	APWA PWX Conf Registration - A Jorstad	61024	$1,118.00
Business Card	BRAZEL 06-2024	001 002 513 11 43 00	AD-Travel & Meetings	APWA PWX Conf Flight - Brazel	61024	$386.20
Business Card	BRAZEL 06-2024	001 002 513 11 43 00	AD-Travel & Meetings	AWWA Conf Airport Parking - Brazel	61024	$111.00
Business Card	BRAZEL 06-2024	001 002 513 11 43 00	AD-Travel & Meetings	AWWA Conf Hotel - Brazel	61024	$417.44
Business Card	BRAZEL 06-2024	001 002 513 11 43 00	AD-Travel & Meetings	AWWA Conf Uber Fees - Brazel	61024	$33.35
Business Card	BRAZEL 06-2024	001 002 513 11 43 00	AD-Travel & Meetings	EASC DC Fly In Airport Parking - Brazel	61024	$143.00
Business Card	BRAZEL 06-2024	001 002 513 11 43 00	AD-Travel & Meetings	EASC DC Fly In Uber Fees	61024	$83.21
Business Card	BRAZEL 06-2024	001 002 513 11 43 00	AD-Travel & Meetings	WEFTEC Conf Flight - Brazel	61024	$620.06
Business Card	BRAZEL 06-2024	001 002 513 11 49 00	AD-Staff Development	APWA PWX Conf Registration - Brazel	61024	$1,118.00
Business Card	BRAZEL 06-2024	001 002 513 11 49 00	AD-Staff Development	EASC County Update Investor Admission - Brazel	61024	$25.75
Business Card	BRAZEL 06-2024	001 003 514 20 43 00	CC-Travel & Meetings	EASC DC Fly In Uber Fees	61024	$410.91
Business Card	BRYANT 06-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	FBI-LEEDA Supervisor Leadership Supplies	61024	$68.73
Business Card	CHELIN 06-2024	001 001 513 10 43 00	Executive - Travel & Mtgs	Pizza for Mayors Tech Meeting	61024	$82.18
Business Card	CHELIN 06-2024	001 001 513 10 43 00	Executive - Travel & Mtgs	Water for Mayors Tech Meeting	61024	$12.00
Business Card	CHELIN 06-2024	001 013 518 20 42 00	GG-Communication	Postage Fees	61024	$69.22
Business Card	DREHER 06-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	Snacks for SnoCo Sheriff & Police Chief's Assoc Mtg	61024	$32.33
Business Card	DREHER 06-2024	001 008 521 20 43 00	LE-Travel & Per Diem	Animal Control Expo Hotel - M Cooper	61024	$1,185.65
Business Card	DREHER 06-2024	001 008 521 20 43 00	LE-Travel & Per Diem	Crimes Against Children Conf Hotel - P Bassett	61024	$871.08
Business Card	DREHER 06-2024	001 008 521 20 43 00	LE-Travel & Per Diem	WHIA Conf Hotel - K Parnell	61024	$357.30
Business Card	DREHER 06-2024	001 008 521 20 43 00	LE-Travel & Per Diem	WHIA Conf Hotel - M Hingtgen	61024	$357.30
Business Card	DREHER 06-2024	001 008 521 20 43 00	LE-Travel & Per Diem	WHIA Conf Hotel - P Bassett	61024	$357.30
Business Card	DREHER 06-2024	001 008 521 40 49 01	LE-Registration Fees	IACP Conf Registration - Beazizo/Thomas/J Ubert/ J Dreher	61024	$2,080.00
Business Card	GOOD 06-2024	001 005 518 10 43 00	HR-Travel & Meetings	Labor Relations Institute Hotel - J Good	61024	$334.92
Business Card	GOOD 06-2024	001 005 518 10 49 01	HR-Staff Development	NHRMA Conf Registration - J Good	61024	$1,008.00
Business Card	HALVERSON 06-2024	101 016 542 30 41 02	ST-Professional Service	Deposit for Roof at PW Shop	61024	$2,615.71
Business Card	HALVERSON 06-2024	101 016 542 90 31 01	ST-Clothing	Boots - E Mangold	61024	$81.50
Business Card	HALVERSON 06-2024	101 016 544 90 31 02	ST-Operating Cost	National PW Week Poster	61024	$10.50
Business Card	HALVERSON 06-2024	410 016 531 10 31 00	SW - Clothing	Boots - E Mangold	61024	$81.51
Business Card	HALVERSON 06-2024	410 016 531 10 31 02	SW - Operating Costs	Hach Powder Pillows/Filtration Solution/StableCal Ampule Cal Kit	61024	$760.13
Business Card	HALVERSON 06-2024	410 016 531 10 31 02	SW - Operating Costs	National PW Week Poster	61024	$10.50
Business Card	HALVERSON 06-2024	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Water Tracer Dye	61024	$48.04
Business Card	HEIST 06-2024	001 004 514 23 49 01	FI-Staff Development	WFOA Annual Conf Registration - M Heist	61024	$495.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	HINGTGEN 06-2024	001 008 521 20 31 01	LE-Fixed Minor Equipment	Fasteners	61024	$12.20
Business Card	HINGTGEN 06-2024	001 008 521 20 31 01	LE-Fixed Minor Equipment	Stall Mat	61024	$87.27
Business Card	STEVENS B 06-2024	001 004 514 23 49 01	FI-Staff Development	Quickbooks Additional User Fees	61024	$404.40
Business Card	STEVENS T 06-2024	001 006 518 80 31 00	IT-Office Supplies	Refurbished Mac Mini Apple M1 Chip	61024	$629.57
Business Card	STEVENS T 06-2024	001 006 518 80 43 00	IT-Travel & Meetings	Smart Cities Expo Hotel - T Stevens	61024	$810.88
Business Card	STEVENS T 06-2024	001 006 518 80 43 00	IT-Travel & Meetings	Smart Cities Expo Lyft Fees - T Stevens	61024	$171.69
Business Card	STEVENS T 06-2024	001 013 518 20 41 00	GG-Professional Service	Additional Webinar License for Parks Dept	61024	$50.14
Business Card	STEVENS T 06-2024	303 013 594 18 60 02	Citywide Security Cameras	10-Port Gigabit Ethernet for Lundeen Camera Project	61024	$326.81
Business Card	STEVENS T 06-2024	303 013 594 18 60 02	Citywide Security Cameras	24-Port Gigabit Ethernet for Lundeen Camera Project	61024	$1,157.49
Business Card	STEVENS T 06-2024	303 013 594 18 60 02	Citywide Security Cameras	Citywide Camera Project Supplies	61024	$786.71
Business Card	STEVENS T 06-2024	410 016 531 10 41 10	SW - Prof Service - CCTV	Media & Drive for Video Archiving of Stormwater Pipes	61024	$253.78
Business Card	THOMAS 06-2024	001 008 521 40 49 01	LE-Registration Fees	Background Investigations Registration - D Thomas	61024	$425.00
Business Card	WARRINGTON 06-2024	001 005 517 60 31 00	HR-Safety Program	First Aid Training - L Frederick	61024	$350.00
Business Card	WARRINGTON 06-2024	001 005 517 90 41 01	HR-City Training Program	First Aid Training Supplies	61024	$1,517.17
Business Card	WARRINGTON 06-2024	001 005 518 10 31 02	HR - Emergency Mgmt Supplies	First Responder Medical Kits	61024	$604.80
Business Card	WARRINGTON 06-2024	001 005 518 10 43 00	HR-Travel & Meetings	Labor Relations Institute Hotel - A Warrington	61024	$354.92
Business Card	WARRINGTON 06-2024	001 005 518 10 43 00	HR-Travel & Meetings	Parking Fees at Snohomish County	61024	$4.00
Business Card	WARRINGTON 06-2024	001 013 518 10 30 00	LEAN Training - Supplies	Snacks/Water for Lean Greenbelt Graduation	61024	$45.57
Business Card	WEAVER 06-2024	001 001 513 10 49 01	Executive - Prof. Development	APWA PWX Conf Registration - B Gailey	61024	$1,118.00
Business Card	WEAVER 06-2024	001 001 513 10 49 01	Executive - Prof. Development	Mayors Innovation Project Conf Registration - B Gailey	61024	$375.00
Business Card	WEAVER 06-2024	001 001 513 10 49 01	Executive - Prof. Development	SnoCo Update Registration - B Gailey	61024	$25.00
Business Card	WEAVER 06-2024	001 001 513 10 49 01	Executive - Prof. Development	WEFTEC Conf Registration - B Gailey	61024	$1,235.00
Business Card	WEAVER 06-2024	001 002 513 11 49 00	AD-Staff Development	WEFTEC Conf Registration - G Brazel	61024	$1,235.00
Business Card	WEAVER 06-2024	001 003 514 20 43 00	CC-Travel & Meetings	EASC DC Fly In Uber Fees	61024	$266.70
Business Card	WEAVER 06-2024	101 016 542 30 49 01	ST-Staff Development	WEFTEC Conf Registration - A Halverson	61024	$617.50
Business Card	WEAVER 06-2024	410 016 531 10 49 01	SW - Staff Development	WEFTEC Conf Registration - A Halverson	61024	$617.50
Business Card	WRIGHT 06-2024	001 007 558 50 41 00	PL-Professional Servic	Postcard Mailer Sewer Main	61024	$43.41
Business Card	WRIGHT 06-2024	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailer Centennial Final Plat	61024	$19.11
Business Card	WRIGHT 06-2024	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailer Dawson Townhome NOPH	61024	$24.16
Business Card	WRIGHT 06-2024	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailer South Lake Business Park	61024	$8.57
Business Card	WRIGHT 06-2024	001 007 558 50 43 00	PL-Travel & Mtgs	SnoCo Update Registration - R Wright	61024	$35.00
Business Card	WRIGHT 06-2024	120 016 595 61 60 02	TBP02: 91st - 4th to Market	Postcard Mailer 91st Ave Sidewalk CIP	61024	$198.52
Business Card	WRIGHT 06-2024	120 016 595 61 60 03	TBP03: 91st - 8th to 4th	Postcard Mailer 91st Ave Sidewalk CIP	61024	$198.52
Business Card	YOUNG 06-2024	001 008 521 20 43 00	LE-Travel & Per Diem	Crimes Against Children Conf Flight - P Bassett	61024	$504.81
Business Card	YOUNG 06-2024	001 008 521 40 49 01	LE-Registration Fees	NASRO Conf Registration - J Kilroy/D Carter	61024	$1,150.00
Business Card	YOUNG 06-2024	111 008 521 20 31 01	Drug Seize - Canine Supplies	Boarding Fees for CIA	61024	$760.00
Business Card	YOUNG 06-2024	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Food	61024	$64.37
					61024 Total	**$34,929.62**
Canon Financial Services Inc	32533115	001 013 518 20 48 00	GG-Repair & Maintenance	XTZ01787 Copier Lease CH Admin Month to Month Lease	60954	$286.05
Canon Financial Services Inc	32587716	001 007 558 50 48 00	PL-Repairs & Maint.	2YJ04075 Copier Lease CH Tax	60954	$2.88
Canon Financial Services Inc	32587716	001 007 559 30 48 00	PB-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	60954	$2.88
Canon Financial Services Inc	32587716	001 007 591 58 70 01	PL -Lease Agreements	2YJ04075 Copier Lease CH	60954	$30.92
Canon Financial Services Inc	32587716	001 007 591 59 70 01	PB - Lease Agreements	2YJ04075 Copier Lease CH	60954	$30.92
Canon Financial Services Inc	32587716	001 013 518 20 48 00	GG-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	60954	$2.87
Canon Financial Services Inc	32587716	001 013 591 18 70 01	Lease Agreements	2YJ04075 Copier Lease CH	60954	$30.92
					60954 Total	**$387.44**
Canon Financial Services Inc	32589698	001 010 576 80 48 00	PK-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	61025	$11.42
Canon Financial Services Inc	32589698	101 016 542 30 48 00	ST-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	61025	$11.41

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Canon Financial Services Inc	32589698	410 016 531 10 48 00	SW - Repairs & Maintenance	QNN08471 Copier Lease PW Upstairs	61025	$11.41
					61025 Total	**$34.24**
CDW Government Inc	RF89483	510 006 518 80 31 00	Purchase Computer Equipment	Surface Dock	60955	$262.34
CDW Government Inc	RJ20493	510 006 518 80 31 00	Purchase Computer Equipment	Surface Pro x10	60955	$11,689.07
CDW Government Inc	RJ65155	510 006 518 80 31 00	Purchase Computer Equipment	Surface Pro	60955	$1,676.21
CDW Government Inc	RL37485	510 006 594 18 64 00	Capital - Purch Computer Equip	Backup Server Software	60955	$8,419.92
					60955 Total	**$22,047.54**
CDW Government Inc	RL40437	510 006 518 80 31 00	Purchase Computer Equipment	Apple Mouse - K Daughtry	61026	$100.70
CDW Government Inc	RL44504	510 006 518 80 31 00	Purchase Computer Equipment	MS Surface Docks (2)	61026	$358.72
CDW Government Inc	RN89959	510 006 594 18 64 00	Capital - Purch Computer Equip	Azure Gov Tennant Overages	61026	$209.33
CDW Government Inc	RP47714	303 013 594 18 60 02	Citywide Security Cameras	Network Rack for Camera Project	61026	$481.61
CDW Government Inc	RQ56868	510 006 518 80 31 00	Purchase Computer Equipment	MS Surface Docks (2)	61026	$358.72
CDW Government Inc	RQ59475	001 006 518 80 31 00	IT-Office Supplies	Wireless Keyboard & Mouse - T Stevens Home	61026	$81.53
					61026 Total	**$1,590.61**
Chicago Title Company of Washington	500150561-1	304 016 594 31 60 00	131st Ave NE Sewer Extension	Title Report for PW Shop 131st Ave NE for LSSD DEA	60956	$384.65
					60956 Total	**$384.65**
Cintas Loc 460	4189350006	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	60957	$60.62
Cintas Loc 460	4189350006	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	60957	$11.24
Cintas Loc 460	4189350006	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	60957	$11.25
					60957 Total	**$83.11**
Cintas Loc 460	4192921553	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	61027	$54.30
Cintas Loc 460	4193470257	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	61027	$54.30
Cintas Loc 460	4194262754	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	61027	$54.30
					61027 Total	**$162.90**
City of Everett	I240003344	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	61028	$171.00
City of Everett	I240003370	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	61028	$99.90
					61028 Total	**$270.90**
City of Marysville	24-0004	001 008 523 60 41 00	LE-Jail	April 2024 Jail and Jail Medical Services	60958	$21,837.17
					60958 Total	**$21,837.17**
Comcast	05-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	61029	$401.71
Comcast	05-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Frontier Park	61029	$401.71
Comcast	05-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	61029	$138.24
Comcast	05-2024 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	61029	$329.98
					61029 Total	**$1,271.64**
Comdata Inc	01-2024 COMDATA	001 008 521 20 32 00	LE-Fuel	PD Fuel	61030	$68.52
Comdata Inc	02-2024 COMDATA	001 008 521 20 32 00	LE-Fuel	PD Fuel	61030	$305.03
Comdata Inc	03-2024 COMDATA	001 008 521 20 32 00	LE-Fuel	PD Fuel	61030	$297.31
Comdata Inc	04-2024 COMDATA	001 008 521 20 32 00	LE-Fuel	PD Fuel	61030	$436.05
					61030 Total	**$1,106.91**
Cory de Jong and Sons Inc	Z336295	001 012 575 51 31 00	CS- Grimm House - Operating	Garden Soil Mix for Grimm House	60959	$57.80
Cory de Jong and Sons Inc	Z343327	101 016 544 90 31 02	ST-Operating Cost	All Purpose Soil	60959	$52.88
					60959 Total	**$110.68**
DataQuest LLC	23318	001 008 521 20 41 00	LE-Professional Services	Background Checks	61031	$45.00
DataQuest LLC	23318	001 010 576 80 41 00	PK-Professional Services	Background Checks	61031	$101.16
DataQuest LLC	23318	101 016 542 30 41 02	ST-Professional Service	Background Checks	61031	$27.17
DataQuest LLC	23318	410 016 531 10 41 01	SW - Professional Services	Background Checks	61031	$27.17
					61031 Total	**$200.50**
David Evans and Associates Inc	562531	001 007 558 50 41 04	Permit Related Professional Sr	Library Review	60960	$213.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
					60960 Total	**$213.00**
David Evans and Associates Inc	557854	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-02 MSR LS Development	61032	$4,444.50
					61032 Total	**$4,444.50**
Day Wireless Systems	INV827894	001 008 521 20 41 01	LE-Professional Serv-Fixed	Radar Certification 6/1/24-5/31/28 Maint Agreement	60961	$1,434.56
					60961 Total	**$1,434.56**
Department of Commerce	PWTF-181170	401 070 591 35 71 02	PWTF 2006 - Principal	PWTF Loan PW-06-962-020 Principal	60962	$409,539.48
Department of Commerce	PWTF-181170	401 070 592 35 83 02	PWTF 2006 - Interest	PWTF Loan PW-06-962-020 Interest	60962	$6,143.09
Department of Commerce	PWTF-330587	401 070 591 35 71 03	PWTF 2008 - Principal	PWTF Loan PC08-951-023 Principal	60962	$301,734.45
Department of Commerce	PWTF-330587	401 070 592 35 83 03	PWTF 2008 - Interest	PWTF Loan PC08-951-023 Interest	60962	$22,630.08
Department of Commerce	PWTF-98986	401 070 591 35 71 01	PWTF 2005 - Principal	PWTF Loan PW-050691-PRE-137 Principal	60962	$52,631.57
Department of Commerce	PWTF-98986	401 070 592 35 83 01	PWTF 2005 - Interest	PWTF Loan PW-050691-PRE-137 Interestl	60962	$2,105.26
					60962 Total	**$794,783.93**
Dept of Retirement (Deferred Comp)	5252024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	$7,651.81
Dept of Retirement (Deferred Comp)	6102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	$7,821.03
					EFT Total	**$15,472.84**
Dept of Retirement PERS LEOFF	5252024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	$84,150.09
Dept of Retirement PERS LEOFF	5252024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	$332.46
					EFT Total	**$84,482.55**
Dept of Retirement PERS LEOFF	6102024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	$104,385.89
Dept of Retirement PERS LEOFF	6102024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - STATE	EFT	$3,538.96
					EFT Total	**$107,924.85**
Dept of Transportation	RE-313-ATB40415021	307 000 595 30 60 00	Project Construction Account	SR9/Lake Stevens Rd Roundabout	60963	$11,035.29
Dept of Transportation	RE-313-ATB40514023	307 000 595 30 60 00	Project Construction Account	SR9/Lake Stevens Rd Roundabout	60963	$6,229.94
					60963 Total	**$17,265.23**
DeYoung	060524 DEYOUNG	304 016 595 30 60 05	R2 - Main Street	Temp Construction Easement Purchase	60964	$3,045.00
					60964 Total	**$3,045.00**
Dicks Towing Inc	18281112	001 008 521 20 41 00	LE-Professional Services	Evidence Towing	60965	$151.66
Dicks Towing Inc	18281579	001 008 521 20 41 00	LE-Professional Services	Evidence Towing	60965	$150.83
Dicks Towing Inc	SNO5759	001 008 521 20 41 00	LE-Professional Services	Evidence Towing	60965	$150.83
					60965 Total	**$453.32**
Dreher	061724 DREHER D	001 008 521 20 43 00	LE-Travel & Per Diem	Use of Force Training Meal PerDiem	60966	$34.00
					60966 Total	**$34.00**
Dylan	CONTRACTCOSTS24	001 010 576 80 41 04	PK-Special Events Prof Service	Annual Fees for Farmers Market	61033	$5,700.00
					61033 Total	**$5,700.00**
EFTPS	5252024	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	$140,854.76
					EFT Total	**$140,854.76**
EFTPS	6102024	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	$191,210.62
					EFT Total	**$191,210.62**
Electronic Business Machines	AR279545	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2WU09725	61034	$49.39
					61034 Total	**$49.39**
Employment Security Dept	24-017875-RDUD5	001 008 521 20 41 01	LE-Professional Serv-Fixed	ESD Records Disclosure Basic Charge	60967	$3.50
					60967 Total	**$3.50**
Enterprise FM Trust	604558-050324	530 016 594 48 70 00	Capital Lease Principal	City Vehicle Lease/Mgmt/Tax Fees	61035	$13,440.60
					61035 Total	**$13,440.60**
Enterprise UAS LLC	5000109439-1	001 008 521 20 31 04	LE-Donation Exp - Other	Drone & Accessories PO #1905	61036	$2,035.81
					61036 Total	**$2,035.81**
Erickson	040924 ERICKSON	001 013 518 10 30 00	LEAN Training - Supplies	Coffee/Donuts for LEAN Class Reimbursement	61037	$253.35
					61037 Total	**$253.35**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ewing	061924 EWING	001 001 511 60 43 00	Legislative - Travel & Mtgs	AWC Conf Vancouver WA Meal PerDiem	61038	$148.00
Ewing	061924 EWING	001 001 511 60 43 00	Legislative - Travel & Mtgs	AWC Conf Vancouver WA Mileage PerDiem	61038	$269.34
					61038 Total	**$417.34**
Gailey	061824 GAILEY	001 001 513 10 43 00	Executive - Travel & Mtgs	AWC Conf Meal PerDiem	60968	$222.00
					60968 Total	**$222.00**
Galls LLC	27941938	001 008 521 20 31 05	LE-Equipment - New Officers	Name Plate for Austin Hogan	60969	$29.51
					60969 Total	**$29.51**
Galls LLC	27983559	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - C Lyons	61039	$219.85
Galls LLC	27983560	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - D Carter	61039	$126.14
Galls LLC	27990389	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - A Bryant	61039	$226.25
					61039 Total	**$572.24**
Gardner	940	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Radar replacement	60970	$162.90
					60970 Total	**$162.90**
Gardner	939	520 008 594 21 63 00	Vehicles - Capital Equip	Equipment Installed PT-24-08	61040	$2,497.80
					61040 Total	**$2,497.80**
Goldman	2024-1240	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	60971	$275.00
					60971 Total	**$275.00**
Goldson Smith	060224 DAWN	001 010 576 80 43 00	PK-Travel & Meetings	Reimbursement of Parking Fees for Seattle Bridal Show	61041	$25.00
					61041 Total	**$25.00**
Granite Construction Supply	102506	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs	60972	$1,241.87
Granite Construction Supply	102509	101 016 544 90 31 02	ST-Operating Cost	Channellock Pliers/Base for Sq Posts	60972	$554.17
					60972 Total	**$1,796.04**
Granite Construction Supply	102505	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - No Parking Fire Lane	61042	$357.18
Granite Construction Supply	102582	101 016 544 90 31 02	ST-Operating Cost	Anchors/Perforated Telespars	61042	$3,433.28
					61042 Total	**$3,790.46**
Green Dot Concrete LLC	51138	101 016 544 90 31 02	ST-Operating Cost	Concrete	61043	$643.78
					61043 Total	**$643.78**
Halverson	052024 AARON	101 016 543 30 43 00	ST-Travel & Meetings	NW PWI Executive Forum Meal/Mileage/Hotel Reimbursement	61044	$333.08
Halverson	052024 AARON	410 016 531 10 43 00	SW - Travel & Meetings	NW PWI Executive Forum Meal/Mileage/Hotel Reimbursement	61044	$333.08
					61044 Total	**$666.16**
Hathaway	36649	001 013 518 20 31 00	GG-Operating Costs	Nameplate Holders (2)	60973	$42.06
Hathaway	36649	410 016 531 10 31 02	SW - Operating Costs	Nameplate - O Anderson	60973	$29.97
					60973 Total	**$72.03**
Highland PTA	67419085 CIVICR	001 013 582 10 00 00	Refund of Deposit	Mill Rental 05/22/2024 Security Deposit Refund	61045	$400.00
					61045 Total	**$400.00**
Hillis Clark Martin & Peterson PS	305508	306 000 592 18 84 00	2024A - LTGO Bond Issuance Fee	Museum Bond Issuance - 501c3 Opinion	61046	$13,499.00
					61046 Total	**$13,499.00**
Home Depot	2014273	001 013 518 20 31 00	GG-Operating Costs	Supplies for PD Dock Work	61047	$75.93
Home Depot	3010551	101 016 544 90 31 02	ST-Operating Cost	Shims/Particle Board	61047	$48.56
Home Depot	9013103	001 013 518 20 31 00	GG-Operating Costs	Supplies for PD Dock Work	61047	$158.08
					61047 Total	**$282.57**
Honey Bucket	554169992	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Sunset Beach	61048	$264.50
Honey Bucket	554177679	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Heights	61048	$234.00
Honey Bucket	554188747	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	61048	$180.50
					61048 Total	**$679.00**
Houghtaling	052424 NATASHA	410 016 531 10 43 00	SW - Travel & Meetings	Snacks/Fruit/Coffee for IDDE Training Reimbursement	60974	$204.82

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
					60974 Total	**$204.82**
Houghtaling	060424 NATASHA	101 016 544 90 31 02	ST-Operating Cost	APWA Coffee/Snacks/Lunch	61049	$187.42
Houghtaling	060424 NATASHA	410 016 531 10 31 02	SW - Operating Costs	APWA Coffee/Snacks/Lunch	61049	$187.43
Houghtaling	060524 NATASHA	101 016 544 90 31 02	ST-Operating Cost	APWA Coffee/Snacks/Lunch	61049	$127.44
Houghtaling	060524 NATASHA	410 016 531 10 31 02	SW - Operating Costs	APWA Coffee/Snacks/Lunch	61049	$127.43
Houghtaling	060624 NATASHA	101 016 544 90 31 02	ST-Operating Cost	APWA Accrediation Celebration Snacks/Beverages Reimbursement	61049	$119.28
Houghtaling	060624 NATASHA	101 016 544 90 31 02	ST-Operating Cost	APWA Coffee/Snacks	61049	$38.98
Houghtaling	060624 NATASHA	410 016 531 10 31 02	SW - Operating Costs	APWA Accrediation Celebration Snacks/Beverages Reimbursement	61049	$119.28
Houghtaling	060624 NATASHA	410 016 531 10 31 02	SW - Operating Costs	APWA Coffee/Snacks	61049	$38.99
					61049 Total	**$946.25**
HRA VEBA Trust YA20192	6102024	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	61013	$4,448.40
					61013 Total	**$4,448.40**
HSA Bank	5252024	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	60942	$395.00
					60942 Total	**$395.00**
HSA Bank	6102024	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	61014	$395.00
					61014 Total	**$395.00**
ICONIX Waterworks US Inc	U2416019080	410 016 531 10 31 02	SW - Operating Costs	Concrete Patch Bags	61050	$1,599.61
					61050 Total	**$1,599.61**
Ink It Your Way LLC	10583	101 016 542 90 31 01	ST-Clothing	Safety Vests	60975	$694.82
Ink It Your Way LLC	10583	410 016 531 10 31 00	SW - Clothing	Safety Vests	60975	$694.82
Ink It Your Way LLC	10677	101 016 544 90 31 02	ST-Operating Cost	Lanyards	60975	$197.29
Ink It Your Way LLC	10677	410 016 531 10 31 02	SW - Operating Costs	Lanyards	60975	$197.28
Ink It Your Way LLC	10682	101 016 544 90 31 02	ST-Operating Cost	Hats	60975	$78.30
Ink It Your Way LLC	10682	410 016 531 10 31 02	SW - Operating Costs	Hats	60975	$78.31
					60975 Total	**$1,940.82**
Ink It Your Way LLC	10789	101 016 542 90 31 01	ST-Clothing	PW Hats	61051	$151.53
Ink It Your Way LLC	10789	410 016 531 10 31 00	SW - Clothing	PW Hats	61051	$151.54
					61051 Total	**$303.07**
Intoximeters Inc	761664	001 008 521 20 31 01	LE-Fixed Minor Equipment	Supplies for Breath Alcohol Testing	61052	$1,130.16
					61052 Total	**$1,130.16**
J Thayer Co Inc	1692202-0	001 008 521 20 31 00	LE-Office Supplies	Envelopes, Post-It Notes & Paper	60976	$349.85
					60976 Total	**$349.85**
Jorgensen	1091	510 006 518 80 49 32	LR - Permit Trax	Annual Maint Fee PermitTrax Suite	61053	$11,367.20
					61053 Total	**$11,367.20**
Kilroy	062424 KILROY	001 008 521 20 43 00	LE-Travel & Per Diem	DT Instructor Meal PerDiem	60977	$110.00
					60977 Total	**$110.00**
Klinkers	040924 KLINKERS	101 016 543 30 43 00	ST-Travel & Meetings	APWA Conf Meal PerDiem	60978	$63.00
Klinkers	040924 KLINKERS	410 016 531 10 43 00	SW - Travel & Meetings	APWA Conf Meal PerDiem	60978	$63.00
					60978 Total	**$126.00**
KnowBe4 Inc	INV324335	510 006 518 80 49 26	LR - KnowBe4 Cyber Security Tr	Security Awareness Taining	60979	$1,180.08
					60979 Total	**$1,180.08**
KPG Psomas Inc	207270	120 016 595 61 60 02	TBP02: 91st - 4th to Market	LS 91st Ave SE Ph 1 Sidewalk Improvement	60980	$25,735.78
KPG Psomas Inc	207270	120 016 595 61 60 03	TBP03: 91st - 8th to 4th	LS 91st Ave SE Ph 1 Sidewalk Improvement	60980	$12,867.89
					60980 Total	**$38,603.67**
Kustom Signals Inc	612140	001 008 521 20 31 01	LE-Fixed Minor Equipment	CFG-E Eagle 3	60981	$2,810.45
					60981 Total	**$2,810.45**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Stevens Chamber of Commerce	06-2024 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 06-2024	61054	$1,500.00
					61054 Total	**$1,500.00**
Lake Stevens Police Guild	5252024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	60943	$1,298.75
					60943 Total	**$1,298.75**
Lake Stevens Police Guild	6102024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	61015	$1,298.75
					61015 Total	**$1,298.75**
Lakeview Flats LLC	060524 LAKEVIEW	304 016 595 30 60 05	R2 - Main Street	Temp Construction Easement Purchase	60982	$3,440.00
					60982 Total	**$3,440.00**
Land Development Consultants Inc	34375	004 010 594 76 60 02	PR - Frontier Heights Park P2	Frontier Heights Park Playfields	60983	$5,418.38
					60983 Total	**$5,418.38**
LEIRA	3920	001 008 521 40 49 01	LE-Registration Fees	BWC Everything but the Kitchen Sink Registration - Putnam	60984	$150.00
LEIRA	3921	001 008 521 40 49 01	LE-Registration Fees	BWC Everything but the Kitchen Sink Registration - Ryan	60984	$150.00
					60984 Total	**$300.00**
Lemay Mobile Shredding Inc	4844036S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	61055	$26.10
					61055 Total	**$26.10**
Lowes Companies	971257	001 013 518 20 31 00	GG-Operating Costs	Dyson Cordless Vacuums (2)	61056	$1,190.22
Lowes Companies	988073	001 013 518 20 31 00	GG-Operating Costs	Screws/Elbows/Downspouts/Tie Downs	61056	$107.19
					61056 Total	**$1,297.41**
Lyons	061624 LYONS	001 008 521 20 43 00	LE-Travel & Per Diem	UOF Core Training Anacortes Meal PerDiem	61057	$84.00
					61057 Total	**$84.00**
Marshall	051523 MARSHALL	001 008 521 20 31 06	LE - Uniform Clothing	Jumpsuit Reimbursement - Marshall	61058	$365.05
					61058 Total	**$365.05**
McLoughlin & Eardley Group Inc	276210	001 008 521 50 30 02	LE-Fleet Minor Equipment	PD Vehicle Equipment PO PT2407	60985	$301.10
					60985 Total	**$301.10**
MissionSquare - 108991	6528684	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	60944	$502.96
					60944 Total	**$502.96**
MissionSquare - 108991	6805010	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	61016	$502.96
					61016 Total	**$502.96**
MissionSquare - 307428	6638123	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	60945	$2,442.34
					60945 Total	**$2,442.34**
MissionSquare - 307428	6695651	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	61017	$2,442.34
					61017 Total	**$2,442.34**
Nationwide Retirement Solution	5252024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	$6,341.16
					EFT Total	**$6,341.16**
Nationwide Retirement Solution	6102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	$6,776.43
					EFT Total	**$6,776.43**
New Restoration and Recovery Services LLC	PP #1	410 000 382 20 00 00	SW-Retainage	2024 CCTV Project Progress Pymt #1 Retainage	61059	($2,832.80)
New Restoration and Recovery Services LLC	PP #1	410 016 531 10 41 10	SW - Prof Service - CCTV	2024 CCTV Project Progress Pymt #1	61059	$56,655.96
					61059 Total	**$53,823.16**
New York Life	Y6W_20240603	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	EFT	$147.00
					EFT Total	**$147.00**
New York Life EFT	6102024	001 001 513 10 20 00	Executive - Benefits	Life/Disability Ins Premiums	EFT	$79.38
New York Life EFT	6102024	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	EFT	$86.87
New York Life EFT	6102024	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	EFT	$76.81
New York Life EFT	6102024	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	EFT	$310.13
New York Life EFT	6102024	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	EFT	$267.10

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
New York Life EFT	6102024	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	EFT	$197.01
New York Life EFT	6102024	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	EFT	$727.90
New York Life EFT	6102024	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	EFT	$371.08
New York Life EFT	6102024	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	EFT	$2,176.55
New York Life EFT	6102024	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	EFT	$668.37
New York Life EFT	6102024	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	EFT	$278.55
New York Life EFT	6102024	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	EFT	$778.39
New York Life EFT	6102024	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	EFT	$1,149.03
					EFT Total	**$7,167.17**
Office of the State Treasurer	05-2024 STATE	633 000 586 00 00 01	State Court Remit	State Court Remittance 05-2024	61060	$11,868.70
Office of the State Treasurer	05-2024 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Remittance 05-2024	61060	$260.00
					61060 Total	**$12,128.70**
Olbrechts	05-2024 HEARING	001 007 558 60 41 02	PL-Prof Serv-Hearing E	Hearing Examiner Services LUA2023-0073 Westcot Rezone	60986	$3,239.50
Olbrechts	05-2024 HEARING	001 007 558 60 41 02	PL-Prof Serv-Hearing E	Hearing Examiner Services Mulvaney Rezone	60986	$2.75
Olbrechts	05-2024 HEARING	001 007 558 60 41 02	PL-Prof Serv-Hearing E	Hearing Examiner Services Westcot PLAT	60986	$3,565.25
					60986 Total	**$6,807.50**
Pace Engineers Inc	91340	304 016 594 31 60 00	131st Ave NE Sewer Extension	131st Ave NE Sewer Main Ext	60987	$71,491.25
Pace Engineers Inc	91570	302 010 594 76 61 03	PM -LS Bayview Connector - PT	Bayview Trail Connector	60987	$11,005.56
Pace Engineers Inc	91697	304 016 594 31 60 01	R2 - FC114 - Machias Sewer Inf	Machias Lift Station	60987	$13,004.70
					60987 Total	**$95,501.51**
Parnell	011724 PARNELL	001 008 521 20 31 06	LE - Uniform Clothing	Duty belt and accessories for uniform	60988	$298.03
					60988 Total	**$298.03**
Petershagen	050724 GARY	001 001 511 60 43 00	Legislative - Travel & Mtgs	DC Fly In Uber Fees Reimbursement	60989	$97.04
					60989 Total	**$97.04**
PODS Enterprises LLC	PODS007477788	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	61061	$179.25
PODS Enterprises LLC	PODS007480684	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	61061	$179.25
					61061 Total	**$358.50**
Puget Sound Energy	200003723810 05-2024	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	60990	$129.15
Puget Sound Energy	200024316495 05-2024	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	60990	$150.47
Puget Sound Energy	200024316495 05-2024	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	60990	$150.46
Puget Sound Energy	200024316495 05-2024	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	60990	$150.46
Puget Sound Energy	220022339471 05-2024	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	60990	$395.06
Puget Sound Energy	220024770236 05-2024	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	60990	$115.72
Puget Sound Energy	220028663866 05-2024	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	60990	$296.53
					60990 Total	**$1,387.85**
Quadient Finance USA Inc	INV61044438	001 008 521 20 42 00	LE-Communication	PD Postage Machine Rental	60991	$222.03
					60991 Total	**$222.03**
Safety-Kleen Systems Inc	94226785	001 010 576 80 31 00	PK-Operating Costs	30G Parts Washer - Solvent	61062	$96.43
Safety-Kleen Systems Inc	94226785	101 016 544 90 31 02	ST-Operating Cost	30G Parts Washer - Solvent	61062	$96.44
Safety-Kleen Systems Inc	94226785	410 016 531 10 31 02	SW - Operating Costs	30G Parts Washer - Solvent	61062	$96.44
					61062 Total	**$289.31**
Secure A Site Inc	JB815-24M05	001 010 576 80 45 00	PK-Equipment Rental	Fence Rental for Oak Hill Playground	61063	$93.78
					61063 Total	**$93.78**
Security Solutions Northwest Inc	360483	001 006 518 80 48 00	IT-Repair & Maintenance	Video Health Standard-Up to 64 cameras	60992	$240.41
					60992 Total	**$240.41**
Sherwin-Williams Co	4974-3	101 016 544 90 31 02	ST-Operating Cost	Paint Supplies	61064	$50.87
Sherwin-Williams Co	5202-8	101 016 544 90 31 02	ST-Operating Cost	Paint	61064	$543.28
					61064 Total	**$594.15**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
SHI International Corp	B18421042	510 006 518 80 49 45	LR - Bluebeam	BlueBeam Annual Subscription	61065	$3,940.05
					61065 Total	**$3,940.05**
Skyline Vinyl and Sign	1734	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Removal on PD Vehicle	61066	$382.55
					61066 Total	**$382.55**
Smarsh Inc	INV-175442	510 006 518 80 49 05	LR - Smarsh	Verizon MG Cloud MT	61067	$779.45
					61067 Total	**$779.45**
Snohomish County 911	7226	001 008 528 00 41 00	LE-SNO911	Member Assessments	60993	$35,373.30
					60993 Total	**$35,373.30**
Snohomish County DCNR Parks	I000639394	001 010 576 80 31 00	PK-Operating Costs	Special Use Permit	61068	$140.00
					61068 Total	**$140.00**
Snohomish County Dept of Emergency Mgmt	I000640221	001 013 525 10 41 00	GG-Emergency	2024 Q2 Emergency Management Services	60994	$14,087.25
					60994 Total	**$14,087.25**
Snohomish County Dept of Info Technology	I000640557	510 006 518 80 49 11	LR - MeetMeRoom SnoCo	Enterprise Infrastructure/GIS Services	61069	$5,197.50
					61069 Total	**$5,197.50**
Snohomish County Human Services Dept	I000639715	001 013 566 00 41 00	GG - Liquor Tax to SnoCo	2024 Q1 Liquor Board Profits and Excise Tax	60995	$3,045.45
					60995 Total	**$3,045.45**
Snohomish County Public Works	I000639069	101 016 542 30 48 00	ST-Repair & Maintenance	Road Maint 03-2024	60996	$844.81
Snohomish County Public Works	I000639069	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Maint 03-2024	60996	$2,828.47
					60996 Total	**$3,673.28**
Snohomish County PUD	155657720	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	60997	$109.69
					60997 Total	**$109.69**
Snohomish County PUD	100788136	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	61070	$9.86
Snohomish County PUD	100788136	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	61070	$1,402.04
Snohomish County PUD	100788136	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	61070	$213.53
Snohomish County PUD	109528323	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	61070	$341.26
Snohomish County PUD	109528323	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	61070	$341.26
Snohomish County PUD	109528323	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	61070	$341.26
Snohomish County PUD	109531798	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	61070	$119.91
Snohomish County PUD	109531798	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	61070	$74.19
Snohomish County PUD	112811136	001 010 576 80 47 00	PK-Utilities	202340527 Old Decant 12701 36th St NE	61070	$12.83
Snohomish County PUD	112811136	101 016 543 50 47 00	ST-Utilities	202340527 Old Decant 12701 36th St NE	61070	$12.83
Snohomish County PUD	112811136	410 016 531 10 47 00	SW - Utilities	202340527 Old Decant 12701 36th St NE	61070	$12.82
Snohomish County PUD	112812307	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	61070	$173.23
Snohomish County PUD	122715377	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	61070	$94.46
Snohomish County PUD	122718931	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	61070	$68.73
Snohomish County PUD	126025769	101 016 542 63 47 00	ST-Lighting - Utilities	223611120 Traffic Light	61070	$67.17
Snohomish County PUD	132614395	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	61070	$121.25
Snohomish County PUD	132622092	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	61070	$119.77
Snohomish County PUD	132622092	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	61070	$752.63
Snohomish County PUD	132622092	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	61070	$92.18
Snohomish County PUD	132622092	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	61070	$44.30
Snohomish County PUD	139121896	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	61070	$437.07
Snohomish County PUD	142446900	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	61070	$56.04
Snohomish County PUD	142459533	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	61070	$105.10
Snohomish County PUD	145803480	101 016 542 63 47 00	ST-Lighting - Utilities	223687294 Street Lights	61070	$42.65

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	145812802	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	61070	$61.85
Snohomish County PUD	152401847	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	61070	$106.42
Snohomish County PUD	152401847	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	61070	$106.39
Snohomish County PUD	152401847	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	61070	$106.39
Snohomish County PUD	152407390	001 010 576 80 47 00	PK-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	61070	$113.82
Snohomish County PUD	152407390	101 016 543 50 47 00	ST-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	61070	$113.83
Snohomish County PUD	152407390	401 070 535 10 47 01	Sewer Dist Utilities	222947715 Decant Electric/Water 12703 31st PL NE	61070	$341.48
Snohomish County PUD	152407390	410 016 531 10 47 00	SW - Utilities	222947715 Decant Electric/Water 12703 31st PL NE	61070	$113.82
Snohomish County PUD	152408864	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	61070	$74.43
Snohomish County PUD	162011521	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	61070	$8.99
					61070 Total	**$6,203.79**
Snohomish County Sheriffs Office	2024-8228	001 008 523 60 41 00	LE-Jail	Med April 2024 Jail Service Fees	60998	$154.12
Snohomish County Sheriffs Office	2024-8243	001 008 523 60 41 00	LE-Jail	April 2024 Jail Service Fees	60998	$16,881.92
					60998 Total	**$17,036.04**
Snohomish County Treasurer	FY2024 (1B)	306 013 594 18 60 00	FC - Gen Gov't Capital Outlays	Property Tax 00479700000100	60946	$3,359.73
					60946 Total	**$3,359.73**
Snohomish County Treasurer	05-2024 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 05-2024	61071	$165.95
					61071 Total	**$165.95**
Sound Publishing Inc	EDH993586	004 010 594 76 60 02	PR - Frontier Heights Park P2	Frontier Heights Park Notice	60999	$96.44
Sound Publishing Inc	EDH996085	001 007 558 50 41 03	PL-Advertising	PC Cancelled 5.15	60999	$17.32
Sound Publishing Inc	EDH996087	001 007 558 50 41 03	PL-Advertising	PC Cancelled 7.1	60999	$17.32
Sound Publishing Inc	EDH996185	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0196 Dawson Townhomes	60999	$106.76
					60999 Total	**$237.84**
Sound Publishing Inc	EDH996485	001 007 558 50 41 04	Permit Related Professional Sr	LUA2024-055 Shoreline Substantial Development	61072	$72.36
Sound Publishing Inc	EDH996572	001 007 558 50 41 04	Permit Related Professional Sr	LUA2024-0087/0088 Site Plan Review	61072	$94.72
Sound Publishing Inc	EDH996575	001 007 558 50 41 04	Permit Related Professional Sr	LUA2024-0087/0088 Site Plan Review	61072	$86.12
					61072 Total	**$253.20**
Sound Security Inc	1134631	001 010 576 80 41 00	PK-Professional Services	Access Monitoring Lundeen Park	61073	$21.62
Sound Security Inc	1134631	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	61073	$300.94
Sound Security Inc	1134631	001 010 576 80 41 00	PK-Professional Services	Intrusion Monitoring Eagle Ridge	61073	$134.61
Sound Security Inc	1134631	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	61073	$644.87
Sound Security Inc	1134631	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	61073	$616.42
Sound Security Inc	1134631	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	61073	$300.94
Sound Security Inc	1134631	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	61073	$300.94
					61073 Total	**$2,320.34**
Springbrook Nursery & Trucking Inc	361494	101 016 544 90 31 02	ST-Operating Cost	Brush/Stumps Dump Fees	61000	$32.00
					61000 Total	**$32.00**
Statistical Research Inc	2024-299	303 010 594 76 60 00	Eagle Ridge Park	Frontier Heights Archaeological Survey	61074	$6,275.97
					61074 Total	**$6,275.97**
Summit Law Group PLLC	154062	001 011 515 41 41 03	Ext Consult - Labor Relations	Bargaining and Mediation 04-2024	61001	$847.00
					61001 Total	**$847.00**
Sunnyside Nursery Inc	H-101750	302 010 576 90 31 00	Tree Replacement Expenditures	Plants for Grimm House/NC Water Garden PO #1950	61075	$2,195.90
					61075 Total	**$2,195.90**
Teamsters Local No 763	May-24	001 000 284 00 00 00	Payroll Liability Other	Union Dues	61018	$1,787.00
					61018 Total	**$1,787.00**
Teamsters Welfare Trust Dental EFT	Jul-24	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	EFT	$3,027.20
Teamsters Welfare Trust Dental EFT	Jul-24	001 010 576 80 20 00	PK-Benefits	Teamsters Dental Premium - T.Button	EFT	$41.28
Teamsters Welfare Trust Dental EFT	Jul-24	001 013 518 30 20 00	GG-Benefits	Teamsters Dental Premium - T.Button	EFT	$68.80

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Teamsters Welfare Trust Dental EFT	Jul-24	101 016 542 30 20 00	ST-Benefits	Teamsters Dental Premium - T.Button	EFT	$13.76
Teamsters Welfare Trust Dental EFT	Jul-24	410 016 531 10 20 00	SW-Benefits	Teamsters Dental Premium - T.Button	EFT	$13.76
					EFT Total	**$3,164.80**
Thomas	052024 THOMAS	001 008 521 20 43 00	LE-Travel & Per Diem	WASPC Conf Spokane Meal PerDiem	61002	$258.00
					61002 Total	**$258.00**
Transpo Group USA Inc	32434	309 016 595 61 60 01	ADA Crosswalk Improvements	LS ADA Transition Plan	61003	$4,063.75
Transpo Group USA Inc	32457	304 016 595 30 60 05	R2 - Main Street	LS Main Street Design	61003	$12,051.36
Transpo Group USA Inc	32537	304 016 595 30 60 05	R2 - Main Street	LS Main Street Design	61003	$10,352.28
Transpo Group USA Inc	32614	309 016 595 61 60 01	ADA Crosswalk Improvements	LS ADA Transition Plan	61003	$10,016.25
					61003 Total	**$36,483.64**
TransUnion Risk & Alternative Data Solutions Inc	4016011-202405-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	61004	$81.98
					61004 Total	**$81.98**
Trueheart Family Counseling	1942	001 005 517 90 41 00	HR-Wellness Program	Mental Health Counseling Services	61076	$1,000.00
Trueheart Family Counseling	1942	001 008 521 20 41 02	LE-Prof Srv - Wellness Grant	Mental Health Counseling Services	61076	$2,000.00
					61076 Total	**$3,000.00**
Ubert	052024 UBERT J	001 008 521 20 43 00	LE-Travel & Per Diem	WASPC Spokane Meal PerDiem	61005	$242.00
					61005 Total	**$242.00**
ULINE	177797809	101 016 544 90 31 02	ST-Operating Cost	Soap/Water Dispenser/Cleaning Supplies	61077	$1,151.68
					61077 Total	**$1,151.68**
UpCodes Inc	139303	001 007 558 50 31 02	PL-Permit Related Op. Costs	Codebooks Online Subscription	61006	$2,832.00
					61006 Total	**$2,832.00**
Verizon Wireless	9964890981	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	61007	$3,088.21
					61007 Total	**$3,088.21**
Verizon Wireless	9965553281	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	61078	$295.54
Verizon Wireless	9965553281	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	61078	$42.22
Verizon Wireless	9965553281	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	61078	$47.22
Verizon Wireless	9965553281	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	61078	$89.44
Verizon Wireless	9965553281	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	61078	$47.22
Verizon Wireless	9965553281	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	61078	$226.10
Verizon Wireless	9965553281	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	61078	$308.33
Verizon Wireless	9965553281	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	61078	$424.99
Verizon Wireless	9965553281	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	61078	$209.47
Verizon Wireless	9965553281	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	61078	$628.20
Verizon Wireless	9965553281	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	61078	$1,012.87
Verizon Wireless	9965553281	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	61078	$1,012.88
					61078 Total	**$4,344.48**
Washington Elevator	11177	001 013 518 20 41 00	GG-Professional Service	Pt2 of Mill Elevator Inspection	61008	$4,262.70
					61008 Total	**$4,262.70**
Washington State Patrol	I2406801	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	61079	$278.25
					61079 Total	**$278.25**
Washington State Support Registry	5252024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	$843.45
					EFT Total	**$843.45**
Washington State Support Registry	6102024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	$843.45
					EFT Total	**$843.45**
Wave	103946401-0010856	001 002 513 11 42 00	AD-Communications	Telephone Service	61080	$73.15
Wave	103946401-0010856	001 003 514 20 42 00	CC-Communications	Telephone Service	61080	$146.30
Wave	103946401-0010856	001 004 514 23 42 00	FI-Communications	Telephone Service	61080	$146.30

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Wave	103946401-0010856	001 005 518 10 42 00	HR-Communications	Telephone Service	61080	$73.15
Wave	103946401-0010856	001 006 518 80 42 00	IT-Communications	Telephone Service	61080	$219.46
Wave	103946401-0010856	001 007 558 50 42 00	PL-Communication	Telephone Service	61080	$475.74
Wave	103946401-0010856	001 007 559 30 42 00	PB-Communication	Telephone Service	61080	$73.15
Wave	103946401-0010856	001 008 521 20 42 00	LE-Communication	Telephone Service	61080	$2,488.16
Wave	103946401-0010856	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service	61080	$73.15
Wave	103946401-0010856	001 012 575 50 42 00	CS- The Mill- Communication	Telephone Service	61080	$73.15
Wave	103946401-0010856	001 013 518 20 42 00	GG-Communication	Telephone Service	61080	$292.61
Wave	103946401-0010856	101 016 543 30 42 00	ST-Communications	Telephone Service	61080	$420.99
Wave	103946401-0010856	410 016 531 10 42 00	SW - Communications	Telephone Service	61080	$421.00
Wave	103946401-0010856	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	61080	$1,268.82
					61080 Total	**$6,245.13**
Weaver	061624 WEAVER	001 003 514 20 43 00	CC-Travel & Meetings	Clerks Institute PD III Meal PerDiem	61009	$102.00
Weaver	061624 WEAVER	001 003 514 20 43 00	CC-Travel & Meetings	Clerks Institute PD III Mileage PerDiem	61009	$95.14
					61009 Total	**$197.14**
Western Conference of Teamsters Pension Trust	6102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	61019	$4,057.21
					61019 Total	**$4,057.21**
WEX Bank	97272345	001 008 521 20 32 00	LE-Fuel	Police Fuel Charges	61010	$7,923.81
					61010 Total	**$7,923.81**
WR Lake Stevens LLC	04-2024 CITY	001 002 513 11 41 00	AD-Professional Services	Car Washes for Admin Vehicles	61081	$20.00
WR Lake Stevens LLC	04-2024 CITY	001 005 518 10 41 00	HR-Professional Services	Car Washes for HR Vehicles	61081	$20.00
WR Lake Stevens LLC	04-2024 CITY	001 007 559 30 48 00	PB-Repair & Maintenance	Car Washes for Building Vehicles	61081	$80.00
WR Lake Stevens LLC	04-2024 CITY	001 010 576 80 41 00	PK-Professional Services	Car Washes for Parks Vehicles	61081	$60.00
WR Lake Stevens LLC	04-2024 CITY	101 016 542 30 41 02	ST-Professional Service	Car Washes for PW Vehicles	61081	$80.00
WR Lake Stevens LLC	04-2024 CITY	410 016 531 10 41 01	SW - Professional Services	Car Washes for PW Vehicles	61081	$80.00
WR Lake Stevens LLC	05-2024 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles 05-2024	61081	$680.00
					61081 Total	**$1,020.00**
Zachor Stock & Krepps Inc PS	24-LKS-0005	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	May 2024 Prosecution Services Rendered	61011	$14,865.76
					61011 Total	**$14,865.76**
Ziply Fiber	05-2024 ZIPLY COMM	005 000 518 20 40 01	Rental Property Utilities	Telephone Services 10515 20th St	61012	$94.04
					61012 Total	**$94.04**
Ziply Fiber	06-2024 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Telephone Services Museum	61082	$237.30
Ziply Fiber	06-2024 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	61082	$73.00
					61082 Total	**$310.30**

CITY COUNCIL STAFF REPORT

Agenda Date: 6/18/2024

Subject: Construction Contract Award to Northend Excavating, Inc. for Bayview Trail

Contact Person/Department: Erik Mangold, Aaron Halverson, Public Works

Budget Impact: The low bid of $980,917.22 for the construction contract is within the approved budget. Any remaining funds will be used for potential change orders for this project or other projects as approved in the Capital Improvement Plan and the city's Procurement Policy.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
Authorize the Mayor to sign the contract with Northend Excavating to construct the first phase of the Bayview Trail in Lake Stevens.

SUMMARY/BACKGROUND:
The Public Works Department solicited bids on May 23, 2024. A bid opening was held on the afternoon of July 6, 2024. Five bids were received, with the low bid from Northend Excavating, Inc. with a bid of $980,917.22. Northend Excavating has fulfilled the bidder's responsibility criteria and has worked previously in the city with positive results. Public Works seeks authorization from the Council for the Mayor to sign the construction contract with Northend Excavating. This contract has 75 working days, which is approximately four months. The project is scheduled to be completed near the end of October 2024.

APPLICABLE CITY POLICIES:

ATTACHMENTS:
1. 20002_BID Tabulation_240607
2. 20002_PW Contract_240614

Lake Stevens
Bayview Trail - Phase 0
Bid Tabulation
6-Jun-24

*Apparent Low Bid

					Northend Excavating Inc.		Diverse Earthworks		Excavation West, Inc.		A-1 Landscaping and Construction		Accord Contractors, LLC	
Item No.	**Spec. Section**	**Description**	**Unit**	**Quantity**	**unit price**	**total**	**unit price**	**total**	**unit price**	**total**	**unit price**	**total**	**unit price**	**total**
DRAINAGE														
1	1-04.4(1)	Minor Changes	FA	EST	**$ 20,000.00**	**$ 20,000.00**	**$ 20,000.00**	**$ 20,000.00**	**$ 20,000.00**	**$ 20,000.00**	**$ 20,000.00**	**$ 20,000.00**	**$ 20,000.00**	**$ 20,000.00**
2	1-05.4 SP	Construction Surveying	LS	1	$ 15,000.00	$ 15,000.00	$ 14,280.30	$ 14,280.30	$ 28,200.00	$ 28,200.00	$ 26,000.00	$ 26,000.00	$ 10,000.00	**$ 10,000.00**
3	1-05.18 SP	Record Drawings (Min. Bid $2,000.00)	LS	1	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,200.00	$ 2,200.00	$ 3,500.00	**$ 3,500.00**
4	1-07.15	SPCC Plan	LS	1	$ 2,000.00	$ 2,000.00	$ 615.00	$ 615.00	$ 600.00	$ 600.00	$ 3,600.00	$ 3,600.00	$ 3,500.00	**$ 3,500.00**
5	1-08.3(5) SP	Type B Progress Schedule (Min. Bid $1,000.00)	LS	1	$ 1,001.00	$ 1,001.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 2,100.00	$ 2,100.00	$ 4,000.00	**$ 4,000.00**
6	1-09.7	Mobilization	LS	1	$ 67,500.00	$ 67,500.00	$ 40,000.00	$ 40,000.00	$ 127,867.00	$ 127,867.00	$ 144,000.00	$ 144,000.00	$ 30,000.00	**$ 30,000.00**
7	1-10 SP	Project Temporary Traffic Control	LS	1	$ 2,500.00	$ 2,500.00	$ 3,075.00	$ 3,075.00	$ 9,660.00	$ 9,660.00	$ 98,780.00	$ 98,780.00	$ 6,000.00	**$ 6,000.00**
8	2-01.3(2)	Clearing & Grubbing	LS	1	$ 6,000.00	$ 6,000.00	$ 41,453.00	$ 41,453.00	$ 109,553.00	$ 109,553.00	$ 28,780.00	$ 28,780.00	$ 1,500.00	**$ 1,500.00**
9	2-02.5 SP	Removal of Chain-Link Fence	LF	470	$ 2.00	$ 940.00	$ 11.64	$ 5,470.80	$ 4.16	$ 1,955.20	$ 12.00	$ 5,640.00	$ 6.00	**$ 2,820.00**
10	2-02.5 SP	Removal of Wood Fence	LF	620	$ 3.00	$ 1,860.00	$ 9.08	$ 5,629.60	$ 3.18	$ 1,971.60	$ 12.00	$ 7,440.00	$ 7.00	**$ 4,340.00**
11	2-02.5 SP	Sawcutting	LF	200	$ 4.00	$ 800.00	$ 7.41	$ 1,482.00	$ 4.26	$ 852.00	$ 4.00	$ 800.00	$ 7.00	**$ 1,400.00**
12	2-02.5 SP	Removing Cement Conc. Sidewalk	SY	35	$ 35.00	$ 1,225.00	$ 66.28	$ 2,319.80	$ 14.40	$ 504.00	$ 28.00	$ 980.00	$ 20.00	**$ 700.00**
13	2-02.5 SP	Removal Cement Conc. Curb and Gutter	LF	60	$ 10.00	$ 600.00	$ 44.98	$ 2,698.80	$ 8.65	$ 519.00	$ 18.00	$ 1,080.00	$ 35.00	**$ 2,100.00**
14	2-02.5	Removal of Structures and Obstructions	LS	1	$ 2,000.00	$ 2,000.00	$ 8,950.00	$ 8,950.00	$ 22,000.00	$ 22,000.00	$ 39,780.00	$ 39,780.00	$ 2,000.00	**$ 2,000.00**
15	2-03.5 SP	Grade Dog Park Smooth	SY	2,800	$ 3.00	$ 8,400.00	$ 7.55	$ 21,140.00	$ 2.35	$ 6,580.00	$ 4.00	$ 11,200.00	$ 4.00	**$ 11,200.00**
16	2-05.5	Road Excavation Incl. Haul	CY	706	$ 49.00	$ 34,594.00	$ 64.58	$ 45,593.48	$ 51.00	$ 36,006.00	$ 65.00	$ 45,890.00	$ 35.00	**$ 24,710.00**
17	11-Feb	Trimming and Cleanup	LS	1	$ 2,000.00	$ 2,000.00	$ 5,535.00	$ 5,535.00	$ 4,000.00	$ 4,000.00	$ 4,240.00	$ 4,240.00	$ 5,000.00	**$ 5,000.00**
18	8-01.5	Silt Fence	LF	3,960	$ 2.00	$ 7,920.00	$ 4.69	$ 18,572.40	$ 3.13	$ 12,394.80	$ 16.00	$ 63,360.00	$ 11.00	**$ 43,560.00**
19	8-01.5 SP	Erosion/Water Pollution Control	FA	EST	**$ 35,000.00**	**$ 35,000.00**	**$ 35,000.00**	**$ 35,000.00**	**$ 35,000.00**	**$ 35,000.00**	**$ 35,000.00**	**$ 35,000.00**	**$ 35,000.00**	**$ 35,000.00**
20	8-01.5 SP	ESC Lead	DAY	75	$ 4.00	$ 300.00	$ 73.80	$ 5,535.00	$ 49.50	$ 3,712.50	$ 450.00	$ 33,750.00	$ 350.00	**$ 26,250.00**
21	8-01.5	High Visibility Silt Fence	LF	225	$ 3.00	$ 675.00	$ 8.36	$ 1,881.00	$ 3.70	$ 832.50	$ 18.00	$ 4,050.00	$ 14.00	**$ 3,150.00**
22	8-01.5	Straw Wattles	LF	2,545	$ 2.00	$ 5,090.00	$ 3.34	$ 8,500.30	$ 7.30	$ 18,578.50	$ 16.00	$ 40,720.00	$ 8.00	**$ 20,360.00**
23	8-01.5 SP	Inlet Protection	EA	15	$ 30.00	$ 450.00	$ 72.03	$ 1,080.45	$ 33.85	$ 507.75	$ 220.00	$ 3,300.00	$ 250.00	**$ 3,750.00**
DRAINAGE														
24	2-09.5	Structure Excavation Cl. B Incl. Haul	CY	171	$ 49.00	$ 8,379.00	$ 93.06	$ 15,913.26	$ 92.60	$ 15,834.60	$ 55.00	$ 9,405.00	$ 35.00	**$ 5,985.00**
25	7-04.5 SP	Level Spreader Trench	LF	30	$ 100.00	$ 3,000.00	$ 155.67	$ 4,670.10	$ 101.00	$ 3,030.00	$ 120.00	$ 3,600.00	$ 39.00	**$ 1,170.00**
26	7-04.5	Storm Sewer Pipe 12-in. Diam	LF	300	$ 80.00	$ 24,000.00	$ 61.14	$ 18,342.00	$ 54.26	$ 16,278.00	$ 120.00	$ 36,000.00	$ 43.00	**$ 12,900.00**
27	7-04.5	Testing Storm Sewer Pipe	LF	300	$ 2.00	$ 600.00	$ 2.61	$ 783.00	$ 5.94	$ 1,782.00	$ 3.00	$ 900.00	$ 6.00	**$ 1,800.00**
28	7-05.5 SP	Connect to Drainage Structure	EA	1	$ 500.00	$ 500.00	$ 1,830.24	$ 1,830.24	$ 2,310.00	$ 2,310.00	$ 880.00	$ 880.00	$ 1,600.00	**$ 1,600.00**
29	7-05.5	Catch Basin Type 1	EA	4	$ 2,000.00	$ 8,000.00	$ 2,500.90	$ 10,003.60	$ 1,884.35	$ 7,537.40	$ 4,200.00	$ 16,800.00	$ 2,100.00	**$ 8,400.00**
30	7-06.5 SP	PerkFilter® Water Quality Structure	EA	2	$ 15,000.00	$ 30,000.00	$ 15,385.12	$ 30,770.24	$ 14,569.00	$ 29,138.00	$ 19,870.00	$ 39,740.00	$ 20,000.00	**$ 40,000.00**
SURFACING														
31	4-04.5	Crushed Surfacing Base Course	TN	630	$ 42.00	$ 26,460.00	$ 76.56	$ 48,232.80	$ 44.45	$ 28,003.50	$ 55.00	$ 34,650.00	$ 70.00	**$ 44,100.00**
32	4-04.5	Crushed Surfacing Top Course	TN	740	$ 42.00	$ 31,080.00	$ 76.62	$ 56,698.80	$ 51.69	$ 38,250.60	$ 58.00	$ 42,920.00	$ 70.00	**$ 51,800.00**
PAVEMENT														
33	5-04.5 SP	HMA Cl. 1/2 in. PG. 64-22	TN	793	$ 200.00	$ 158,600.00	$ 149.10	$ 118,236.30	$ 174.40	$ 138,299.20	$ 141.00	$ 111,813.00	$ 182.17	**$ 144,460.81**
TRAFFIC														
34	8-04.5 SP	Monolithic Cement Concrete Curb	LF	140	$ 15.00	$ 2,100.00	$ 52.58	$ 7,361.20	$ 70.00	$ 9,800.00	$ 45.00	$ 6,300.00	$ 77.00	**$ 10,780.00**
35	8-04.5	Extruded Curb	LF	475	$ 26.00	$ 12,350.00	$ 11.50	$ 5,462.50	$ 10.40	$ 4,940.00	$ 42.00	$ 19,950.00	$ 17.00	**$ 8,075.00**
36	8-04.5	Cement Conc. Traffic Curb	LF	320	$ 40.00	$ 12,800.00	$ 47.52	$ 15,206.40	$ 61.85	$ 19,792.00	$ 68.00	$ 21,760.00	$ 77.00	**$ 24,640.00**
37	8-04.5	Cement Conc. Traffic Curb & Gutter	LF	50	$ 40.00	$ 2,000.00	$ 85.64	$ 4,282.00	$ 72.46	$ 3,623.00	$ 77.00	$ 3,850.00	$ 77.00	**$ 3,850.00**
38	8-04.5	Mountable Cement Concrete Traffic Curb	LF	70	$ 40.00	$ 2,800.00	$ 52.15	$ 3,650.50	$ 59.66	$ 4,176.20	$ 85.00	$ 5,950.00	$ 77.00	**$ 5,390.00**
39	8-14.5	Cement Conc. Sidewalk	SY	310	$ 76.00	$ 23,560.00	$ 72.15	$ 22,366.50	$ 125.65	$ 38,951.50	$ 68.00	$ 21,080.00	$ 50.00	**$ 15,500.00**
40	8-14.5	Cement Conc. Curb Ramp (Type Perpendicular)	EA	1	$ 4,000.00	$ 4,000.00	$ 2,180.54	$ 2,180.54	$ 4,236.00	$ 4,236.00	$ 3,600.00	$ 3,600.00	$ 2,500.00	**$ 2,500.00**
41	8-14.5	Cement Conc. Curb Ramp (Type Combination)	EA	1	$ 4,000.00	$ 4,000.00	$ 3,598.40	$ 3,598.40	$ 4,320.00	$ 4,320.00	$ 3,650.00	$ 3,650.00	$ 2,500.00	**$ 2,500.00**
42	8-14.5	Detectable Warning Surface	SF	45	$ 80.00	$ 3,600.00	$ 67.65	$ 3,044.25	$ 44.75	$ 2,013.75	$ 210.00	$ 9,450.00	$ 21.00	**$ 945.00**
43	8-20.5 SP	Wood Illumination Pole and Solar Fixture	EA	14	$ 2,000.00	$ 28,000.00	$ 5,626.00	$ 78,764.00	$ 6,122.85	$ 85,719.90	$ 6,400.00	$ 89,600.00	$ 1,000.00	**$ 14,000.00**
44	8-21.5 SP	Permanent Signage	LS	1	$ 7,000.00	$ 7,000.00	$ 9,594.00	$ 9,594.00	$ 10,240.00	$ 10,240.00	$ 18,798.00	$ 18,798.00	$ 15,000.00	**$ 15,000.00**
45	8-22.5 SP	Red Curb Paint	LF	75	$ 10.00	$ 750.00	$ 3.69	$ 276.75	$ 3.20	$ 240.00	$ 5.00	$ 375.00	$ 7.00	**$ 525.00**
46	8-22.5 SP	Yellow Curb Paint	LF	70	$ 10.00	$ 700.00	$ 3.69	$ 258.30	$ 3.20	$ 224.00	$ 4.00	$ 280.00	$ 6.00	**$ 420.00**
47	8-22.5 SP	Plastic Sharrow Symbol	EA	2	$ 500.00	$ 1,000.00	$ 1,168.50	$ 2,337.00	$ 1,012.00	$ 2,024.00	$ 500.00	$ 1,000.00	$ 800.00	**$ 1,600.00**
48	8-22.5 SP	Paint "No Parking-Fire Lane"	EA	5	$ 500.00	$ 2,500.00	$ 43.05	$ 215.25	$ 38.00	$ 190.00	$ 6.00	$ 30.00	$ 600.00	**$ 3,000.00**
49	8-22.5 SP	Parking Stall Striping, per stall	EA	50	$ 25.00	$ 1,250.00	$ 43.05	$ 2,152.50	$ 37.29	$ 1,864.50	$ 15.00	$ 750.00	$ 110.00	**$ 5,500.00**
50	8-22.5 SP	Yellow Paint at Trailheads	LF	50	$ 10.00	$ 500.00	$ 6.15	$ 307.50	$ 5.60	$ 280.00	$ 6.00	$ 300.00	$ 7.00	**$ 350.00**
51	8-22.5	Plastic Crosswalk Line	SF	220	$ 10.00	$ 2,200.00	$ 18.45	$ 4,059.00	$ 16.00	$ 3,520.00	$ 8.00	$ 1,760.00	$ 7.00	**$ 1,540.00**
52	8-22.5	Painted Double Yellow Line	LF	70	$ 15.00	$ 1,050.00	$ 3.69	$ 258.30	$ 3.30	$ 231.00	$ 8.00	$ 560.00	$ 11.00	**$ 770.00**
53	8-22.5	Plastic Stop Line	SF	95	$ 10.00	$ 950.00	$ 18.45	$ 1,752.75	$ 15.75	$ 1,496.25	$ 20.00	$ 1,900.00	$ 10.00	**$ 950.00**
54	8-22.5 SP	Plastic Access Parking Space Symbol	EA	3	$ 500.00	$ 1,500.00	$ 553.50	$ 1,660.50	$ 472.50	$ 1,417.50	$ 500.00	$ 1,500.00	$ 700.00	**$ 2,100.00**
55	8-22.5	Right Turning Arrow	EA	1	$ 500.00	$ 500.00	$ 553.50	$ 553.50	$ 495.00	$ 495.00	$ 250.00	$ 250.00	$ 700.00	**$ 700.00**
56	8-33.5 SP	Precast Concrete Wheel Stop	EA	50	$ 80.00	$ 4,000.00	$ 153.75	$ 7,687.50	$ 133.00	$ 6,650.00	$ 250.00	$ 12,500.00	$ 150.00	**$ 7,500.00**
57	8-35.5 SP	Yellow Plastic Tubular Markers	EA	12	$ 200.00	$ 200.00	$ 153.75	$ 1,845.00	$ 133.00	$ 1,596.00	$ 35.00	$ 420.00	$ 500.00	**$ 6,000.00**
OTHER ITEMS														
58	1-04.11	Final Cleaning	LS	1	$ 2,500.00	$ 2,500.00	$ 9,225.00	$ 9,225.00	$ 3,500.00	$ 3,500.00	$ 16,450.00	$ 16,450.00	$ 3,000.00	**$ 3,000.00**
59	6-20.5 SP	Pedestrian Bridge Installation	LS	1	$ 7,500.00	$ 7,500.00	$ 30,750.00	$ 30,750.00	$ 12,000.00	$ 12,000.00	$ 55,870.00	$ 55,870.00	$ 8,000.00	**$ 8,000.00**
60	6-21.5 SP	Pedestrian Bridge Abutment	EA	1	$ 40,000.00	$ 40,000.00	$ 64,427.40	$ 64,427.40	$ 87,547.00	$ 87,547.00	$ 45,870.00	$ 45,870.00	$ 55,000.00	**$ 55,000.00**
61	8-02.5 SP	Hog Fuel - Dog Path, Animal-Friendly	CY	132	$ 15.00	$ 1,980.00	$ 58.59	$ 7,733.88	$ 57.50	$ 7,590.00	$ 65.00	$ 8,580.00	$ 35.00	**$ 4,620.00**
62	8-02.5 SP	Topsoil Type A	CY	65	$ 85.00	$ 5,525.00	$ 75.00	$ 4,875.00	$ 53.00	$ 3,445.00	$ 72.00	$ 4,680.00	$ 80.00	**$ 5,200.00**
63	8-02.5 SP	Fine Compost	CY	43	$ 85.00	$ 3,655.00	$ 72.00	$ 3,096.00	$ 57.00	$ 2,451.00	$ 75.00	$ 3,225.00	$ 80.00	**$ 3,440.00**
64	8-02.5 SP	Seeding, Fertilizing, and Mulching - Erosion Control Seed Mix	AC	1.5	$ 10,000.00	$ 15,000.00	$ 5,279.40	$ 7,919.10	$ 4,220.00	$ 6,330.00	$ 6,800.00	$ 10,200.00	$ 10,000.00	**$ 15,000.00**
65	8-02.5 SP	Root Barrier	LF	400	$ 10.00	$ 4,000.00	$ 21.00	$ 8,400.00	$ 12.95	$ 5,180.00	$ 45.00	$ 18,000.00	$ 20.00	**$ 8,000.00**
66	8-02.5 SP	PSIPE Plantings	LS	1	$ 50,000.00	$ 50,000.00	$ 45,150.00	$ 45,150.00	$ 40,374.13	$ 40,374.13	$ 56,625.00	$ 56,625.00	$ 22,000.00	**$ 22,000.00**
67	8-12.5 SP	4-ft. Coated Chain-Link Fence	LF	315	$ 45.00	$ 14,175.00	$ 61.50	$ 19,372.50	$ 42.21	$ 13,296.15	$ 45.00	$ 14,175.00	$ 45.00	**$ 14,175.00**
68	8-24.5 SP	Gravity Block Wall	SF	115	$ 50.00	$ 5,750.00	$ 52.89	$ 6,082.35	$ 49.50	$ 5,692.50	$ 76.00	$ 8,740.00	$ 50.00	**$ 5,750.00**
69	8-26.5 SP	Removable Recycled Plastic Bollard	EA	2	$ 1,000.00	$ 2,000.00	$ 1,845.00	$ 3,690.00	$ 1,730.00	$ 3,460.00	$ 1,200.00	$ 2,400.00	$ 1,400.00	**$ 2,800.00**
70	8-27.5 SP	Single Unit Bike Rack	EA	14	$ 400.00	$ 5,600.00	$ 430.50	$ 6,027.00	$ 867.78	$ 12,148.92	$ 1,800.00	$ 25,200.00	$ 1,000.00	**$ 14,000.00**
71	8-32.5 SP	Type 6 Boulder	EA	10	$ 1,000.00	$ 10,000.00	$ 430.50	$ 4,305.00	$ 480.00	$ 4,800.00	$ 550.00	$ 5,500.00	$ 550.00	**$ 5,500.00**
72	8-34.5 SP	Trail 1/4 Mile Post Marker	EA	4	$ 700.00	$ 2,800.00	$ 185.00	$ 740.00	$ 610.00	$ 2,440.00	$ 250.00	$ 1,000.00	$ 400.00	**$ 1,600.00**
73	8-36.5 SP	Wood Fence	LF	535	$ 46.00	$ 24,610.00	$ 49.26	$ 26,354.10	$ 46.43	$ 24,840.05	$ 49.00	$ 26,215.00	$ 35.00	**$ 18,725.00**
74	8-36.5 SP	Post Wood Fence	LF	200	$ 32.00	$ 6,400.00	$ 50.00	$ 10,000.00	$ 29.55	$ 5,910.00	$ 35.00	$ 7,000.00	$ 38.00	**$ 7,600.00**
75	8-36.5 SP	Cedar Wood Fence	LF	175	$ 85.00	$ 14,875.00	$ 101.39	$ 17,743.25	$ 84.42	$ 14,773.50	$ 89.00	$ 15,575.00	$ 50.00	**$ 8,750.00**
76	8-36.5 SP	Dog Park Doubles Gates	EA	3	$ 500.00	$ 1,500.00	$ 1,199.25	$ 3,597.75	$ 250.00	$ 750.00	$ 270.00	$ 810.00	$ 2,800.00	**$ 8,400.00**
77	8-36.5 SP	Maintenance Vehicle Gate	EA	2	$ 600.00	$ 1,200.00	$ 3,075.00	$ 6,150.00	$ 422.00	$ 844.00	$ 425.00	$ 850.00	$ 3,500.00	**$ 7,000.00**
78	8-37.5 SP	Benches	EA	15	$ 1,300.00	$ 19,500.00	$ 1,850.00	$ 27,750.00	$ 1,504.00	$ 22,560.00	$ 6,500.00	$ 97,500.00	$ 1,400.00	**$ 21,000.00**
79	8-38.5 SP	Picnic Table Concrete Pads – 20-ft. Diam.	CY	68	$ 275.00	$ 18,700.00	$ 287.50	$ 19,550.00	$ 769.98	$ 52,358.64	$ 1,100.00	$ 74,800.00	$ 400.00	**$ 27,200.00**
80	8-38.5 SP	Picnic Table	EA	7	$ 1,700.00	$ 11,900.00	$ 2,000.00	$ 14,000.00	$ 1,941.00	$ 13,587.00	$ 2,880.00	$ 20,160.00	$ 1,700.00	**$ 11,900.00**
					SubTotal	**$ 897,454.00**		**$ 1,123,104.74**		**$ 1,278,675.64**		**$ 1,664,436.00**		**$ 989,850.81**
					Sales Tax (9.3%)	$ 83,463.22		$ 104,448.74		$ 118,916.83		$ 154,792.55		**$ 92,056.13**
					Total Bid	**$ 980,917.22**		**$ 1,227,553.48**		**$ 1,397,592.47**		**$ 1,819,228.55**		**$ 1,081,906.94**

US Safety Alliance
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Everett, WA 98201
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1-10.5 Payment

1-10.5(1) Lump Sum Bid for Project (No Unit Items)

(December 30, 2022 APWA GSP) *Modification*

Revise the pay item name to read:

Project Temporary Traffic Control	Lump Sum

The lump sum bid price shall be full compensation for all materials, labor, flag-persons, signage, traffic control/warning devices such as cones, barricades, vehicles, and any other tools and equipment required to furnish, install, and maintain Traffic Control. All signs and devices shall be in accordance with the most current edition of the MUTCD standards (Manual for Traffic Control Devices). The lump sum price bid shall be paid proportionate to the lineal feet of pipe in roadway satisfactorily installed.

END OF DIVISION 1

DIVISION 2

EARTHWORK

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DIVISION 2

EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.3 Construction Requirements

2-01.3(1) Clearing

(October 3, 2017, City of Lake Stevens GSP) *Supplement*

Section 2-01.3(1) is supplemented with the following:

It is intended to save trees wherever possible. The Limits of Disturbance are approximate. Any and all trees requiring removal in order to accommodate construction shall be removed and disposed of as incidental to the pay item "Clearing and Grubbing" and shall not be paid for separately. Up to 10 trees may need to be removed to construct the trail alignment. These shall be removed and disposed of as incidental to the pay item "Clearing and Grubbing" and shall not be paid for separately.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

(*****) *Supplement*

Section 2-02.3 is supplemented with the following:

Removal of Chain-Link Fence or Removal of Wood Fence

This Work shall consist of removing chain link fence including posts, anchors, braces, and gates. Chain link fencing and posts shall be removed in their entirety. No close cutting of posts will be permitted.

Voids left by post removal, which will not be obliterated by the Contractor's operations, shall be backfilled in 6-inch lifts of granular material with each lift compacted with a minimum of three passes of a mechanical tamper.

All materials removed shall become the property of the Contractor and shall be disposed of outside the project limits.

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

(October 3, 2017, City of Lake Stevens GSP) *Supplement*

Item 1 in Section 2-02.3(3) is revised to read:

1. Haul broken-up pieces off-site and disposed of to a certified acceptance facility.

Section 2-02.3(3) is supplemented with the following:

Sawcutting

All full-depth saw cuts shall be continuous, and shall be made with saws specifically equipped for the purpose. No skip cutting or jack hammering will be allowed unless specifically approved otherwise in writing by the Engineer. The location of all pavement cuts shall be where shown in the Plans or as approved by the Engineer in the field before cutting commences.

The approximate thickness of the asphalt concrete pavement is variable between 3 and 8 inches.

All sawcutting performed in the Contract shall provide for and include removal and disposal of slurry created from water cooling/lubrication, in accordance with the Washington State Department of Ecology regulations. Waste material (slurry) shall not be allowed to enter drainage systems, ditches, or streams.

Removal and disposal of the existing edge of asphalt pavement shall be incidental to the pay item "Sawcutting" and shall not be paid for separately.

2-02.4 Measurement

Section 2-02.4 is supplemented with the following:

"Removal of Chain-Link Fence" will be measured by the linear foot along the line and slope of the fence prior to removal and as staked by the Engineer.

"Removal of Wood Fence" will be measured by the linear foot along the line and slope of the fence prior to removal and as staked by the Engineer.

"Sawcutting" existing pavement will be measured by the linear foot along the surface being cut.

"Removing Cement Concrete Sidewalk" will be measured by the square yard of sidewalk removed prior to removal.

"Removing Cement Concrete Curb and Gutter" will be measured by the linear foot along the line and slope of the existing curb and gutter prior to removal.

Removal of asphalt concrete pavement will not be measured and will be included in the pay item for "Road Excavation Incl. Haul.

Removal of existing pipe will be measured by the linear foot along the line and slope of the pipe prior to removal. Any existing pipe removed within the limits of Roadway excavation or Structure excavation will not be measured and will be included in the pay item for "Road Excavation Incl. Haul" or "Structure Excavation Cl. B Incl. Haul.

Removal of existing drainage Structures will be measured per each for each drainage Structure removed.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

Removal of Chain-Link Fence	Linear Foot
Removal of Wood Fence	Linear Foot
Sawcutting	Linear Foot

The unit Contract price per linear foot for "Removal of Chain-Link Fence" and "Removal of Wood Fence" shall be full pay for performing the Work as specified, including disposal.

The unit Contract price per linear foot for "Sawcutting" shall be full pay for all costs necessary to complete the Work as specified regardless of the depth encountered or the material to be cut, including collection, removal, and disposal of slurry.

Removing Cement Conc. Sidewalk	Square Yard
Removing Cement Conc. Curb and Gutter	Linear Foot

The unit Contract price per square yard for "Removing Cement Conc. Sidewalk" and per linear foot for "Removing Cement Conc. Curb and Gutter" shall be full pay for performing the Work as specified, including disposal.

Removing Asphalt Conc. Pavement	Square Yard

The unit Contract price per square yard for "Removing Asphalt Conc. Pavement" shall be full pay for performing the Work as specified, including disposal.

Removal of Catch Basin & Plug Pipe	Each
Removal of 12-in. Diam. DI Culvert	Linear Foot

The unit Contract price per each for "Remove Catch Basin & Plug Pipe" shall be full pay for performing the Work as specified, including disposal.

The unit Contract price per linear foot for "Remove 12" Diam. DI Culvert" shall be full pay for performing the Work as specified, including disposal.

2-03 ROADWAY EXCAVATING AND EMBANKMENT

2-03.3 Construction Requirements

Section 2-03.3 is supplemented with the following:

2-03.3(20) Grade Dog Park Smooth

The Contractor shall grade out a smooth finish in the immediate vicinity of the dog park with existing materials. This is intended to remove depressions or other irregular ground surface within the proposed dog park area.

2-03.4 Measurement

"Grade Dog Park Smooth" will be measured by the square yard for the areas in the dog park that are smoothed out.

2-03.5 Payment

Grade Dog Park Smooth	Square Yard

The unit Contract price for "Grade Dog Park Smooth" shall be full payment for all work associated with this item.

END DIVISION 2

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DIVISION 5

SURFACE TREATMENTS

AND PAVEMENTS

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DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

(June 19, 2017 City of Lake Stevens GSP) *Replacement*

Delete WSDOT Amended Section 5-04, Hot Mix Asphalt, and replace it with Section 5-04, Hot Mix Asphalt as printed in the Standard Specifications for Road, Bridge and Municipal Construction, 2016 edition.

5-04.3 Construction Requirements

5-04.3(7) Preparation of Aggregates

5-04.3(7)A Mix Design

5-04.3(7)A2 Statistical or Nonstatistical Evaluation

Delete this Section and replace it with the following:

5-04.3(7)A2 Nonstatistical Evaluation

(January 16, 2014 City of Lake Stevens GSP) *Replacement*

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Be submitted to the Project Engineer on WSDOT Form 350-042.
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with WSDOT Test Method T 718 or based on historic anti-strip and aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs utilized that include RAP will be completed without the inclusion of the RAP.

At or prior to the preconstruction meeting, the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within one year of the approval date
- The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The proposed mix design by a qualified City or County laboratory mix design report that is within one year of the approval date.

The mix design will be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO Material Reference Laboratory (AMRL) program.

At the discretion of the Engineer, agencies may accept mix designs verified beyond the one-year verification period with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

5-04.3(8)A Acceptance Sampling and Testing - HMA Mixture

5-04.3(8)A1 General

(January 16, 2014 City of Lake Stevens GSP) *Replacement*

Delete this Section and replace it with the following:

Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the Contract Documents.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).

Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a Contractor's Certificate of Compliance letter stating the material meets the HMA requirements defined in the Contract.

5-04.3(8)A4 Definition of Sampling Lot and Sublot

(January 16, 2014 City of Lake Stevens GSP) *Supplement*

Section 5-04.3(8)A4 is supplemented with the following:

For HMA in a structural application, sampling and testing for total project quantities less than 400 tons is at the discretion of the Engineer. For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed:

If test results are found to be within Specification requirements, additional testing will be at the Engineers discretion.

If test results are found not to be within Specification requirements, additional testing as needed to determine a CPF shall be performed.

5-04.3(8)A5 Test Results

(January 16, 2014 City of Lake Stevens GSP) *Deletion*

The first paragraph of this Section is deleted.

5-04.3(8)A6 Test Methods

(January 16, 2014 City of Lake Stevens GSP) *Replacement*

Delete this Section and replace it with the following:

Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If tested, compliance of Va will be use WSDOT Standard Operating Procedure SOP 731. Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing for compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.

5-04.5 Payment

(January 13, 2021 WSDOT GSP) *Supplement*

Section 5-04.5 is supplemented with the following:

HMA Cl. 1/2-in. PG 64-22	Ton

The unit Contract price per ton for “HMA CL. 1/2" PG 58H-22” shall be as full payment for all work to provide the asphalt overlay as shown on the contract plans.

Asphalt Cost Price Adjustment

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following Bid items when they are included in the Proposal:

“HMA Cl. ___ PG ___”

“HMA for Approach Cl. PG ___”

“HMA for Preleveling Cl. ___ PG ___”

“HMA for Pavement Repair Cl. ___ PG ___”

“Commercial HMA”

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish the asphalt binder reference cost twice each month and post the information on the Agency website at:

http://www.wsdot.wa.gov/Business/Construction/EscalationClauses.htm

The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

The base cost established for this Contract is the reference cost posted on the Agency website for the period immediately preceding the Bid opening date.

Adjustments will be based on the most current reference cost for Western Washington or Eastern Washington as posted on the Agency website, depending on where the Work is performed. For Work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which Contract time was exhausted. The adjustment will be calculated as follows:

No adjustment will be made if the reference cost is within 5% of the base cost.

If the reference cost is greater than or equal to 105% of the base cost, then Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where Q = total tons of all classes of HMA paid in the current month's progress payment.

Asphalt Cost Price Adjustment	By Calculation

"Asphalt Cost Price Adjustment" will be calculated and paid for as described in this Section. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

5-04.5(1) Quality Assurance Price Adjustments

5-04.5(1)B Price Adjustments for Quality of HMA Compaction

(January 16, 2014 City of Lake Stevens GSP) *Replacement*

Delete this Section and replace it with the following:

The maximum CPF of a compaction lot is 1.00.

For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.

END OF DIVISION 5

DIVISION 6

STRUCTURES

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DIVISION 6

STRUCTURES

6-20 PEDESTRIAN BRIDGE INSTALLATION

6-20.1 Description

The contractor will pick up an Owner-provided 40' long by 8' wide aluminum pedestrian bridge from Lake Stevens Public Works yard, deliver to project site and place on new cement concrete abutment walls without damaging abutments, aluminum bridge, stream, or wetlands. Refer to bridge plans in the plan set and bridge calculations in the Project Manual Appendix E.

6-20.4 Measurement

No specific unit of measurement will be made for "Pedestrian Bridge Installation."

The unit Contract price for "Pedestrian Bridge Abutment" shall be per each.

6-20.5 Payment

Pedestrian Bridge Installation	Lump Sum

Payment will be made for "Pedestrian Bridge Installation" per lump sum including construction of an access route to the site and supplying any equipment to lift the bridge into place.

6-21 PEDESTRIAN BRIDGE ABUTMENT

6-21.1 Description

The contractor will construct two (2) reinforced cement contract pedestrian bridge abutment wall foundations per the plan set. For material and construction requirements refer to the structural plans. The work also includes the construction of the attached wing walls of the north abutment.

6-21.4 Measurement

Measurement for "Pedestrian Bridge Abutment" shall be per each as shown on the plans.

6-21.5 Payment

Pedestrian Bridge Abutment	Each

The unit Contract price per each for "Pedestrian Bridge Abutment" shall be full pay for labor, materials, equipment, and all costs necessary to complete placement as indicated on the plans.

END OF DIVISION 6

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CITY COUNCIL STAFF REPORT

Agenda Date: 6/18/2024

Subject: Reece Construction Contract for the construction of the 2024 Pavement Preservation

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: The low bid was $999,666, which exceeds the budget for this project by $99,666. Public Works staff have reviewed the bid and understand it to be competitive and provide a valuable economy of scale. As a result, staff recommend the award of this contract with a future budget amendment for the additional $99,666 in construction expenditures. The reality of pavement preservation and capital projects, in general, is that costs do not tend to go down with time. In addition, the more tonnage of asphalt reduced unit prices, so it is is in the best interest of the community to get as much pavement preserved as possible in 2024 by awarding the base bid and the two additives.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve Budget increase and Authorize the Mayor to sign the construction contract with Reece Construction Group for the 2024 Pavement Preservation

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SUMMARY/BACKGROUND:

The Public Works Department solicited for bids on May 23, 2024. A bid opening was held the morning of June 6, 2024. There were a total of 6 bids received, with the low bid from Reece Construction Group. at $999,666. Public Works has verified bidder's responsibility and now seeks a motion from Council to authorize the Mayor to sign the construction contract for this project. This contract has 50 working days. The project is currently scheduled to be completed near the end of September 2024

APPLICABLE CITY POLICIES:

ATTACHMENTS:
1. 24002_BID Tabulation_240606
2. 24002_PW Contract_240614

Lake Stevens
2024 Pavement Preservation
Bid Tabulation

*Apparent Low Bid

May 22 2023

					Granite Construction		Central Paving		Lakeside Industries		Reece Construction		JB Asphalt	
Item No.	**Spec. Section**	**Description**	**Unit**	**Quantity**	**unit price**	**total**	**unit price**	**total**	**unit price**	**total**	**unit price**	**total**	**unit price**	**total**
		Schedule A – Base Bid (Sites 1, 2, 3 & 6)												
A1	1-04.4	Minor Change	EST	1	**$ 10,000.00**	$ 10,000.00	**$ 10,000.00**	$ 10,000.00	**$ 10,000.00**	$ 10,000.00	**$ 10,000.00**	$ 10,000.00	**$ 10,000.00**	$ 10,000.00
A2	1-07.15	SPCC Plan	LS	1	$ 1,940.00	$ 1,940.00	$ 500.00	$ 500.00	$ 250.00	$ 250.00	$ 710.00	$ 710.00	$ 575.00	$ 575.00
A3	1-07.23 SP	Pedestrian Control and Protection	LS	1	$ 5,000.00	$ 5,000.00	$ 29,750.00	$ 29,750.00	$ 37,400.00	$ 37,400.00	$ 5,500.00	$ 5,500.00	$ 6,325.00	$ 6,325.00
A4	1-09.7	Mobilization	LS	1	$ 108,500.00	$ 108,500.00	$ 87,250.00	$ 87,250.00	$ 78,000.00	$ 78,000.00	$ 51,500.00	$ 51,500.00	$ 73,000.00	$ 73,000.00
A5	1-10 SP	Project Temporary Traffic Control	LS	1	$ 175,000.00	$ 175,000.00	$ 63,500.00	$ 63,500.00	$ 83,500.00	$ 83,500.00	$ 61,500.00	$ 61,500.00	$ 110,000.00	$ 110,000.00
A6	45323	Clearing and Grubbing	LS	1	$ 19,500.00	$ 19,500.00	$ 13,750.00	$ 13,750.00	$ 10,700.00	$ 10,700.00	$ 1,650.00	$ 1,650.00	$ 5,750.00	$ 5,750.00
A7	2-02 SP	Removing Cement Conc. Curb and Gutter	LF	400	$ 50.00	$ 20,000.00	$ 26.50	$ 10,600.00	$ 48.00	$ 19,200.00	$ 26.00	$ 10,400.00	$ 18.00	$ 7,200.00
A8	2-02 SP	Removing Cement Conc. Sidewalk	SY	330	$ 275.00	$ 90,750.00	$ 35.00	$ 11,550.00	$ 77.00	$ 25,410.00	$ 53.00	$ 17,490.00	$ 35.00	$ 11,550.00
A9	45325	Pavement Repair Excavation Incl. Haul.	CY	130	$ 325.00	$ 42,250.00	$ 229.00	$ 29,770.00	$ 155.00	$ 20,150.00	$ 60.00	$ 7,800.00	$ 145.00	$ 18,850.00
A10	45386	CSTC for Subgrade	TON	200	$ 50.00	$ 10,000.00	$ 210.50	$ 42,100.00	$ 85.00	$ 17,000.00	$ 40.00	$ 8,000.00	$ 55.00	$ 11,000.00
A11	45416	Planing Bituminous Pavement	SY	14,700	$ 7.50	$ 110,250.00	$ 3.15	$ 46,305.00	$ 4.65	$ 68,355.00	$ 3.75	$ 55,125.00	$ 5.75	$ 84,525.00
A12	5-04 SP	HMA for Pavement Repair CL. 1/2 In. PG 58H-22	TON	220	$ 225.00	$ 49,500.00	$ 224.50	$ 49,390.00	$ 190.00	$ 41,800.00	$ 175.00	$ 38,500.00	$ 200.00	$ 44,000.00
A13	5-04 SP	HMA Cl. 1/2 In. PG 58H-22	TON	75	$ 250.00	$ 18,750.00	$ 192.00	$ 14,400.00	$ 184.00	$ 13,800.00	$ 143.00	$ 10,725.00	$ 125.00	$ 9,375.00
A14	5-04 SP	HMA Cl. 1/2 In. PG 58H-22 (Fiber Reinforced)	TON	1,700	$ 175.00	$ 297,500.00	$ 141.00	$ 239,700.00	$ 133.00	$ 226,100.00	$ 132.00	$ 224,400.00	$ 125.00	$ 212,500.00
A15	5-04 SP	Asphalt Cost Price Adjustment	CALC	1	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
A16	45478	Adjust Catch Basin	EA	9	$ 1,000.00	$ 9,000.00	$ 1,125.00	$ 10,125.00	$ 60.00	$ 540.00	$ 1,200.00	$ 10,800.00	$ 805.00	$ 7,245.00
A17	45478	Adjust Manhole	EA	11	$ 1,000.00	$ 11,000.00	$ 1,125.00	$ 12,375.00	$ 60.00	$ 660.00	$ 1,200.00	$ 13,200.00	$ 805.00	$ 8,855.00
A18	7-05 SP	Adjust Water Valve Box	EA	33	$ 750.00	$ 24,750.00	$ 891.00	$ 29,403.00	$ 60.00	$ 1,980.00	$ 685.00	$ 22,605.00	$ 575.00	$ 18,975.00
A19	45478	Adjust Gas Valve Box	EA	3	$ 750.00	$ 2,250.00	$ 891.00	$ 2,673.00	$ 60.00	$ 180.00	$ 685.00	$ 2,055.00	$ 575.00	$ 1,725.00
A20	45505	Erosion Control and Water Pollution Prevention	LS	1	$ 15,000.00	$ 15,000.00	$ 500.00	$ 500.00	$ 540.00	$ 540.00	$ 3,750.00	$ 3,750.00	$ 575.00	$ 575.00
A21	45505	Inlet Protection	EA	42	$ 125.00	$ 5,250.00	$ 100.00	$ 4,200.00	$ 73.00	$ 3,066.00	$ 87.00	$ 3,654.00	$ 85.00	$ 3,570.00
A22	45506	Property Restoration	EST	1	**$ 9,500.00**	$ 9,500.00	**$ 9,500.00**	$ 9,500.00	**$ 9,500.00**	$ 9,500.00	**$ 9,500.00**	$ 9,500.00	**$ 9,500.00**	$ 9,500.00
A23	45508	Cement Conc. Curb and Gutter	LF	400	$ 45.00	$ 18,000.00	$ 36.25	$ 14,500.00	$ 53.00	$ 21,200.00	$ 41.50	$ 16,600.00	$ 38.00	$ 15,200.00
A24	45508	Cement Conc. Pedestrian Curb	LF	430	$ 45.00	$ 19,350.00	$ 36.25	$ 15,587.50	$ 47.00	$ 20,210.00	$ 34.50	$ 14,835.00	$ 38.00	$ 16,340.00
A25	45510	Cement Conc. Driveway Entrance	SY	60	$ 100.00	$ 6,000.00	$ 99.00	$ 5,940.00	$ 118.00	$ 7,080.00	$ 103.50	$ 6,210.00	$ 104.00	$ 6,240.00
A26	45514	Tubular Marker	EA	13	$ 250.00	$ 3,250.00	$ 170.00	$ 2,210.00	$ 265.00	$ 3,445.00	$ 258.00	$ 3,354.00	$ 180.00	$ 2,340.00
A27	45517	Adjust Monument Case and Cover	EA	7	$ 750.00	$ 5,250.00	$ 962.00	$ 6,734.00	$ 60.00	$ 420.00	$ 685.00	$ 4,795.00	$ 1,050.00	$ 7,350.00
A28	8-14 SP	Detectable Warning Surface	SF	167	$ 80.00	$ 13,360.00	$ 80.50	$ 13,443.50	$ 53.00	$ 8,851.00	$ 34.50	$ 5,761.50	$ 84.00	$ 14,028.00
A29	8-14 SP	Cement Conc. Sidewalk	SY	220	$ 325.00	$ 71,500.00	$ 295.00	$ 64,900.00	$ 83.00	$ 18,260.00	$ 247.00	$ 54,340.00	$ 308.00	$ 67,760.00
A30	45526	Permanent Signing	LS	1	$ 20,000.00	$ 20,000.00	$ 18,175.00	$ 18,175.00	$ 19,800.00	$ 19,800.00	$ 21,000.00	$ 21,000.00	$ 9,800.00	$ 9,800.00
A31	45526	Paint Line	LF	11,000	$ 1.50	$ 16,500.00	$ 1.55	$ 17,050.00	$ 1.15	$ 12,650.00	$ 1.15	$ 12,650.00	$ 1.60	$ 17,600.00
A32	45526	Plastic Stop Line	LF	45	$ 20.00	$ 900.00	$ 16.50	$ 742.50	$ 17.00	$ 765.00	$ 16.50	$ 742.50	$ 17.25	$ 776.25
A33	45526	Plastic Crosswalk	SF	1,500	$ 15.00	$ 22,500.00	$ 11.00	$ 16,500.00	$ 10.00	$ 15,000.00	$ 9.75	$ 14,625.00	$ 11.50	$ 17,250.00
					Schedule A Total	**$ 1,232,450.00**		**$ 893,273.50**		**$ 795,962.00**		**$ 723,927.00**		**$ 829,929.25**
		Schedule B – Additive 1 (Site 4)												
B1	1-04.4	Minor Change	CALC	1	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
B2	1-07.15	SPCC Plan	LS	1	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00	$ 200.00	$ 200.00	$ 710.00	$ 710.00	$ 575.00	$ 575.00
B3	1-07.23 SP	Pedestrian Control and Protection	LS	1	$ 200.00	$ 200.00	$ 6,125.00	$ 6,125.00	$ 5,600.00	$ 5,600.00	$ 5,500.00	$ 5,500.00	$ 575.00	$ 575.00
B4	1-09.7	Mobilization	LS	1	$ 3,000.00	$ 3,000.00	$ 17,925.00	$ 17,925.00	$ 6,700.00	$ 6,700.00	$ 20,000.00	$ 20,000.00	$ 21,400.00	$ 21,400.00
B5	1-10 SP	Project Temporary Traffic Control	LS	1	$ 11,476.00	$ 11,476.00	$ 13,045.00	$ 13,045.00	$ 16,500.00	$ 16,500.00	$ 29,000.00	$ 29,000.00	$ 16,675.00	$ 16,675.00
B6	1-Feb	Clearing and Grubbing	LS	1	$ 500.00	$ 500.00	$ 4,590.00	$ 4,590.00	$ 4,400.00	$ 4,400.00	$ 1,650.00	$ 1,650.00	$ 2,300.00	$ 2,300.00
B7	4-Apr	CSTC for Subgrade	TON	10	$ 50.00	$ 500.00	$ 210.00	$ 2,100.00	$ 400.00	$ 4,000.00	$ 40.00	$ 400.00	$ 58.00	$ 580.00
B8	4-May	Planing Bituminous Pavement	SY	3,270	$ 4.50	$ 14,715.00	$ 3.15	$ 10,300.50	$ 5.50	$ 17,985.00	$ 3.00	$ 9,810.00	$ 5.75	$ 18,802.50
B9`	5-04 SP	HMA Cl. 1/2 In. PG 58H-22	TON	410	$ 160.00	$ 65,600.00	$ 118.25	$ 48,482.50	$ 128.00	$ 52,480.00	$ 118.00	$ 48,380.00	$ 125.00	$ 51,250.00
B10	5-04 SP	Asphalt Cost Price Adjustment	CALC	1	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00
B11	5-Jul	Adjust Manhole	EA	9	$ 950.00	$ 8,550.00	$ 1,125.00	$ 10,125.00	$ 60.00	$ 540.00	$ 1,200.00	$ 10,800.00	$ 805.00	$ 7,245.00
B12	7-05 SP	Adjust Water Valve Box	EA	4	$ 750.00	$ 3,000.00	$ 891.00	$ 3,564.00	$ 60.00	$ 240.00	$ 685.00	$ 2,740.00	$ 575.00	$ 2,300.00
B13	5-Jul	Adjust Gas Valve Box	EA	7	$ 750.00	$ 5,250.00	$ 891.00	$ 6,237.00	$ 60.00	$ 420.00	$ 685.00	$ 4,795.00	$ 575.00	$ 4,025.00
B14	1-Aug	Erosion Control and Water Pollution Prevention	LS	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 250.00	$ 250.00	$ 3,750.00	$ 3,750.00	$ 575.00	$ 575.00
B15	1-Aug	Inlet Protection	EA	16	$ 115.00	$ 1,840.00	$ 100.00	$ 1,600.00	$ 73.00	$ 1,168.00	$ 87.00	$ 1,392.00	$ 85.00	$ 1,360.00
B16	2-Aug	Property Restoration	EST	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
B17	4-Aug	Cement Conc. Pedestrian Curb	LF	30	$ 40.00	$ 1,200.00	$ 36.25	$ 1,087.50	$ 60.00	$ 1,800.00	$ 34.50	$ 1,035.00	$ 38.00	$ 1,140.00
B18	13-Aug	Adjust Monument Case and Cover	EA	5	$ 700.00	$ 3,500.00	$ 965.00	$ 4,825.00	$ 60.00	$ 300.00	$ 685.00	$ 3,425.00	$ 1,050.00	$ 5,250.00
B19	8-14 SP	Cement Conc. Sidewalk	SY	20	$ 300.00	$ 6,000.00	$ 295.00	$ 5,900.00	$ 118.00	$ 2,360.00	$ 144.00	$ 2,880.00	$ 308.00	$ 6,160.00
B20	22-Aug	Paint Line	LF	3,945	$ 1.20	$ 4,734.00	$ 1.55	$ 6,114.75	$ 1.15	$ 4,536.75	$ 1.15	$ 4,536.75	$ 1.60	$ 6,312.00
B21	22-Aug	Plastic Crosswalk	SF	60	$ 15.00	$ 900.00	$ 16.50	$ 990.00	$ 10.00	$ 600.00	$ 10.00	$ 600.00	$ 17.25	$ 1,035.00
					Schedule B Total	**$ 135,000.00**		**$ 146,546.25**		**$ 122,614.75**		**$ 153,938.75**		**$ 150,094.50**
		Schedule C – Additive 2 (Site 5)												
C1	1-04.4	Minor Change	CALC	1	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
C2	1-07.15	SPCC Plan	LS	1	$ 750.00	$ 750.00	$ 500.00	$ 500.00	$ 200.00	$ 200.00	$ 700.00	$ 700.00	$ 575.00	$ 575.00
C3	1-07.23 SP	Pedestrian Control and Protection	LS	1	$ 200.00	$ 200.00	$ 9,000.00	$ 9,000.00	$ 3,500.00	$ 3,500.00	$ 5,500.00	$ 5,500.00	$ 2,300.00	$ 2,300.00
C4	1-09.7	Mobilization	LS	1	$ 3,000.00	$ 3,000.00	$ 18,000.00	$ 18,000.00	$ 4,400.00	$ 4,400.00	$ 5,300.00	$ 5,300.00	$ 11,500.00	$ 11,500.00
C5	1-10 SP	Project Temporary Traffic Control	LS	1	$ 10,371.00	$ 10,371.00	$ 16,500.00	$ 16,500.00	$ 14,500.00	$ 14,500.00	$ 15,500.00	$ 15,500.00	$ 16,675.00	$ 16,675.00
C6	4-May	Planing Bituminous Pavement	SY	3,820	$ 4.50	$ 17,190.00	$ 3.15	$ 12,033.00	$ 5.40	$ 20,628.00	$ 3.60	$ 13,752.00	$ 5.75	$ 21,965.00
C7	5-04 SP	HMA Cl. 1/2 In. PG 58H-22 (Fiber Reinforced)	TON	480	$ 165.00	$ 79,200.00	$ 147.00	$ 70,560.00	$ 137.00	$ 65,760.00	$ 127.00	$ 60,960.00	$ 125.00	$ 60,000.00
C8	5-04 SP	Asphalt Cost Price Adjustment	CALC	1	$ 41.00	$ 41.00	$ 41.00	$ 41.00	$ 41.00	$ 41.00	$ 41.00	$ 41.00	$ 41.00	$ 41.00
C9`	5-Jul	Adjust Manhole	EA	4	$ 950.00	$ 3,800.00	$ 1,100.00	$ 4,400.00	$ 60.00	$ 240.00	$ 1,250.00	$ 5,000.00	$ 805.00	$ 3,220.00
C10	7-05 SP	Adjust Water Valve Box	EA	6	$ 750.00	$ 4,500.00	$ 891.00	$ 5,346.00	$ 60.00	$ 360.00	$ 685.00	$ 4,110.00	$ 575.00	$ 3,450.00
C11	5-Jul	Adjust Gas Valve Box	EA	1	$ 750.00	$ 750.00	$ 891.00	$ 891.00	$ 60.00	$ 60.00	$ 685.00	$ 685.00	$ 575.00	$ 575.00
C12	1-Aug	Erosion Control and Water Pollution Prevention	LS	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 250.00	$ 250.00	$ 3,750.00	$ 3,750.00	$ 575.00	$ 575.00
C13	22-Aug	Paint Line	LF	3,915	$ 1.20	$ 4,698.00	$ 1.55	$ 6,068.25	$ 1.15	$ 4,502.25	$ 1.15	$ 4,502.25	$ 1.60	$ 6,264.00
					Schedule C Total	**$ 127,000.00**		**$ 145,839.25**		**$ 116,441.25**		**$ 121,800.25**		**$ 129,140.00**
				Total Bid		**$ 1,494,450.00**		**$ 1,185,659.00**		**$ 1,035,018.00**		**$ 999,666.00**		**$ 1,109,163.75**

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this **19** day of **June, 2024** by and between the City of Lake Stevens, a non-charter code city of the State of Washington, hereinafter referred to as "the City", and Reece Construction Company, a Washington Corporation ("Contractor")

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

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

1. Scope of Work.

The Contractor shall do all work and furnish all tools, materials, and equipment in order to accomplish the following project:

2024 Pavement Preservation, Project No. 24002

in accordance with and as described in

A. this Contract, and

B. the Project Manual, which include the attached plans, Specifications, Special Provisions, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond, and

C. the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as "the standard specifications",

D. City of Lake Stevens Engineering Standards (referenced but not attached)

E. Other____

F. Addenda (If any)

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Project Manual.

2. Time for Performance and Liquidated Damages / Termination of Contract.

A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be substantially completed within **40 working days for Schedule A, 5 working days for Schedule B, and 5 working days for Schedule C** after said notice to proceed, unless a different time frame is expressly provided in writing by the City.

B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.

C. Termination of Contract.

1. 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.

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

3. Compensation and Method of Payment.

A. The City shall pay the Contractor for work performed under this Contract as detailed in the bid, as incorporated in the Project Manual.

B. 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. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form.

D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).

E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized 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) days thereafter.

4. Independent Contractor Relationship.

The relationship created by this Contract is that of independent contracting entities. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Contract. The Contractor shall assume full responsibility for payment of all wages and salaries and all federal, state, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, workers compensation insurance, social security, and income tax withholding.

5. Prevailing Wage Requirements.

The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC. The Contractor shall document compliance with said requirements and shall file with the City appropriate affidavits, certificates, and/or statements of compliance with the State prevailing wage requirements. The Washington State Prevailing Wage Rates For Public Works Contracts, Snohomish County, incorporated in this Contract have been established by the Department of Labor & Industries and are included as an Attachment to this Contract. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the prevailing wage and documentation requirements as set forth herein.

6. Indemnification and Hold Harmless.

A. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers against and from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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 Contract 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.

7. 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 e 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 City 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 $2,000,000 each occurrence, $2,000,000 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 Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the 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 ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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 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.

8. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, including regulations for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as set forth in the Project Manual.

B. The Contractor shall pay any applicable business and permit fees and taxes which may be required for the performance of the work.

C. The Contractor shall comply with all legal and permitting requirements as set forth in the Project Manual.

9. Non-discrimination.

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.

A. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above-stated minorities.

B. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

10. 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 Owner 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 Owner may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in conformance with the contract documents. If the Owner, 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 divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any subcontractor or assignee.

H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.

I. In addition to all other obligations of the contractor, if the contractor does employ any approved subcontractor, the contractor shall supply to every approved subcontractor a copy of the form, provided in the project manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The contractor, each approved subcontractor and each approved lower-tier subcontractor shall complete and deliver the form directly to the City.

11. Contract Administration and Notices.

This Contract shall be administered for the City by the Project Manager, Erik Mangold, and shall be administered for the Contractor by the Contractor's Contract Representative, Andy Reece, President. 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: To Contractor

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

Reece Construction Company
Attn: Andy Reece, President
PO Box 1531
Marysville, WA 98270
Telephone: 360-659-9600

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.

12. Interpretation and Venue. This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Snohomish County, Washington.

13. 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.

14. 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.

15. 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.

16. 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.

17. Counterparts and Signatures.

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

18. **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.

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

CITY OF LAKE STEVENS	CONTRACTOR BUSINESS NAME
By:________________________	By:________________________
Mayor	________________________ Printed Name & Title

Attest:

____

Kelly Chelin, City Clerk

Approved as to Form:

____

Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT

Agenda Date: 6/18/2024

Subject: Ordinance 1184 for Community Services Officer - Code Enforcement

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:
Approve Ordinance 1184 for Community Services Officer - Code Enforcement

SUMMARY/BACKGROUND:
It is appropriate to amend the relevant provisions of the LSMC to be consistent with current nomenclature for non-full commissioned positions within the Lake Stevens Police Department to which the Chief of Police may assign a "limited commission" for the enforcement of animal control laws and parking regulations. The Police Services Officer title was changed to Community Services Officer. With legislative changes from SB5051 in 2021 to SB5424 in 2024 regarding changes to RCW 10.93 – Washington Mutual Aid Peace Officers Powers Act - Definition of general authority, limited authority, and special commissioned peace officers the ordinance needs to update to reflect those changes. This update allows the Community Service Officer to perform enforcement for animal control and parking violations with a Limited Commission by the Chief of Police.

APPLICABLE CITY POLICIES:

ATTACHMENTS:
1. Ordinance for Community Services Officer Code Enforcement 4892-9219-9623.1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON CONCERNING LIMITED COMMISSIONS FOR CODE ENFORCEMENT OF ANIMAL CONTROL AND PARKING REGULATIONS BY THE POLICE DEPARTMENT; AMENDING CHAPTERS 2.32 AND 7.12 OF THE LAKE STEVENS MUNICIPAL CODE ("LSMC"); PROVIDING FOR THE MAKING OF CORRECTIONS, SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY, AND FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary and appropriate to amend the relevant provisions of the LSMC to be consistent with current nomenclature for non-full commissioned positions within the Lake Stevens Police Department to which the Chief of Police may assign a "limited commission" for the enforcement of animal control laws and parking regulations;

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

Section 1. Lake Stevens Municipal Code ("LSMC") Chapter 2.32 is hereby amended by the following revisions to section 2.32.030 (2) concerning special commissions (deletions shown by ~~strikethrough~~ and additions shown by underline) to read as follows:

2.32.030 Position Appointments/Commissions.

(a) The Mayor, or City Administrator pursuant to executive authority provided by the Mayor, shall appoint a Police Chief who will serve at the Mayor or City Administrator's pleasure. The major duties, responsibilities, and qualifications of the Police Chief shall be those described in his/her position description. The authority to appoint and remove other Police Department Staff shall be vested in the executive authority of the Mayor as may be delegated to the Chief, subject to applicable police civil service rules.

(b) Commissions. The Police Chief is authorized to issue the following commissions of law enforcement authority:

(1) Full commissions shall be issued to all general authority police officers in the police department who are employed on a full-time, fully compensated basis.

(2) Limited Commission – Code Enforcement Officers. The Chief of Police may issue limited commissions as code enforcement officers to department heads or supervisors and City employees designated by the department director employed in the Planning and Community Development and Public Works Departments as code enforcement officers; <u>and to employees of the Police Department employed</u>

as a Community Service Officer or other non-general authority police officer positions in the police department as employed from time to time.. ~~Such~~ This limited commission shall authorize such persons to initiate, issue and serve notice of civil infractions for violations of the Lake Stevens Municipal Code in those areas for which their department is directly responsible. Said commissions shall not authorize such persons to carry firearms or effect any arrest for any violation. Said commission shall not vest any person with any police civil service or police pension rights under federal, Washington State law or under any ordinance or regulation.

(3) Special commissions may be issued to law enforcement officers of other jurisdictions pursuant to Chapter 10.93 RCW.

Section 2 Section 7.12.020 LSMC AUTHORITY (Parking Regulations) is hereby amended (deletions shown by ~~strikeout~~ and additions by underline) to read as follows:

A Police Officer, ~~Police~~ Community Services Officer or authorized Fire District Employee may enforce the provisions of this chapter.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

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

Section 5. Effective Date. This ordinance may be published by Summary Publication and shall become effective five days after passage and summary publication by ordinance title only.

PASSED by the City Council and APPROVED by the Mayor this __ day of _____ 2024.

CITY OF LAKE STEVENS

____
Brett Gailey, Mayor

ATTEST:

____
Kelly Chelin, City Clerk

APPROVED AS TO FORM:

____
Greg Rubstello, City Attorney

Date of publication: ________________

Effective Date (5 days after publication):___________________

CITY COUNCIL STAFF REPORT

Agenda Date: 6/18/2024

Subject: Adopt a Formal Name for the Park Formerly Known as 20th Street Ballfields

Contact Person/Department: Jill Meis, Parks Department

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
Adopt "West Lake Park" as the formal name for the park formerly known as 20th Street Ballfields.

SUMMARY/BACKGROUND:
Pursuant to the adopted Policy P-3-90 regarding park and facility naming, the Parks and Recreation Planning Board held a public hearing on May 13, 2024, to consider a name and forward a recommendation to the City Council for final adoption. Staff solicited names via local newspaper and electronically for a period of not less than two weeks. A notice of public hearing was also published on April 19, 2024, in the Herald newspaper and posted at City Hall. The Parks and Recreation Planning Board reviewed all submissions and deliberated at the public hearing. The Board unanimously adopted the preferred name "West Lake Park". According to item 4. of policy P-3-90, the City Council will consider the recommendation submitted by the Park Board, together with all recommendations submitted to the Park Board. The final decision on the name for a city facility will be made by a resolution of the Council. All submissions and the policy are attached for review.

APPLICABLE CITY POLICIES:
P-3-90 Naming Policy

ATTACHMENTS:
1. Resolution No. 2024-05

2. 20th Street Ballfields Name Submissions
3. Revised Naming Policy P-3-90

RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, RELATING TO NAMING THE PARK LOCATED AT 8629 20TH STREET SE, "WEST LAKE PARK"

WHEREAS, Lake Stevens adopted Policy P-30-90 relating to formal naming of public facilities and parks ; and

WHEREAS, Lake Stevens solicited proposed names from the public for a period of not less that two weeks; and

WHEREAS, a public hearing was properly noticed and held before the Parks and Recreation Planning Board on May 13, 2024; and

WHEREAS, the Parks and Recreation Planning Board unanimously approved the name West Lake Park; and

WHEREAS, the City wishes to formally adopt a name for the park located at 8629 20th Street;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. To name the property located at 8629 20th Street SE, Lake Stevens, West Lake Park.

Section 2. This resolution shall take effect and be in full force upon passage and signature hereon.

PASSED by the City Council of the City of Lake Stevens this 18th day of June, 2024.

____
Brett Gailey, Mayor

ATTEST:

By:______________________________
Kelly M. Chelin, City Clerk

The ballfield property will also include a dog park and trailhead for a future regional trail that connects to Marysville. Please submit your entry below.
Parky Mcparkface
Cavelero-Bayview Park
Cavalero Park and Trailhead
Meis Park. This is someone who has dedicated years to improving the City's parks and recreation and takes personal responsibility for making things happen.
Ebey View Park
Power Line Park
Olympic Park
Jackie Robinson Park or Robinson Park (first Black baseball player)
Electric Park
Big Rock Park
Power Park
Live Wire Park
The Heart Park of Lake-Stevens
Caballero complex
McCallum Park Named after one of the founders of the state sport, Pickleball.
Powerful Park, Take Charge Park, Charged Up Park
1) Coach Tom Triumph Park (TRI-iumph or Triumph Park) 2) Coach Tom Tri Park 3) Gridiron Glory 4) Touchdown Terrace
Hartford Park
Lake Stevens Park
Powerline Park.
Lushootseed Park
20th Street Power Line Park; Power Line Park
Westview Park & Trailhead
Westlake Hub or Westlake Complex
SOUTH20
Vikings Community Recreation Park
Nikola Tesla Park and Power Field (Alternating current power distribution lines were invented by Tesla, the power lines are a unique feature).
Ron Brooks

Title: Celebrating Thor Heyerdahl Park: A Tribute to Norwegian Immigrants

Introduction: Lake Stevens, a picturesque city nestled in the heart of Washington state, has a rich history shaped by the contributions of its diverse community. Among the many immigrant groups that have left an indelible mark on this region, the Norwegian population stands out. Their hard work, resilience, and cultural heritage have significantly influenced Lake Stevens’ development. As the city prepares to unveil a new park, it is only fitting to honor the legacy of one of Norway’s most celebrated explorers: Thor Heyerdahl. Let us explore why naming this park after Heyerdahl would be a meaningful tribute to the Norwegian immigrants who helped build Lake Stevens.

Thor Heyerdahl: A Visionary Explorer: Thor Heyerdahl, born in 1914, was an adventurer, anthropologist, and writer. His daring expeditions captured the world’s imagination and challenged conventional wisdom. Heyerdahl’s most famous voyage was the 1947 Kon-Tiki expedition, during which he sailed a balsa wood raft across the Pacific Ocean from South America to Polynesia. His goal was to prove that ancient civilizations could have crossed vast oceans using primitive vessels. The success of the Kon-Tiki journey showcased Heyerdahl’s courage, determination, and commitment to understanding humanity’s past.

Norwegian Immigrants in Lake Stevens: Lake Stevens owes much of its early development to Norwegian immigrants who settled here in the late 19th and early 20th centuries. These hardworking pioneers cleared forests, built homes, and established farms. They contributed to the growth of the local economy, shaping the landscape that we cherish today. Their cultural heritage, strong work ethic, and sense of community laid the foundation for Lake Stevens’ prosperity.

Why Name the Park After Thor Heyerdahl?

1. Inspiration and Exploration:
- Heyerdahl’s adventurous spirit resonates with the essence of a park—a place where people explore, play, and connect with nature.

Bayview Trail
The John Spencer Recreational Park AKA “Spencer Park”
Hawkins Whitsell Park - first two mayors
Bayview
Kathy Holder Park (Council Member Holder who was also a Veteran and local school teacher was a strong supporter of our local Parks system)-SL
Gridiron greenbelt, on account of all the power lines running along the park. TAA
Taylor Swift Fields
Evergreen Park And Trail
Dog Park McBall Face
Pilchuck Park
Mitchell Park
Viking Park
Skyline Park
Trestle Park
Reptar
Highline park. Because of the power lines.
Pilchuck Path Mt Pilchuck Park
Historical Names from Staff
Swallwell, Hewitt, Fobes, Pipe Line

CRITERIA FOR NAMING CITY PARKS AND FACILITIES

City Policy No.: P-3-90

Effective: October 9, 1990

The following criteria for naming city parks and facilities is adopted as a procedural guideline:

1. Upon receiving a request from an individual or group, the Parks and Recreation Director will decide if the request is timely. City Council or staff may also initiate this process if a new park or facility is built or if an existing park or facility name needs to be reconsidered.
2. If the request is timely, the director will refer the matter to the Park Board. If the Park Board agrees it is timely, the board will solicit public comment for a period of not less than two weeks, by posting in the local newspaper, city website and other outlets.
3. The Park Board will hold a public hearing where all proposed names will be presented. The public hearing will also hold public comment where additional names can be brought forward. The Park Board will adopt by a majority vote on the preferred name. The preferred name and a recommendation will be forwarded to the City Council.
4. The City Council will consider the recommendation submitted by the Park Board, together with all recommendations submitted to the Park Board. The final decision on the name for a city facility will be made by a resolution of the Council.

Recognizing that the naming or renaming of a park or facility should be approached cautiously with forethought and deliberation, the following criteria shall be used by both the Park Board and City Council in determining the name of a city park or facility:

1. City facilities should bear a name which meets one of the following criteria:
    a. The name should represent the unique historical significance of the site; or,
    b. The name should reflect some unique natural quality or feature of the area; or,
    c. The name may identify a national or internationally recognized person who has had a positive influence on the world; or,
    d. The name may honor a group of people or event of local or historical significance; or,
    e. The name may recognize a local individual or group who has contributed to the betterment of the City, or, who has played an important role in the development of the community.
2. When proposing to name a city facility in honor of a local individual or group, or other person of distinction, the following criterial shall be utilized:
    a. Individuals will be considered who have made an outstanding contribution to the facility either by providing the initial idea for the project, or by contributing time or material resources to the project.

CITY OF LAKE STEVENS PARKS AND RECREATION

b. Individual swill be considered who have played an important role in the community in such areas as civic or youth work, business, recreation programs, cultural development, or athletic activities.
c. Individuals will be considered whose name and some historical significance which will serve to enrich the background of the community.
d. Proposals shall be reviewed by staff to avoid duplication, confusing similarity or inappropriateness.

PASSED THIS 8th day of October 1990

AMENDED THIS 6th day of January 2024

Richard H Toyer

Richard H. Toyer, Mayor

Brett Gailey (Feb 15, 2024 13:53 PST)

Brett Gailey, Mayor (Amended by)

CITY COUNCIL STAFF REPORT

Agenda Date: 6/18/2024

Subject: Adopt Formal Trail Name for Trail From Marysville to Lake Stevens

Contact Person/Department: Jill Meis, Parks Department

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
Adopt the name "Bayview Trail" for the section of trail that extends this trail from Marysville to Lake Stevens

SUMMARY/BACKGROUND:
Lake Stevens has been working with the City of Marysville on developing a trail plan that continues the Bayview Trail. This existing trail starts at the Centennial Trail and travels south within the City of Marysville. With new phases of this trail, it will reach Soper Hill Road and continue to the city limits at the south end of Lake Stevens. Through this planning process, staff discovered the trail may be eligible for grant opportunities jointly with Marysville and separately. Additionally, the Bayview Trail has regional name recognition. If Lake Stevens adopts the Bayview Trail name, it allows for a congruent project that uses placemaking to identify the location and aesthetic of the trail. This regional identification has been successful with the Burke-Gilman and Centennial Trails, which travel through several cities but maintain their regional identification. This has proven to be beneficial for recreation users and for economic development initiatives.

The user experience would remain consistent throughout the trail as most users will not recognize when they flow from one jurisdiction to the other. It is a benefit for users to know there is connectivity and the trail doesn't end when the city limits end. Bayview, as the name suggests, is also well suited as users will have views of the bay while using the trail in Lake Stevens. Staff presented this idea to the Parks and Recreation

Planning Board and the board unanimously approved and forwarded a recommendation of adoption to the City Council.

APPLICABLE CITY POLICIES:

ATTACHMENTS:
None

CITY COUNCIL STAFF REPORT

Agenda Date: 6/18/2024

Subject: Public Works Board Preconstruction Loan

Contact Person/Department: Olin Anderson, Shannon Farrant, Public Works

Budget Impact: $911,011 plus interest

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
Motion to authorize the Mayor to sign an Applicant Certificate and for the City to apply for a Pre-Construction loan with the Washington State Public Works Board (PWB) for engineering design, permitting, and public outreach for replacement of the failing 36th Street NE bridge over Catherine Creek for the amount of $911,011 plus interest.

SUMMARY/BACKGROUND:
The loan request is to advance the replacement of the 36th Street NE bridge over Catherine Creek. The bridge is a creosote wood and concrete structure that is currently reduced to one lane traffic due to structural deterioration. This bridge has been repaired on several occasions over the last 15 years and has reached the end of its lifespan. The overall project will remove the existing bridge, replace it with a wider span bridge, and restore the stream to improve fish habitat. A new bridge at this location will preserve critical roadway infrastructure and has the potential to expand pedestrian access over the bridge as well.

This loan is to provide funding for the pre-construction phase of this project, projected to extend from 2024 to 2026, and would include environmental studies and site assessments, engineering design, necessary right of way acquisition, and environmental permitting. The recommended motion is dependent upon City legal review.

The projected cost of the pre-construction phase is $1,131,011. The City has approved in the 2024 budget $250,000 for the replacement of this bridge. Approximately

$220,000 of the approved budget will be used, in addition to the loan amount, to complete the pre-construction phase of the project.

The loan terms are as follows:

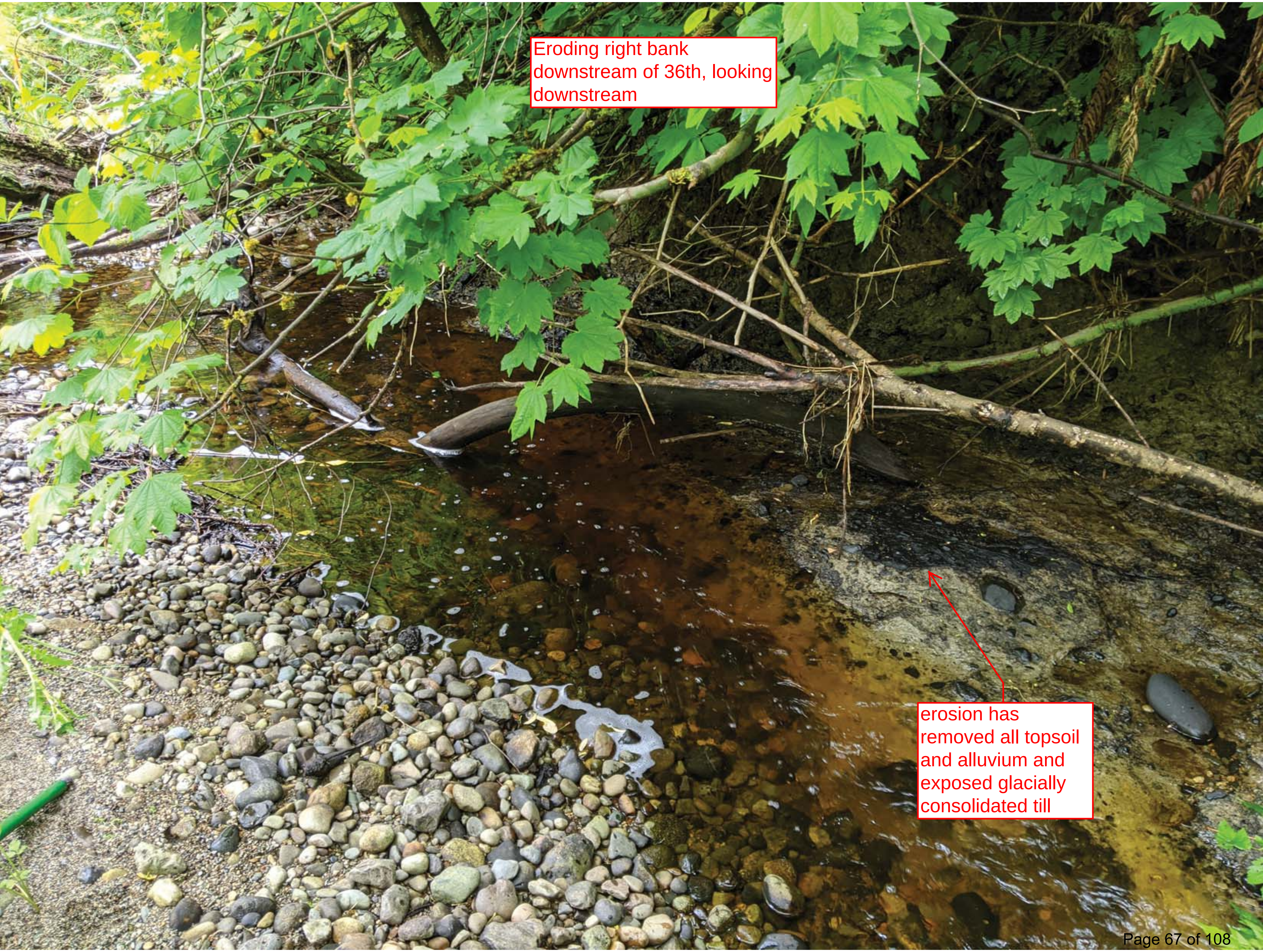
- Loan Term: 5 -years or less
- Interest Rate: 0.86% (interest rates are set at the beginning of each loan cycle)
- Matching: No Requirement
- Loan Fee: None
- Maximum Loan Amount for Pre-construction: $1 Million

The City may de-obligate what has not already been drawn from the loan. The loan may be altered by the PWB contract manager if there is a change in scope and/or reduction in the need for the loan amount. The same scope of work may not be funded by two sources. If the City receives grant funding for the project, the loan amount would be adjusted. Recently, the City has applied for RAISE Grant funds from the US-FHWA which may provide a significant portion, but not all, of the pre-construction loan request, if awarded the grant.

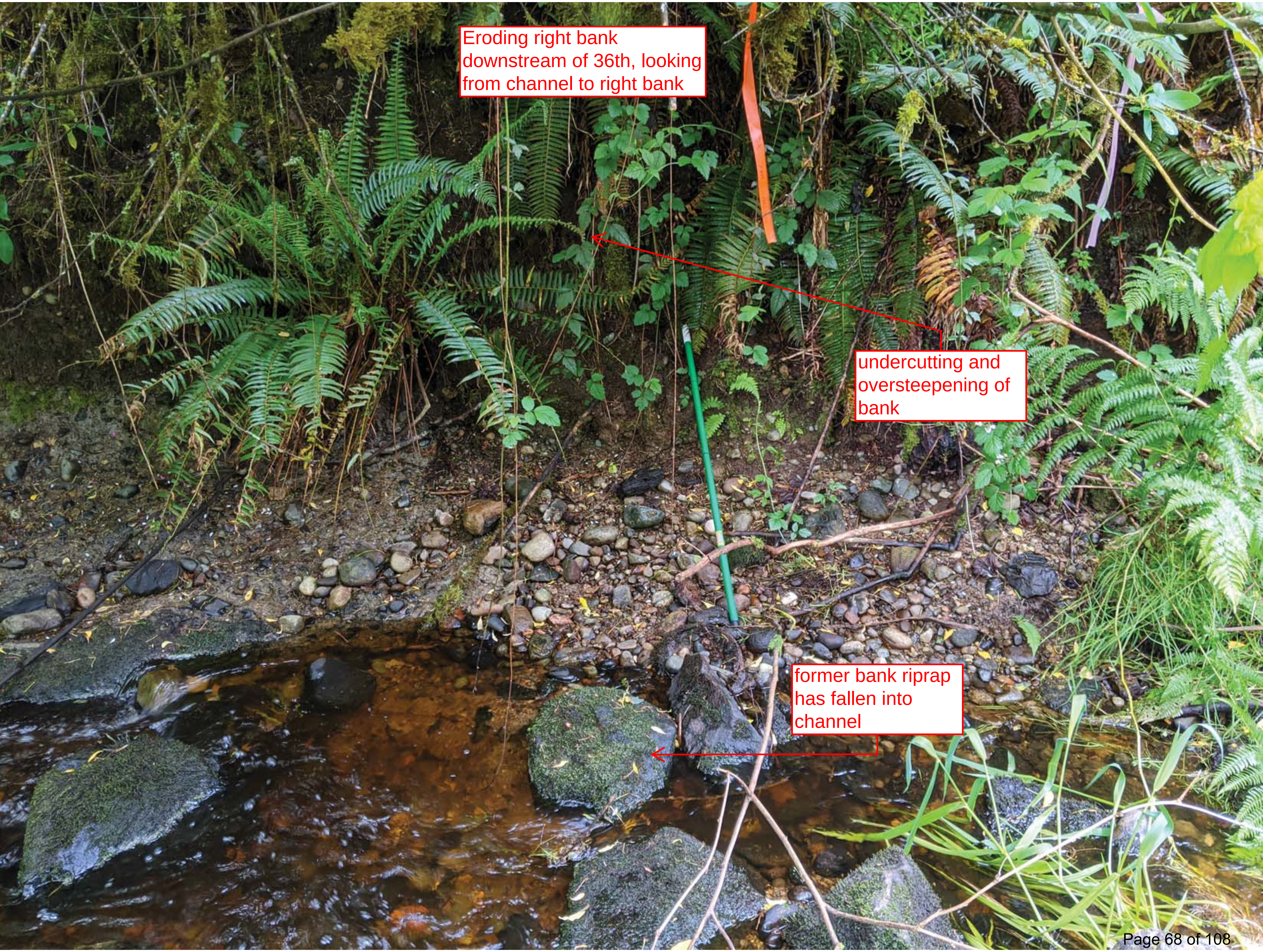
APPLICABLE CITY POLICIES:
PROCUREMENT POLICY

ATTACHMENTS:
1. 36thStNE-CatherineCreekBridgePhotos
2. ApplicantCertification_ready to be signed

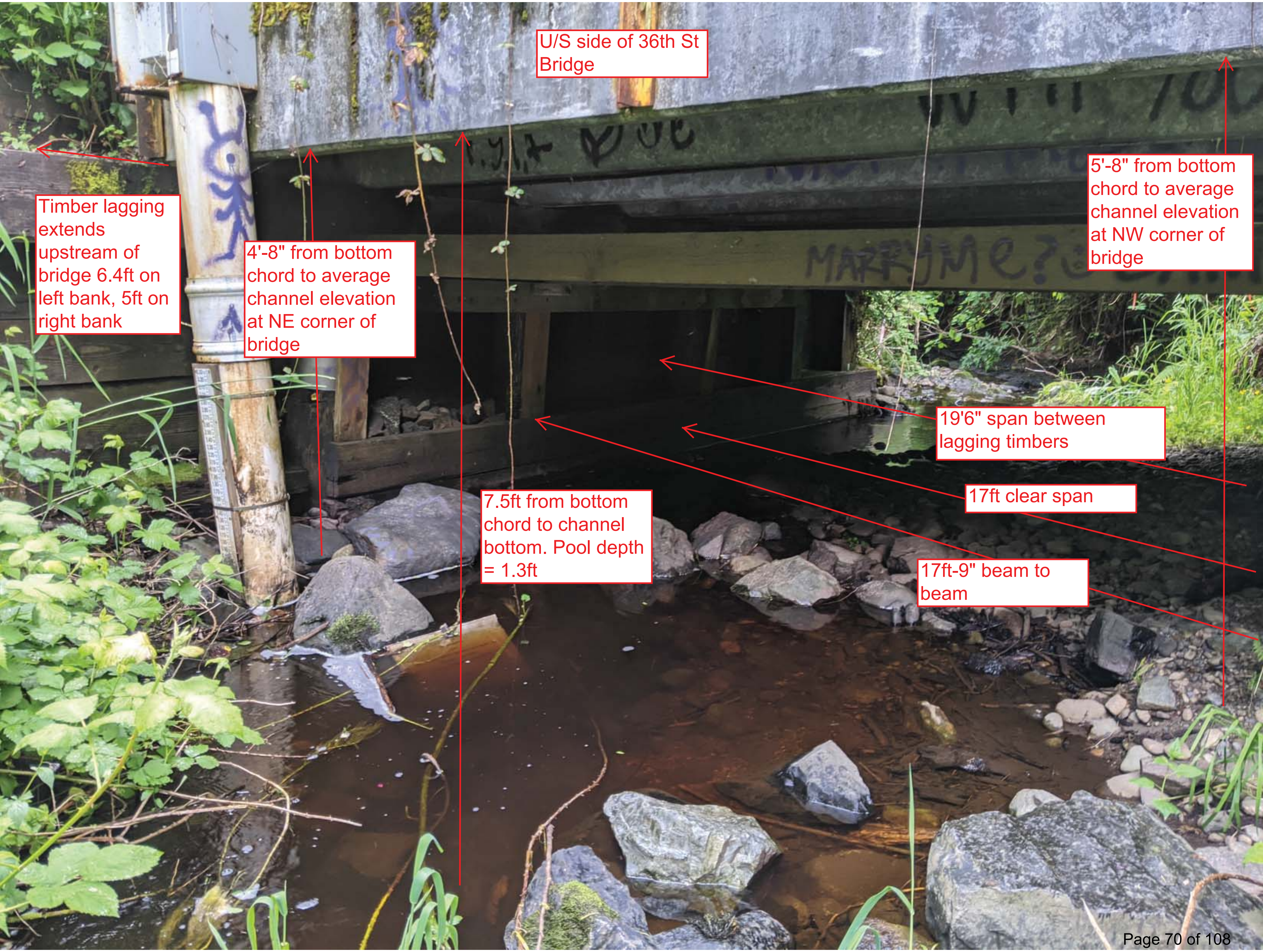
Channel downstream of
36th, looking downstream



Eroding right bank downstream of 36th, looking downstream
erosion has removed all topsoil and alluvium and exposed glacially consolidated till


Eroding right bank downstream of 36th, looking from channel to right bank
undercutting and oversteepening of bank
former bank riprap has fallen into channel


D/S side of 36th St Bridge
6.5ft from bottom chord to pool bottom; pool depth = 0.4ft
WS width = 8'-6"


U/S side of 36th St Bridge
Timber lagging extends upstream of bridge 6.4ft on left bank, 5ft on right bank
4'-8" from bottom chord to average channel elevation at NE corner of bridge
5'-8" from bottom chord to average channel elevation at NW corner of bridge
19'6" span between lagging timbers
17ft clear span
7.5ft from bottom chord to channel bottom. Pool depth = 1.3ft
17ft-9" beam to beam


Upstream of 36th St, Looking upstream
hydrologically connected,active wetlands on both sides of main channel


Primary channel upstream of
36th St, Looking downstream

Attachment - **Applicant Certification**

WHEREAS, the City of Lake Stevens is applying to the Washington State Public Works Board for a low-interest loan for an eligible project; and

WHEREAS, RCW 43.155.070 requires that applicants planning under RCW 36.70A.040 must have adopted comprehensive plans in conformance with the requirements of chapter 36.70A RCW, and must have adopted development regulations in conformance with requirements of chapter 36.70A RCW; and

WHEREAS, RCW 70A.205.055 requires a comprehensive Solid Waste Management Plan to be adopted by the city or county; and

WHEREAS, RCW 70.235.070 requires Greenhouse Gas Emission Reduction requirement; and

WHEREAS, RCW 43.155.070(8) requires that solid waste or recycling facility is consistent with and necessary to implement the comprehensive solid waste management plan adopted by the city or county under chapter 70A.205.055 RCW.

WHEREAS, the applicant certifies that it has a currently adopted plan for each and every one of the systems it owns and operates and that these plans fully conform to the specifics within this application; and

WHEREAS, RCW 43.155.070 requires that county and city applicants must have adopted the local optional one-quarter of one percent Real Estate Excise Tax, as described in chapter 82.46 RCW; and

WHEREAS, the local government must be using all local revenue sources which are reasonably available for funding public works, taking into consideration local employment and economic factors; and

WHEREAS, the applicant states that their Capital Facility Plan is consistent with the Comprehensive Land Use Plan of the jurisdiction in which they provide service; and

WHEREAS, the local governing body has approved submission of this application to the Public Works Board; and

WHEREAS, the applicant certifies that, there is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the applicant from repaying the loan extended by the Public Works Board with respect to such project. The applicant is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.

WHEREAS, the applicant recognizes and acknowledges that the information in the application forms is the only information, which will be considered in the evaluation and/or rating process. Incomplete responses will result in a reduced chance of funding. In order to ensure fairness to all, the Public Works Board does not accept any additional written materials or permit applicants to make presentations before the Board; and

WHEREAS, it is necessary that certain conditions be met as part of the application process; and

WHEREAS, RCW 43.155.060(3) requires that the project will be advertised for competitive bids and administered according to standard local procedure; and

WHEREAS, the loan will not exceed the maximum amount allowed by the Public Works Board of eligible costs incurred for the project; and

WHEREAS, any loan arising from this application constitutes a debt to be repaid, and Brett Gailey, Mayor has reviewed and concluded it has the necessary capacity to repay such a loan; and

WHEREAS, the information provided in this application is true and correct to the best of the government's belief and knowledge and it is understood that the state may verify information, and that untruthful or misleading information may be cause for rejection of this application or termination of any subsequent loan agreement(s); and

NOW THEREFORE, the City of Lake Stevens certifies that it meets these requirements, and further that it intends to enter into a loan agreement with the Public Works Board, provided that the terms and conditions are satisfactory to both parties.

Signed:	
Name:	Brett Gailey
Title:	Mayor
Date:	

CITY COUNCIL STAFF REPORT

Agenda Date: 6/18/2024

Subject: Contract with Flock Safety

Contact Person/Department: Dean Thomas, Police Department

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:
Request Council approve and authorize the Mayor to sign the Flock Safety Contract.

SUMMARY/BACKGROUND:
Section 5.3 Disclosure of Footage
Contract states that Flock may "access, use, preserve and/or disclose the Footage to LE, government and or third parties"--what is an example of a third party? In what situation would information be disclosed to a third party? (We reviewed the scenario of Flock potentially being subpoenaed for information and this is stating that we would comply with a court order; however a council member wanted clarification re: the "third party" piece specifically).

Regarding 5.3 Disclosure of Footage, an example would be a third party defense firm who obtains a subpoena requiring that Flock Safety turn over footage.

Lake Stevens requests that language be added into the contract so they would be notified within 24 hours if Flock had to disseminate their data as outlined in section 5.3. We can add language that Flock will notify Customer as soon as possible after receiving a request to disclose data under 5.3. We cannot commit to a 24 hour time frame as it sometimes takes time for the subpoena to be properly served, and for Flock to figure out who owns the cameras referenced in the subpoena.

Section 4.3 Anonymized Data
States "customer grants Flock the right to use anonymized data to improve..."

Is that exclusively internal or is there sharing with external entities/third parties to make these improvements? I thought the council member said sharing with 3rd parties was part of the language in this section and I wasn't confident in responding, but looking at it more closely, to confirm, this would be internal use by Flock, correct?

Regarding Section 4.3 Anonymized Data, Flock uses anonymized data internally to train our machine learning algorithm and improve our services.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 06.04.24. MSA - WA - Lake Stevens PD - Law Enforcement Agreement

Master Services Agreement

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

RECITALS

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

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

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

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

1. DEFINITIONS

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

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

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

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

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

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

1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

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

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

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

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

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

1.13 “***Permitted Purpose***” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “***Retention Period***” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “***Term***” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

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

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

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

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

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

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

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

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

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

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

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. <u>Flock does not own and shall not sell Customer Data.</u>

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

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

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations. For the avoidance of doubt, the Parties agree that Flock will provide the Customer with notice as soon as commercially reasonable after receiving any such request for disclosure of Footage.

Commented [TJ1]: To clarify, we can add language that Flock will notify Customer as soon as possible after receiving a request to disclose data under 5.3 as a compromise. Unfortunately, we cannot commit to a 24 hour time frame.

6. PAYMENT OF FEES

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

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

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

7. TERM AND TERMINATION

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

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

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

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

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

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

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

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

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

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

9. LIMITATION OF LIABILITY; INDEMNITY

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

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

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

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

10. INSTALLATION SERVICES AND OBLIGATIONS

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

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

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

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

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

11. MISCELLANEOUS

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

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

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

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer’s purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer’s purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

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

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

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

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

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

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

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

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

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

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: ______________________________

ATTN: ______________________________

EMAIL: ______________________________

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

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

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

CITY COUNCIL STAFF REPORT

Agenda Date: 6/18/2024

Subject: Five-Year Plan for Parks

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
Provide feedback and direction on the future growth of the Parks and Recreation Department.

SUMMARY/BACKGROUND:
The Parks and Recreation Department was tasked with developing a five-year plan aimed at departmental growth and increasing the level of service provided to the residence of Lake Stevens.

This plan encompasses several key initiatives, including a change in management of HOA parks located on city property, the acquisition of two county parks, and the development of parks as approved in the Capital Improvement Plan (CIP). Additionally, the plan focuses on expanding events and recreational programming. Attached is a high-level report outlining the potential expansion opportunities for the Parks and Recreation Department.

APPLICABLE CITY POLICIES:

ATTACHMENTS:
1. 5 Year Plan - Parks and Recreation Department

PARKS 5-YEAR PLAN

Staffing and Costs for Parks System Expansion

Overview of Presentation

- Staffing and Expenses for Park System Growth
  - Capital Projects
  - Park Management
  - Park Acquisition
  - Department & Recreational Programming Growth
  - Summary
- Future Organization Chart
  - Park Field Staff
  - Admin and Recreation Staff
- Future Revenue Sources
  - Overview
  - Potential Parks Levy
  - Park Impact Fees
- Discussion and Direction From Council

The information proposed in this presentation is based on known information and assumptions from the knowledge of staff.

In depth inspections will be required to verify park condition, needs and costs.

This report does not include a revamp of the 5-Year Capital Improvement plan which will included deferred maintenance for the current park system. This is expected by Q4 2024 for use with the 2025 budget.

CAPITAL PROJECTS - EXPANSION OF THE PARKS SYSTEM

	Field FTE	Seasonal FTE	Admin FTE	Operation $ Increase	Equipment	Budget Year Needed
Frontier Heights II	0.50	-	0.20	$20,000	$12,000	2025
20th Ball Field & Trail	0.50	-	0.10	$12,000	$40,000	2025
Eagle Ridge Park II	0.40	-	-	$15,000		2026
Cedarwood	0.10	-	-	$4,000		2026
South Lake Stevens Trail II	0.20	0.20	-	$4,000		2029
South Lake Stevens Trail III	0.20	0.20	-	$4,000		2029
Bayview Trail I	0.25	0.25	-	$4,000	$67,000	2026
Bayview Trail II	0.25	0.25	-	$4,000		2027
Bayview Trail III	0.25	0.25	-	$4,000		2028
Bayview Trail IV	0.25	0.25	-	$4,000		2029
Eagle Ridge Property Acquisition	0.05	-	-	$500		TBD
Pump Track & Climbing Wall (New Park)	0.25	-	-	$40,000		TBD
TOTAL	**3.20**	**1.40**	**0.30**	**$115,500**	**$119,000**	

FUTURE CHANGE IN MANAGEMENT

Properties Owned By City, Managed by Others

Park Name	Field FTE	Starting Park Needs	Yearly Operating $
Baker Vista	0.2	$97,000	$7,250
Bryce Park	0.2	$13,000	$7,250
Greenwood Village - 4th St NE	0.2	$114,000	$7,250
The Reserve -	0.1	$68,000	$3,625
The Reserve - 10th St NE	0.1	$75,000	$3,625
Totals	**0.8**	**$368,000**	**$29,000**

Parks with playground replacements.

Park Name	Field FTE	Starting Park Needs	Yearly Operating $
Catherine Drive	0.05	$30,000	$500
Cedar Road	0.05	$1,000	$1,815
Greenwood Village 1 - 125th	0.05	$5,000	$500
Summer Hill	0.05	$4,000	$1,815
Woodland Hills	0.08	$1,000	$1,815
Totals	**0.28**	**$41,000**	**$6,445**

$ 50,000 Equipment Needs

Includes: Enclosed Trailer, Mower, Weed Eaters, Blowers, and other small Tools/Equipment

Total Needs for 10 Locations

$ 50,000 Equipment Needs
$ 409,000 Starting Park Needs
$ 35,445 Operating Per Year
1.08 FTE

FUTURE CHANGE IN OWNERSHIP

Properties Owned by County

Future Acquisition by City

Park Name	Field FTE	Seasonal FTE	Admin FTE	Starting Park Needs	Security Cameras	Equipment	Yearly Operating $
Cavalero Hill	0.5	0.5	-	$50,000	$6,000 P1 $355,000 P2	$20,000	$68,000
Lake Stevens Community Park	1.0	2.0	0.3	$165,000	$91,000 P1 $201,000 P2	$182,000	$200,000 Revenue $40,000 Net $160,000
Totals	**1.5**	**2.5**	**0.3**	**$215,000**	**$653,000**	**$202,000**	**$268,000** Revenue $40,000 **Net $228,000**

Cavalero Cameras. Phase 1 = Network. Phase 2 = Electric, Light Poles, 9 Additional Cameras.

LS Community Park Camera. Phase 1 = Fiber, 9 Cameras, Network. Phase 2 = Light & Mass Poles, 5 Additional Cameras, Network.

Three Portable Camera Trailers can be purchased for $120,000 to be used between phases.

Other Information. This does not include converting fields into synthetic turf. Revenues can be evaluated to determine potential increase.

DEPARTMENT GROWTH

Needs to support the growth of the parks system, as well as recreational programming.

2025 Needs

1.0 FTE - Admin
Keep up with current demand from public inquiries, field support and growth from events and recreation programming in 2024. Build the volunteer program and add sport field reservations (Frontier and 20th)

1.0 FTE - Admin
Revenue Development Specialist - Focused on grant writing to allow parks and the city to continue funding capital and ongoing programs, sponsorships and other revenue generation. Position could cover its own staff costs with revenue generation.

2026 Needs

1.0 FTE - Admin
Add additional events, recreational programming and revise volunteer program.

1.0 FTE - Admin
Office Manager will need to be added to support organizational growth.

0.5 FTE - Field
Take over custodial at The Mill once City Hall moves and the building will be dedicated to public rentals.

1.0 FTE - Ranger
If the Park Ranger program is successful in 2025, a second ranger should be added for coverage 7 days a week and extended hours.

2027 + Needs

1.0 - 4.0 FTE - Admin
Expand recreational programming with a parks managed facility (old library and/or city hall).

Recreational type centers can be ran with a 80-100% cost recovery rate if desired.

SUMMARY

	FIELD FTE	SEASONAL FTE	ADMIN FTE	START UP $	SECURITY CAMERAS	OPERATING PER YEAR
CURRENT SHORTAGE	1.22 2023 Assessment	-	1.0	-	-	-
CAPITAL PROJECTS **(Parks System Expansion)**	3.20	1.40	0.3	$119,000 Excludes project costs	Included in project costs	$115,500
CHANGE IN MANAGEMENT **(HOA Parks)**	1.08	-	-	$459,000	-	$35,500
CHANGE IN OWNERSHIP **(County Parks)**	1.5	2.50	0.3	$417,000	$653,000	$268,000 Revenue $40,000 **Net $228,000**
DEPARTMENT GROWTH **(Mill Custodial Duties, Ranger & Rec Staff)**	1.5	-	5.0 - 8.0 +	-	-	-
TOTAL INCREASES	**8.5**	**3.9**	**6.6 - 9.6 +**	**$995,000**	**$653,000**	**$419,000**

Expenses shown do not include staffing costs of vehicles, uniforms, desk/office supplies, training, etc. Operating costs will need inflation costs yearly.

OTHER NOTES

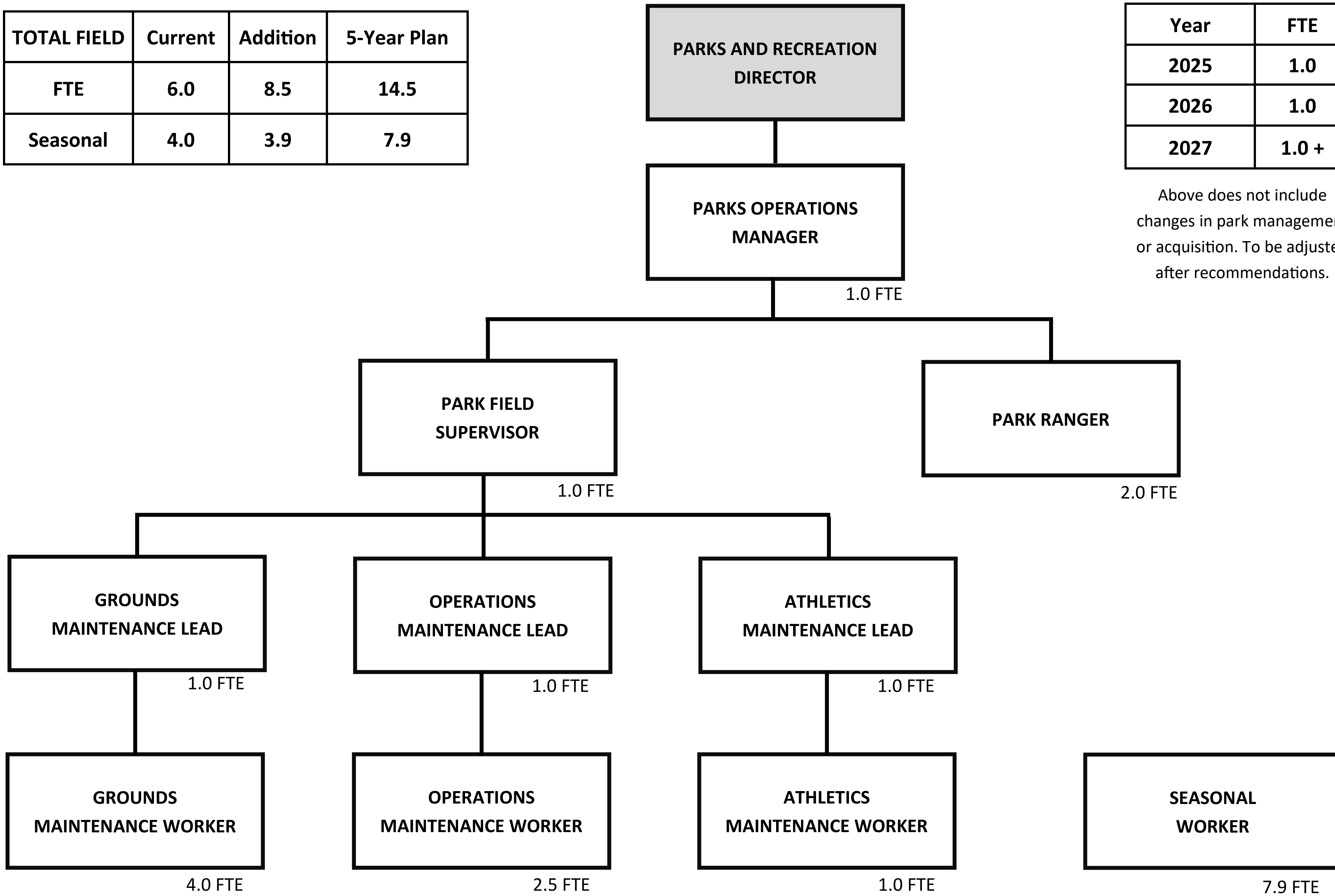
Centennial Trail, Two (2) Sections. Now Owned By City but not managed. Joint Maintenance Agreement is being sought.

Bonneville Field. Managed by Little League.

TOTAL FIELD	Current	Addition	5-Year Plan
FTE	6.0	8.5	14.5
Seasonal	4.0	3.9	7.9

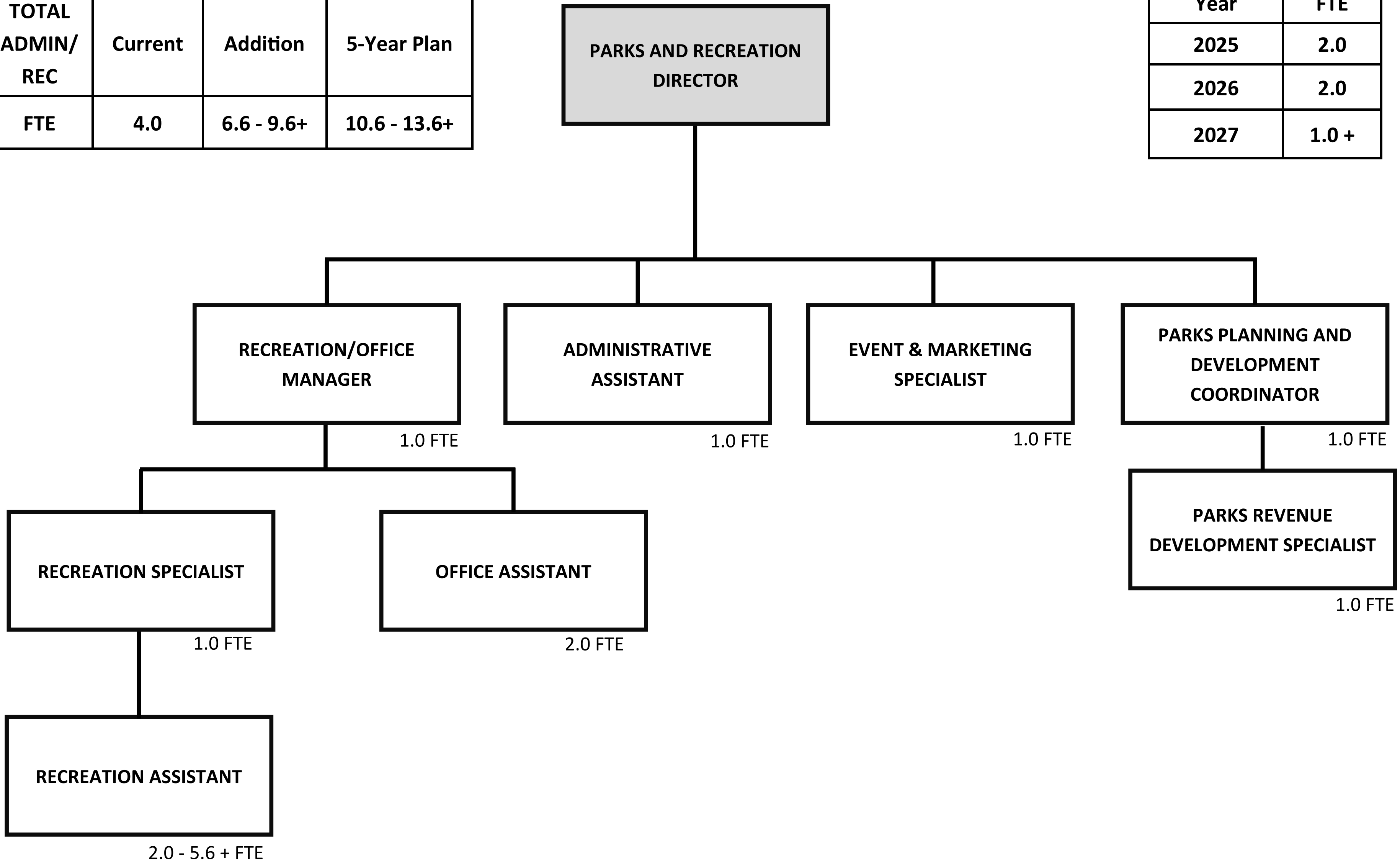
Year	FTE
2025	1.0
2026	1.0
2027	1.0 +

Above does not include changes in park management or acquisition. To be adjusted after recommendations.



TOTAL ADMIN/ REC	Current	Addition	5-Year Plan
FTE	4.0	6.6 - 9.6+	10.6 - 13.6+

Year	FTE
2025	2.0
2026	2.0
2027	1.0 +



POTENTIAL PARK REVENUES

Given to Council February 7, 2024. Below is the Department's plan for execution.

Parks Levy **2026**

A Levy would impose a new tax, either through a property tax or sales tax, which could be earmarked for Parks. The Parks and Recreation Directors throughout Snohomish County have been discussing a potential county-wide tax, which would allow for a centralized collection and distribution.

Parks Bond **Not being pursued**

A Bond could be issued to fund specific capital projects. This acts as a loan that would need to be repaid with interest.

Event Sponsorships **Ongoing**

The Department has started creating simple sponsorship opportunities at our special events to help offset the costs of producing events.

Naming Rights **2025 - If supported by Council.**

The City could allow naming rights for specific facilities or amenities to bring in additional revenue. This would be recommended for sports fields and shelters, but not entire parks.

Park Impact Fees **2025**

The amounts charged for Residential Impact Fees will be reviewed after the Parks and Recreation chapter of the Comprehensive Plan is updated. The City does not currently have Commercial Impact Fees, but could consider them.

Grant Writing **Ongoing, Increase in 2025**

The Department commonly writes grants through available State and County opportunities. A list of all possible grants has been established, and will continually be added to, to ensure additional opportunities are sought. This list includes grants provided by private businesses, private and non-profit foundations, and federal grant opportunities.

Fundraisers **2026+ Future as staffing levels allow**

The Department can create fundraisers, especially when partnering with non-profits to raise money for a specific project. Additionally, special events that are revenue generators can be targeted to help fund capital projects (i.e., 5K Runs, Triathlons).

Increasing the Number of Facility Rentals **Q3 2024**

The Department will be calculating and reviewing the utilization rate of rental facilities (shelters and The Mill) and create strategies to increase the number of rentals.

Park & Facility Fee Rates **Q3 2024**

The Department will analyze fees on a yearly basis to ensure that fees cover the cost of providing services. Recommendations on fee adjustments will be made to City Council.

POTENTIAL PARKS LEVY

FOR ALL OF SNOHOMISH COUNTY

- Snohomish Counties and several Cities within in the County are discussing a potential county wide levy.
  - This information is preliminary and no decisions have been made. Actual Levy Rate and distribution levels may change prior to going out to the public for a vote.
- Target 2026
- Levy would be collected by Snohomish County.
  - 50% to Pre-Agreed Regional Projects
  - 25% to Cities/Towns (distribution could occur based on population)
  - 25% to County Wide Grant Opportunities for Parks Departments
- Potential:
  - $200-470k per year for Lake Stevens
  - Levy rate of 0.0961 to 0.1564 (per thousand)
  - Average home would pay $65.52 to $106.63 per year
  - New local grant program with $3m to $6m per year

PARK IMPACT FEES

- Evaluated with the Parks and Recreation chapter of the Comprehensive Plan is updated (2025)
- Lake Stevens has Residential Impact Fees, but does not currently have Commercial Impact Fees.

Residential Impact Fees			
Example - Proposed Amounts TBD	**Current**	**Potential**	**Difference**
Single Family Residence	$4,154.95	$5,359.89	$1,204.94
Multi-Family Home	$3,004.75	$3,876.13	$871.38
0-1 Bedroom	$1,912.53	$2,467.16	$554.63

Commercial Impact Fees	
Potential Based on Average from: Tukwila, Edmonds, Redmond, Everett, Lynnwood, Issaquah	
Rate	$1.10/sq ft. *
Example Petco Example Starbucks	$10,890 $2,640
* The City would need to do a analysis to determine actual rates.	

DISCUSSION AND DIRECTION FROM COUNCIL
TO THE PARKS DEPARTMENT

After direction is given, the Parks Department will perform additional research and analysis to bring refined plans for implementation for items desired for 2025.

- Does the Council support:
  - Change in management of HOA Parks on City Property?
  - Change in ownership - acquisition of County Parks?
    - What would the priority order be? Parks suggests the following priority order:

      1) HOA Parks w/ Playgrounds 2) HOA Parks 3) Lake Stevens Community Park 4) Cavalero Park
- Does the Council support:
  - Addition of Revenue Development Specialist?
  - Growth of Recreational Programming and Events?
- Does the Council support:
  - Naming Rights for Park Facilities and Amenities? (Shelters and Sports Fields)
  - Potential Parks Levy?
  - Exploration of Commercial Impact Fees?
- Other Things to Discuss?