



CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
www.covingtonwa.gov

Tuesday, March 13, 2018
7:00 p.m.

City Council Chambers
16720 SE 271st Street, Suite 100, Covington

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION - NONE

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to the City Council, not the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per speaker. Speakers may request additional time on a future agenda as time allows. *

APPROVE CONSENT AGENDA

- C-1. Vouchers (Hendrickson)
- C-2. Adopt Resolution Amending Council Policies and Procedures (Hardy)
- C-3. Authorize the City Manager to Execute an Agreement for Services with DCI Engineers for Real Estate Services for 164th Avenue SE Pedestrian Improvement Project (CIP 1086) (Lindskov)

NEW BUSINESS

- 1. Review 2018 Summit Action Items List (Bolli)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

PUBLIC COMMENT *See Guidelines on Public Comments above in First Public Comment Section

EXECUTIVE SESSION – if needed

ADJOURN

Consent Agenda Item C-1

Covington City Council Meeting

Date: March 13, 2018

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #37118 - #37176, including ACH payments in the amount of \$313,812.26, dated March 2, 2018; and Paylocity Payroll Vouchers #1008214502 - #1008214524 inclusive, plus employee direct deposits and wire transfers, in the amount of \$206,675.86 dated February 23, 2018.

PREPARED BY: Casey Parker, Senior Accountant

CITY COUNCIL ACTION: _____ Ordinance _____ Resolution X Motion _____ Other

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers: Vouchers #37118 - #37176, including ACH payments in the amount of \$313,812.26, dated March 2, 2018; and Paylocity Payroll Vouchers #1008214502 - #1008214524 inclusive, plus employee direct deposits and wire transfers, in the amount of \$206,675.86 dated February 23, 2018.

Consent Agenda Item C-2

Covington City Council Meeting

Date: March 13, 2018

SUBJECT: RESOLUTION AMENDING COUNCIL POLICIES AND PROCEDURES

RECOMMENDED BY: Kathy Hardy, City Attorney

ATTACHMENT(S):

1. Resolution Amending Council Policies and Procedures

PREPARED BY: Kathy Hardy, City Attorney

EXPLANATION:

The City Council Policies and Procedures (“Policies”) state that the Policies should be considered in January of even-numbered years. The City Council discussed the Policies at their Council Summit on January 27, 2018, and agreed to some amendments proposed by the City Attorney. The amended Policies are now before the Council for adoption by resolution.

ALTERNATIVES:

1. Return the Policies to city staff for further amendments.

FISCAL IMPACT:

There is no fiscal impact.

CITY COUNCIL ACTION: ___ Ordinance ___ Resolution ___ Motion ___ Other

Council member _____ moves, Council member _____ seconds, to adopt a resolution amending the City Council Policies and Procedures as shown in Attachment 1.

REVIEWED BY: City Manager; City Attorney.

RESOLUTION NO. 2018-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING THE COVINGTON CITY COUNCIL POLICIES AND PROCEDURES

WHEREAS, *the City Council previously passed Resolution No. 2016-11; and*

WHEREAS, *the City Council deems it necessary to amend the Policies and Procedures pursuant to its rules; now, therefore,*

BE IT RESOLVED by the City Council of the City of Covington, King County, Washington, as follows:

Section 1. *The Covington City Council Policies and Procedures are hereby amended as shown in Exhibit "A".*

PASSED in open and regular session on this 13th day of March, 2018.

JEFF WAGNER, MAYOR

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Kathy Hardy, City Attorney

**COVINGTON CITY COUNCIL
POLICIES AND PROCEDURES
Adopted by Resolution 2018-03 on March 13, 2018**

1.0 AUTHORITY & EFFECT OF RULES

1.1 Rules Established.

These policies and procedures constitute the official policies and rules of procedure for the Covington City Council (the “Rules”). These Rules shall be in effect upon adoption by resolution of the council and until such time as new or amended rules are adopted as provided in Section 1.3.

1.2 Suspension of Rules.

Any provision of these Rules not governed by state law or city ordinance may be temporarily suspended by a two-thirds vote of those members present and voting. A two-thirds vote is five (5) of seven (7) votes, four (4) of six (6) votes, four (4) of five (5) votes, and three (3) of four (4) votes.

1.3 Review & Amendment of Rules.

It is the intent of the city council that these Rules be periodically reviewed as needed, but no less than every two (2) years. Accordingly, these Rules should be considered in the month of January of every even-numbered year and may be considered at any other time that council shall choose to review them. These Rules may be amended, or new rules adopted, by resolution.

1.4 Effect/Waiver of Rules.

These Rules are adopted for the sole benefit of the members of the city council to assist in the orderly conduct of council business. These Rules do not grant rights or privileges to members of the public or third parties. Failure of the city council to adhere to these Rules shall not result in any liability to the city, its officers, agents, or employees, nor shall failure to adhere to these Rules result in invalidation of any council act.

2.0 CITY COUNCIL: GENERAL POWERS & RESPONSIBILITIES

2.1 Overview.

The powers of the city council are to be used for the benefit of the community and its residents to provide for the health, safety, and general welfare of its residents. The Covington City Council values personal honesty and integrity, open and accessible government, fiscal responsibility, fair treatment of individuals, and commitment to customer service.

It is important to note that the council acts as a body. No member has any extraordinary powers beyond those of other members. Although the mayor has additional ceremonial and presiding officer responsibilities, all members are equal when establishing policies, voting, and performing their council duties.

Policy is established as a majority vote of the council. While individual members may disagree with decisions of the majority, a decision of the majority binds the council to a course of action.

Councilmembers should respect the decision of the majority and are expected to follow adopted council rules, policies, and procedures.

It is the city manager's responsibility to ensure the policy of the council is enacted. Actions of staff to pursue the policy direction established by a majority of the council do not reflect any bias against councilmembers who held a minority opinion on an issue.

2.2 Council and Administration.

Councilmembers act as the legislative body with authority to enact laws, adopt the city's budget, determine service priorities, make public policy, and appoint community boards, commissions, and committees (RCW 35A.13.230). The city manager and city staff are the executive/administrative branch.

In order to uphold the integrity of the council-manager form of government, and to provide proper checks and balances, councilmembers refrain from becoming directly involved in the administrative activities of the city.

Except for purposes of inquiry, councilmembers should communicate with city staff primarily through the city manager and shall not give orders to any city staff without the city manager's authorization. The city manager may choose to establish formal or informal norms for routine council-staff interaction and staff support of council committees. In addition, council may fully and freely discuss with the city manager in open session anything pertaining to appointment and removal of city staff and city affairs.

2.3 Authority and Responsibilities of the City Council.

It is within the authority and responsibility of the city council to:

2.3.1 Establish Policy.

- Adopt goals and objectives
- Establish priorities for public services
- Approve/amend the operating and capital budgets
- Approve intergovernmental agreements and certain contracts
- Adopt resolutions

2.3.2 Enact Local Laws.

- Pass ordinances
- Call for special elections, when necessary

2.3.3 Appoint and Supervise Officials.

- Appoint city manager
- Evaluate performance of city manager
- Establish advisory boards and commissions
- Make appointments to advisory boards and commissions
- Provide direction to advisory bodies

- Appoint councilmembers to council committees, intergovernmental boards and commissions, and external committees

2.3.4 Provide Public Leadership.

- Represent constituents to promote representative governance
- Communicate the city’s vision and goals to constituents
- Represent the city’s interests at regional, county, state, and federal levels
- Determine best course of public policy

2.4 ADDITIONAL RULES, POLICIES, & PROCEDURES

In addition to these Rules, the council shall also comply with the following rules, policies, and procedures, if adopted by the city:

2.4.1 City Officials’ Code of Ethics

2.4.2 Public Records Policy

2.4.3 Technology Use Policy

2.4.4 Travel Policy (as provided for in the Employee Handbook)

2.4.5 Vehicle Use Policy (as provided for in the Employee Handbook)

3.0 CITY COUNCIL: ROLES & ADMINISTRATION

3.1 Role of Mayor and Mayor Pro Tem.

3.1.1 Mayor.

- **Presiding Officer.** The mayor serves as the presiding officer of the council and acts as chair at all meetings of the council. The mayor does not possess any power of veto.
- **Ceremonial Representative.** The mayor is responsible to act as the city council’s ceremonial representative at public events and functions. He or she shall have no regular administrative duties.
- **Proclamations.** The mayor is vested with the authority to initiate and execute proclamations as a ceremonial commemoration of an event or issue. Proclamations are not statements of policy and do not require the approval or action of council.
- **Signing of City Documents.** The mayor, unless unavailable, shall sign all ordinances, resolutions, interlocal agreements, contracts, and any other documents that have been adopted by the city council and require an official signature, except when the city manager has been authorized by council action to sign documents. In the event the mayor is unavailable, the mayor pro tem may sign such documents.

- In addition to the above powers conferred to the role of mayor, the councilmember serving as mayor shall have all the rights, privileges, and immunities of a member of the council.

3.1.2 Mayor Pro Tem. In the mayor's absence, the mayor pro tem assumes all of the above noted responsibilities and rights of the mayor.

3.2 Election of Mayor and Mayor Pro Tem.

3.2.1 The council shall elect a mayor and mayor pro tem for a term of two (2) years and shall remain in office until the next election of a mayor and/or mayor pro tem, unless earlier removed or vacated.

3.2.2 The motion to elect the mayor and mayor pro tem will be placed on the agenda of the first council meeting of even-numbered years.

3.2.3 Nomination and Appointment Process.

- The nomination and appointment process outlined in this subsection shall be used to fulfill the positions of both mayor and mayor pro tem. The council shall first fulfill the position of mayor, and only upon fulfillment of that position should the council fulfill the position of mayor pro tem.
- Each councilmember may nominate one person for a given office. Nominations do not require a second vote.
- The councilmembers nominating and the nominees will have an opportunity to make public comment before voting commences.
- Voting shall commence in the order nominations were made. Councilmembers will be asked for a voice vote and a raise of hands. As soon as one of the nominees receives a majority vote of the entire city council (four votes), then the chair will declare him/her appointed. No votes will be taken on the remaining nominees.
- A tie vote results in a failed nomination and the chair will call for nominations again and repeat the process until a single nominee receives a majority vote of the entire city council.
- If none of the nominees receives a majority vote, the chair will call for nominations again and repeat the process until a single nominee receives a majority vote of the entire city council.

- 3.2.4 Removal.** A supermajority vote of the entire city council (five) shall be required to approve a motion to remove the mayor or mayor pro tem from office for cause.
- 3.2.5 Temporary Absence.** In the temporary absence of the mayor, the mayor pro tem shall perform the duties and responsibilities of the mayor with regard to conduct of meetings and emergency business.
- 3.2.6 Permanent Vacancy.** In the event the mayor or mayor pro tem is unable to serve the remainder of the term or resigns, the city council shall appoint a new mayor or mayor pro tem following the same procedure in this section.

3.3 Swearing-In Newly Elected Councilmembers.

Pursuant to RCW 29A.04.133, new councilmembers shall be sworn in by any officer or notary public authorized to administer oaths either:

- Up to ten (10) days prior to the day they are scheduled to assume their office; or
- At the first meeting of the council in January; or
- At any other time after their term of office is scheduled to begin.

3.4 Filling a Council Vacancy.

- 3.4.1 Resignation Process.** A written resignation must be submitted to the city council.
 - The notice of resignation should provide for an effective date and the resignation will be effective as of that selected date.
 - The council accepts the resignation by a motion and majority vote of the whole council.
- 3.4.2 Procedure.** If a vacancy occurs in the office of a councilmember, the council will follow the procedures outlined in RCW 42.12.070 in addition to those included in these Rules.
- 3.4.3 Vacancy Notice and Application.** In order to fill the vacancy with the most qualified person available until an election is held, the council will widely distribute and publish a notice of the vacancy, the procedure by which the vacancy will be filled (which shall be agreed upon by a majority vote of the council prior to publishing the notice of vacancy), and how to apply.
- 3.4.4 Interview Process.** Those candidates selected by the council to be interviewed will be interviewed during a regular or special council meeting open to the public, pursuant to the interview process included in the vacancy notice. The interview process will be designed to be fair and consistent. Since this is not a campaign, comments and responses about other applicants will not be allowed.

3.4.5 Deliberation and Selection. The council may recess into executive session to discuss the qualifications of all candidates. Nominations, voting, and selection of a person to fill the vacancy must be conducted during an open public meeting. Nominations will follow the process outlined in Section 3.2 herein. Appointment of the new councilmember requires a majority vote of the entire city council (four votes).

3.5 Council Committees.

3.5.1 Committee of the Whole. In addition to regular council meetings, the entire council may meet for study or special project purposes as a Committee of the Whole. A meeting of the council as the Committee of the Whole must have a quorum of councilmembers present.

3.5.2 Council Committees. The city council may establish standing committees of three (3) or fewer councilmembers as policy review and discussion arms of the city council as a whole for any special purpose, task, or time frame. Council committees may study issues and develop recommendations for consideration by the city council as a whole but may not take binding action on behalf of the city council as a whole. Should a quorum of councilmembers attend any council committee meeting that was not publicly noticed, that meeting shall be immediately adjourned and reconvened at a time when three (3) or fewer councilmembers are in attendance or the meeting is properly noticed as a special meeting of the council pursuant to these Rules.

3.6 Councilmember Appointments.

3.6.1 To Council Advisory Bodies. The city council may appoint three (3) or fewer councilmembers to represent the city council as a whole on city advisory bodies.

3.6.2 Liaison/Representative Appointments. The city council may appoint individual councilmembers, as required, to represent the city council as a whole to external advisory bodies or groups.

4.0 COUNCIL MEETINGS: TYPES; GENERAL PROVISIONS

4.1 Open Public Meetings Act.

All council meetings shall comply with the requirements of RCW Section 42.30, the Open Public Meetings Act (OPMA). All regular council meetings, special council meetings, and any meetings of the committee of the whole (including study sessions) or council committee meetings of a quorum of councilmembers shall be open to the public.

4.2 Types of Council Meetings.

4.2.1 Regular Council Meetings. The council shall hold regular meetings on the second and fourth Tuesday of each month. The council will not hold meetings on any other day of the month, unless otherwise noticed. All regular meetings will begin at 7:00 p.m., unless otherwise noticed.

Should any regular council meeting occur on a legal holiday, on a general or primary election day, or special election called within the City of Covington, the meeting shall be held at the same hour and place on the following business day.

4.2.2 Special Meetings. Any council meeting other than the regular council meeting is a special meeting. Notice of special meetings shall be given pursuant to state law. The mayor, or in the absence of the mayor, the mayor pro tem or any three (3) members of council may schedule a special meeting, subject to the notice and call requirements prescribed by state law and/or city ordinance or rule.

4.2.3 Study Sessions / Workshops. Any meeting at which the council may discuss, investigate, review, or study matters of city business with city staff for informational purposes. Study sessions or workshops shall be noticed as special meetings of the council. Final action on any matter shall not occur during a study session or workshop.

4.2.4 Annual Strategic Planning Summit. The council shall hold an annual strategic planning summit on the last Saturday in January of each year.

4.2.5 Emergency Meetings. If, by reason of fire, flood, earthquake, or other emergency there is a need for expedited action by the council to meet the emergency, the mayor may provide for a meeting site other than the regular meeting site and the notice requirements of RCW 42.30 shall be suspended during such emergency. The minutes shall indicate the reason for the emergency.

4.3 Meeting Place.

Council meetings will be at a time and place as council directs, except that regular and/or special meetings at which final actions on resolutions or ordinances will take place shall always be held within the boundaries of the City of Covington.

4.4 Meeting Cancellation.

Any council meeting may be canceled by a majority vote or consensus of the council. The mayor or mayor pro tem may cancel a council meeting for lack of agenda items.

4.5 Public Notice of Meetings.

The city shall comply with the provisions of RCW 35A.12.160 regarding public notice of all council meetings.

4.6 Quorum and Voting.

At all council meetings, a majority of the entire city council membership (four members) shall constitute a quorum for the transaction of business. The passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money shall require the affirmative vote of a majority of the entire city council as provided by RCW 35A.12.120. All other matters shall pass by affirmative vote of a majority of the quorum of councilmembers present at the meeting, unless otherwise provided by state law or in these rules.

4.7 Attendance, Excused Absences.

4.7.1 RCW 35A.12.060 provides that a councilmember shall forfeit his or her office by failing to attend three (3) consecutive regular meetings of the council without being excused by the council. Members of the council may be so excused by complying with this subsection.

4.7.2 If a councilmember will be absent for a regular council meeting, that councilmember shall contact the mayor, mayor pro tem, city manager, or city clerk (the "Designated Contact(s)") prior to the start of the council meeting and state the reason for his or her inability to attend the meeting. Upon receiving notification of an absence, the Designated Contact shall promptly notify the other Designated Contacts, via email, of the notice of absence and reason for such absence (e.g. if a councilmember calls the mayor to give notice of their absence, the mayor will then promptly send an email to the mayor pro tem, city manager, and city clerk stating that he/she received a notice of absence from the given councilmember and the reason given for such an absence). Following roll call, the presiding officer shall inform the council of the member's absence and state the reason for such absence.

4.7.3 A motion to excuse an absent councilmember shall be non-debatable. Upon passage of such a motion by a majority of members present, the absent member shall be considered excused and the clerk will make an appropriate notation in the minutes.

4.7.4 Councilmembers shall only be required to be excused from regular council meetings and shall not be required to be excused from all other meetings of the council, including, but not limited to, study sessions, special meetings, council committee meetings, and the annual summit. However, as a courtesy, councilmembers should notice their absence for all other council meetings as set forth above in Subsection 4.7.2.

4.8 Attendance of City Officers & Employees.

The city manager, or his or her designee, shall attend all meetings of the city council as a whole, including regular meetings, special meetings, study sessions, and executive sessions, except if the council meets in executive session with the city attorney on matters of potential conflict for the city manager or to review the performance of the city manager.

Any city officer or employee shall have the duty when requested by the city manager to attend council meetings and shall remain for such time as the city manager may direct.

4.9 Executive Sessions.

- 4.9.1** The council may hold executive sessions, from which the public may be excluded, for those purposes set forth in RCW 42.30.110. Before convening to an executive session, the presiding officer shall announce the purpose of the session and the anticipated time when the session will be concluded. No formal action or decision of the council may be taken in executive session.
- 4.9.2** If the council, after executive session, has provided direction or consensus to city staff on proposed terms and conditions for any confidential or privileged issue, all contact with any other party shall be made by the designated city staff representative handling the issue. Councilmembers should consult with the city manager and/or city attorney prior to discussing such information with anyone other than other councilmembers, the city attorney, or city staff designated by the city manager. Any councilmember having any contact or discussion with any person other than those listed above on any such confidential or privileged issue shall make full disclosure to the city manager and council in a timely manner.
- 4.9.3** Pursuant to RCW 42.23.070, councilmembers shall keep confidential all written materials and verbal information reviewed and/or discussed during executive sessions to ensure that the city's position is not compromised. Confidentiality also includes information provided to councilmembers outside of executive sessions when the information is considered to be exempt from disclosure under the State Public Records Act (Chapter 42.56 RCW, as amended).

4.10 Adjournment.

Regular, special, and committee of the whole meetings of the council shall adjourn at or before 10:00 p.m. The adjournment time established in this section may be extended upon approval of a motion by a majority of the councilmembers present. At any time during any council meeting, any councilmember may call for a "Point of Order" to review agenda priorities.

4.11 Audio Recordings of Council Meetings.

The city clerk, or designee, shall make and keep audio recordings of all regular, special, and committee of the whole council meetings, except those meetings or portions of meetings conducted in executive session, or unless a motion is passed to suspend audio recording of a meeting. All recordings and related records of city council meetings, except as provided for above, shall be retained by the city pursuant to the state Public Records Act and the city's public records policy.

4.12 Council Meeting Minutes.

- 4.12.1** The city clerk, or designee, shall take minutes at all meetings of the city council in accordance with state and local requirements.
- 4.12.2** Proceedings will be entered into a minute book constituting the official record of the council.
- 4.12.3** The minutes shall be made available for public inspection. Unless a councilmember requests a reading of the minutes of a council meeting, the minutes may be approved without reading if the clerk has previously furnished each councilmember with a copy of the minutes.
- 4.12.4** City council meeting minutes may be corrected by the city clerk if in error, but shall not otherwise be revised without a majority affirmative vote of the whole council membership at a regularly scheduled council meeting.

5.0 COUNCIL MEETINGS: AGENDAS & CONDUCT OF BUSINESS

5.1 Setting Agenda.

The city manager shall set the council agenda for the meeting following the suggested order of business listed in Section 5.8 or 5.9, unless circumstances warrant a different order. When necessary, the mayor, with the consent of the council, may change the order of business.

5.2 Placement of Items on the Agenda.

Items may be added to a regular council meeting agenda pursuant to the following procedures:

- 5.2.1 Consent Agenda, New Business, Continued Business, and Public Communication.**
Consent agenda, new business, continued business, and public communication items may be added to an agenda by: (1) A majority vote or consensus by the council; or (2) by the city manager.
- 5.2.2 Future Agenda Items.** All regular council meeting agendas shall include a section for “Future Agenda Items”—wherein councilmembers may present any topic or issue for the council to consider and approve adding as a new business item on a future council meeting agenda.

5.2.3 Items may be included under “Future Agenda Items” upon the joint request of two (2) or more councilmembers. Such a request shall be emailed to the city manager or city clerk by the requesting councilmembers no later than seven (7) business days prior to a regular council meeting. The email must include the names of the requesting councilmembers and the item title to be included on the agenda (the title should specifically relate to and convey the core topic/issue to be discussed). The names of the requesting councilmembers shall be placed on the agenda next to the corresponding Future Agenda Item.

5.2.3.1 Upon discussion of the Future Agenda Item, it shall require an affirmative vote of at least three (3) councilmembers present to add the item as a New Business item to a future council meeting agenda. If the item will require the use of staff resources, then the council shall defer scheduling of the item to the city manager.

5.3 Staff Resources for Agenda Items. A councilmember may not utilize city staff for the preparation of an item for the agenda without prior direction of the city manager.

5.4 Agenda Item Priority.

5.4.1 Legally required advertised public hearings will have a higher priority over other agenda items scheduled for convenience rather than for statutory or other reasons.

5.4.2 Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.

5.5 Adding an Item to a Published Agenda.

At any regular council meeting, an item may be placed on the agenda at the time the presiding officer calls for approval of the agenda (i.e. after the agenda is closed and the notice published) only if the presiding officer or city manager explains the necessity and receives a majority affirmative vote of councilmembers present at the meeting.

5.6 Staff Agenda Reports.

Staff agenda reports shall be in a standard format approved by the city council.

5.7 Consent Calendar.

The city manager, in consultation with the presiding officer, shall place matters on the consent calendar that:

5.7.1 have been previously discussed or policies have been set by the council; or

- 5.7.2 are based on the information delivered to members of the council by the administration that can be reviewed by a councilmember without further explanation; or
- 5.7.3 are so routine or technical in nature that passage is likely.
- 5.7.4 Ordinances, resolutions, and motions are all eligible to be placed on the consent calendar.
- 5.7.5 The motion to adopt the consent calendar shall be non-debatable and have the effect of moving to adopt all items on the consent calendar. Because adoption of any item on the consent calendar implies unanimous consent, any member of the council shall have the right to remove any item from the consent calendar. If any matter is withdrawn, the presiding officer shall place the item at an appropriate place on the agenda for deliberation at the current or a future council meeting.

5.8 Order of Business for Regular Meetings.

The suggested order of business for each regular council meeting should be as follows:

- Call to Order
- Roll Call, Flag Salute
- Approval of Agenda
- Public Communication
- Public Comment
- Approve Consent Agenda
- Reports of Commissions
- Public Hearing
- Continued Business
- New Business
- Future Agenda Items
- Council/Staff Comments
- Public Comment
- Executive Session
- Adjournment

5.9 Order of Business for Special Meetings or Study Sessions.

The suggested order of business for each study session should be as follows:

- Call to Order
- Agenda Items
- Adjournment

5.10 Public Comment.

- 5.10.1** During regular meetings of the council, public comments will be invited during the public comment portion(s) of the agenda. The public is also invited at any time to provide written comment on any legislative or non-quasi-judicial matter. It is encouraged that such written comments be filed with the city clerk by 12:00 pm of the Thursday preceding the meeting. If written comments are given at the meeting, the presenter should provide ten (10) copies for the council, city manager, city clerk, and city attorney.
- 5.10.2** In addition, public oral testimony may be taken on other legislative or non-quasi-judicial matters as they arise during the course of the meeting agenda. However, once a motion is pending, debate is limited to council and no further public comment will be taken, unless a councilmember requests further testimony.
- 5.10.3** Public comments should be limited to no more than four (4) minutes per person. No person may donate time to another person. If additional time is needed, a person may request that the council place an item on a future agenda as time allows.
- 5.10.4** If many members of the public would like to comment on a particular topic, the presiding officer may encourage or require potential commenters to consolidate their comments and choose a limited number of spokespersons to speak on behalf of the group. If potential commenters are required by the presiding officer to consolidate their comments and choose a spokesperson, the presiding officer may allow the spokesperson(s) to speak for a longer designated period of time.
- 5.10.5** Except as provided in Section 5.10.4, members of the public may not share or give speaking time to other commenters.
- 5.10.6** The presiding officer may limit the total time for public comment and may, if many members of the public want to comment about a particular issue, continue the matter to another time.

5.11 Public Hearing.

A public hearing is a formal opportunity for individuals to give their views for consideration in the legislative or policy decision-making process. In addition, public hearings are required on quasi-judicial actions, which determine the legal rights, duties, or privileges of specific parties. The following rules shall be observed during public hearings:

5.11.1 Legislative/Information Gathering Public Hearings.

- **Open Public Hearing**—The presiding officer will open the public hearing.
- **Staff Presentation**—For an initial presentation of background information from a city department, a city board, commission, or committee, no more than twenty (20) minutes will be allowed, unless authorized by the presiding officer.

- **Public Comments**—Comments will be limited to four (4) minutes per speaker. Any individual or group may request of the council additional time to speak if such request is submitted in writing no later than the day prior to the subject meeting. Such request shall be subject to council approval. The presiding officer may allow additional time for receipt of written testimony, when needed.
- **Staff Comments**—Additional staff comments may be requested by council following public comments.
- **Close Public Hearing**—At the conclusion of Public or Staff Comments, the Presiding Officer will close the public hearing.
- **Council Deliberation**
- **Council Action**
- **Timekeeper**—The city clerk shall be the timekeeper.

5.11.2 Quasi-Judicial Public Hearings.

No public oral testimony shall be given on quasi-judicial matters outside of a public hearing except on matters of procedure. If a quasi-judicial hearing is on the agenda, the city attorney will inform the public regarding state law requirements for public comment. Quasi-judicial hearings will be conducted in conformance to procedures outlined in state law and the Covington Municipal Code.

6.0 COUNCIL MEETINGS: PARLIAMENTARY PROCEDURES

6.1 Parliamentarian / Governing Procedure.

The city attorney, in consultation with the city clerk, shall decide all questions of interpretation of these Rules and other questions of a parliamentary nature that may arise at a council meeting. All cases not provided for in these Rules shall be governed by the current edition of “*Robert's Rules of Order*,” a copy of which is maintained in the office of the city clerk. In the event of a conflict, these Rules shall prevail.

6.2 Presiding Officer. The presiding officer shall:

- 6.2.1** Observe and enforce all rules adopted by the council;
- 6.2.2** Call all meetings to order and keep to the order of business;
- 6.2.3** Preserve order and decorum in the council chambers in accordance with these Rules;
- 6.2.4** Recognize councilmembers in the order in which they request the floor, giving every councilmember who wishes an opportunity to speak, control discussion in an orderly manner, and require speakers to speak to the question; and

- 6.2.5** Put motions to a vote and announce the outcome.
- 6.2.6** The presiding officer may participate in all deliberations of the council in the same manner as any other member and is expected to vote in all proceedings unless a conflict of interest exists. The presiding officer may not move an action, but may second a motion.

6.3 Motions.

6.3.1 Motion Required. Prior to discussion of an action item, a councilmember should make a motion, which is seconded by another councilmember, on the topic under discussion. If the motion is not seconded, it dies.

- Motions that do not require a second: nominations, withdrawal of a motion, request for a roll call vote, and point of order.
- Motions shall be clear and concise and not include arguments for the motion.

6.3.2 Request for Written Motions. Motions shall be reduced to writing when requested by the presiding officer or any member of the council. All resolutions and ordinances shall be in writing.

6.3.3 Discussion on Motion. After a motion has been made and seconded (if required), councilmembers may discuss their opinions on the issue prior to the vote. If they wish to do so, they may state why they will vote for or against the motion.

6.3.4 Withdrawal of Motion. A motion may be withdrawn by the maker of the motion, at any time, without the consent of the council.

6.3.5 Motion to Amend. A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting. A motion to amend requires a second and a majority to pass.

6.3.6 Motion to Table.

- Non-debatable.
- Requires a majority to pass.
- If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future meeting, at which time discussion can continue.
- If an item is tabled, it cannot be reconsidered at the same meeting.

6.3.7 Motion to Postpone to Time Certain.

- Debatable.
- Amendable.
- Requires a majority to pass.

- The motion being postponed must be considered at a later time in the same meeting or a specific future meeting.
- May be reconsidered at the same meeting.

6.3.8 Motion to Postpone Indefinitely.

- Debatable. The merits of the main motion may also be debated.
- Not amendable.
- Requires a majority to pass.
- May be reconsidered at the same meeting.

6.3.9 Calling the Question.

- A successful motion to call for the question shall close debate on the main motion.
- Non-debatable.
- Requires a second and two-thirds (2/3) vote.
- Debate on the main motion is reopened if the motion to call the question fails.

6.3.10 Motion for Reconsideration.

- After the motion has been decided, any councilmember who voted in the majority (i.e. if a motion passed, a councilmember who voted in favor of the motion; or, if the motion failed, a councilmember who voted against the motion) may move for a reconsideration of the motion.
- The motion for reconsideration must be made at the same or next regular council meeting.
- Non-debatable.
- Not amendable.
- Requires a majority to pass.

6.3.11 Council Consensus. When the council concurs or agrees with an item that does not require a formal motion, the mayor will summarize the council's consensus at the conclusion of the discussion.

6.4 Voting on Motions.

6.4.1 Motion Restated. When the discussion is concluded, the presiding officer shall repeat the motion prior to voting. The city council votes on the motion as restated.

6.4.2 Voice Vote. Unless otherwise provided for by statute, ordinance, resolution, or these Rules, all votes shall be taken by voice, except that at the request of any councilmember, a verbal roll call vote shall be taken by the city clerk.

6.4.3 Declaring Motion Passes or Fails. If the vote is unanimous, the presiding officer shall state that the motion has been passed unanimously according to the number of councilmembers present, such as "7-0" or "6-0." If the vote is not unanimous, the presiding officer shall state the number of councilmembers voting in the affirmative and the number voting in the negative and whether the motion passes or fails.

Once the vote has been taken, the discussion is closed. It is not necessary for councilmembers to justify or explain their vote. If they wish to make their positions known, this should happen during the discussion preceding the vote.

6.4.4 Tie Votes. In case of a tie vote on any motion, the motion shall be considered lost and fails.

6.4.5 Abstention. Although it is the duty of each councilmember to vote on final action items, he or she cannot be compelled to vote, and thus he or she may abstain. The councilmember shall indicate their abstention to the presiding officer before any discussion begins on the motion. The abstaining councilmember shall then not be permitted to participate in the discussion or vote on the motion. The abstention shall be recorded by the city clerk and not included in the vote tally.

6.4.6 Recusal. If a councilmember has a conflict of interest or an appearance of fairness question under state law, the councilmember may recuse themselves from the issue and shall leave the council chambers during discussion and voting on the issue. That councilmember shall be considered absent when voting occurs.

6.4.7 Silence. If a councilmember is silent on a vote (i.e. is present and does not abstain or recuse themselves pursuant to this section but also does not cast a vote for the motion), it shall be recorded as an affirmative vote.

6.4.8 Proxy Votes. No vote may be cast by proxy.

7.0 COUNCIL MEETINGS: MISCELLANEOUS

7.1 General Decorum.

7.1.1 Councilmembers. While the council is in session, the members must preserve order and decorum, and a member shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council, nor disrupt any member while speaking, nor refuse to obey the orders of the council or the presiding officer, except as otherwise provided in these Rules.

7.1.2 Public. Any person making personal or slanderous remarks or who becomes disorderly while addressing the council or while in the council chamber while the council is in session shall be asked to leave by the presiding officer.

7.2 Dissents and Protests. Any councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the council and have the reason entered in the minutes.

7.3 Forms of Address. The mayor shall be addressed as “Mayor (surname),” “Your Honor,” or “Mr./Madam Mayor.” Members of the council shall be addressed according to their preference as “Councilmember (surname),” Councilor (surname),” or Mr./Mrs./Miss/Ms. (surname).

7.4 Seating Arrangement. The mayor shall sit at the center of the council, and the mayor pro tem shall sit adjacent to the mayor. Other councilmembers are to be seated in a manner acceptable to the council. If there is a dispute, seating shall be in position order.

8.0 CITY COUNCIL ADVISORY BODIES

The council’s advisory bodies provide an invaluable service to the city. Their advice on a wide variety of subjects aids the council in the decision-making process. Effective public participation is an invaluable tool for local government.

8.1 Establishment of Advisory Bodies; Dissolution.

8.1.1 The city council may establish advisory bodies (including, but not limited to commissions, committees, boards, and task forces) by resolution or, if required by state statute, ordinance. The enacting resolution (or ordinance) will set forth the size of each advisory body, which will be related to its duties and responsibilities; the term of office of its members; a statement of its purpose and function; and time lines, if relevant to the scope of work.

8.1.2 Limitations on Authority. All advisory bodies established by the city council are advisory to the city council and are not authorized to take independent action representing the city with other agencies or bodies.

8.1.3 OPMA. All advisory bodies shall comply with the requirements of the Open Meetings Act (RCW Chapter 42.30).

8.1.4 Dissolution. The council may dissolve any advisory body that, in their opinion, has completed its working function or for any other reason. Such dissolution shall be by resolution (or ordinance, if the body was originally established by ordinance) of the city council.

8.2 Appointment to Advisory Bodies.

8.2.1 Notice of Vacancies. Unless otherwise directed by the council, the city clerk's office shall advertise notice of vacant positions on council advisory bodies so that any interested and qualified individual may submit an application.

8.2.2 Applicant Requirements. Applicants are urged to be residents of the City of Covington, but applications from individuals living outside of the corporate boundaries of the city may be considered if authorized by the resolution or ordinance establishing the advisory body.

8.2.3 Applicant Interviews and Appointment.

- The city council will endeavor to interview all applicants for an available advisory position; provided that the mayor and mayor pro tem may limit the number of applicants interviewed by the council as a whole based upon a failure to meet the basic qualifications as set forth in the applicable resolution or ordinance or when the gross number of applicants is so large as to be an undue burden on the council's schedule.
- All interviews for available advisory positions shall be scheduled as a special or committee of the whole council meeting.
- The council shall also interview applicants seeking reappointment for the same advisory position, unless otherwise determined by a majority of the council.
- Appointments to advisory bodies will be made during a regularly scheduled council meeting.
- Upon appointment, new appointees to advisory bodies will receive a briefing by the applicable commission, committee, or task force chairperson and/or city staff regarding the duties and responsibilities of the members of their respective advisory body.

8.3 Removal of Appointees. Appointees to advisory bodies may be removed prior to the expiration of their term of office, for any reason, by a supermajority vote (five councilmembers) of the city council as a whole.

8.4 Exit Interviews. The mayor will send a letter to an outgoing member of an advisory body, inviting the outgoing member to attend an exit interview so that the council may gain insight into the outgoing member's experience serving on the advisory body.

8.5 Council Relations with Advisory Bodies. To avoid any undue influence on the city's advisory bodies, and to prevent unauthorized or misrepresented communications between the council and

advisory bodies, councilmembers are prohibited from attending any meeting of the city's advisory bodies in an official capacity unless specifically authorized to attend by a consensus of the city council. Further, councilmembers are strongly encouraged to not attend any meeting of the city's advisory bodies in an unofficial capacity. If a councilmember chooses to attend a meeting of any of the city's advisory bodies in an unofficial capacity, he/she shall expressly state that he/she is attending and/or speaking in a personal capacity only and is in no way representing the opinions or position of the city council as a whole.

9.0 PUBLIC COMMUNICATION & REPRESENTATION

- Councilmembers who meet with, speak to, or otherwise appear before a community group or another governmental agency or representative must clearly state if his or her statement reflects their personal opinion or if it is the official stance of the city, or if this is the majority or minority opinion of the council.
- When councilmembers represent the city or attend meetings in an official capacity as a councilmember, they must support and advocate the official city position on an issue, not a personal viewpoint.
- Once the city council has taken a position on an issue, all official city correspondence regarding the issue will reflect the council's adopted position.
- City letterhead shall not be used for correspondence of councilmembers representing a dissenting point of view from an official council position.
- As a matter of courtesy, letters to the editor, or other communication of a controversial nature, which do not express the majority opinion of the council, shall be distributed to the full council so that councilmembers may be made aware of the impending publication.

Consent Agenda Item C-3

Covington City Council Meeting

Date: March 13, 2018

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH DCI ENGINEERS FOR REAL ESTATE SERVICES FOR 164TH AVENUE SE PEDESTRIAN IMPROVEMENT PROJECT: SE 269TH STREET TO SE 264TH STREET (CIP 1086).

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Agreement for Services with DCI Engineers

PREPARED BY: Bob Lindskov, City Engineer

EXPLANATION:

On September 29 and October 6, 2017, staff solicited for Professional Services to replace Abaco Pacific for the 1127 project. Six submittals were received and staff selected four for an interview. On October 31, 2017, staff selected DCI Engineers as the most qualified to perform the work. We continue to believe the DCI Engineers would remain the most qualified real estate agent to perform similar work within the city. Our 164th Avenue SE Pedestrian Improvement project is a very low property impact project, but the federal construction funding requires right-of-way to follow specific guidelines while being certified.

Staff is recommending that this agreement be approved and that the city continue the acquisition of right-of-way for CIP 1086, with the most qualified candidate selected through the open competitive process of CIP 1127.

ALTERNATIVES:

1. Not authorize the city manager to execute the agreement for services and direct staff to select a different ROW agent.
2. Revise the proposed agreement for services.

FISCAL IMPACT:

Real estate services are included as part of the right of way costs budgeted in each individual Capital Improvement Project (CIP). CIP 1086 has \$50,000.00 budgeted in local funds for project right-of-way. The 2018 Budget has \$40,000 in land acquisition and \$10,000 in acquisition services. When the funds were being budgeted, we anticipated only needing to acquire ROW from one property owner and it would not require much help from a ROW agent. However, since this is a federally funded project, there are additional requirements and standards that need to be met. One of those requirements is how we obtain Temporary Construction Easements (TCE). In order to construct our project along 164th we have determined that we need to acquire TCEs from every property along the eastside of our project. This requires that we have an appraiser estimate the value of the impact to the property owner and we have to pay for those temporary construction easements. Since we are able to construct the project within the

existing ROW we only need TCEs to construct the sidewalk, build walls and restore driveway access. This reduces the costs for land acquisition from the \$40,000 to about \$17,000. However, since we have 16 properties that we now have to have an appraiser look at as well as a ROW agent negotiate through the process, the estimate for acquisition services goes from \$10,000 to \$56,300. Federally funded projects require a right-of-way certification process which is significantly more expensive due to the paperwork requirement and the coordination with WSDOT to approve everything.

To summarize, we expect the land acquisition itself, one parcel purchase and 15 temporary construction easements, to now be around \$17,000 (the finalized costs will come from the appraisals). This new agreement with DCI Engineers for acquisition services, is for no more than \$56,300. These estimated costs exceed the 2018 budgeted amount of \$50,000 by an additional amount of \$23,300. Staff recommends that the additional \$23,300 be covered by the General Fund.

CITY COUNCIL ACTION: ___Ordinance ___Resolution X Motion ___Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute an Agreement for Services with DCI Engineers, in substantial form as attached, in the amount of \$56,300 for real estate services for CIP 1086.

REVIEWED BY: City Manager, City Attorney, Finance Director

**CITY OF COVINGTON
AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES is entered into this ___ day of March, 2018, by and between the City of Covington (“City”), a Washington municipal corporation, and DCI Engineers (“Consultant”), a corporation.

RECITALS:

A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform comprehensive Right-of-Way Acquisition Services including acquisition and relocation (as necessary) services of all necessary property rights for the 164th Avenue SE Pedestrian Improvement Project according to the project’s approved Right of Way Plan on behalf of the citizens of Covington; and

B. The Consultant has the requisite skill and experience necessary to provide said services; and

C. The City has selected the Consultant to perform said services; and

D. The purpose of this Agreement is to establish the terms and conditions under which the Consultant will perform said services.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the City and the Consultant do hereby agree as follows:

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Consultant and the Consultant does hereby agree to perform on behalf of the City the services more particularly described herein.

2. Scope of Services. Upon written authorization from the City to proceed, the Consultant shall perform the services described on Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”), in a manner consistent with the accepted practices for similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Consultant shall comply with all federal, state and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. To the extent required by law, the Contractor and all subcontractors shall pay no less than the prevailing wage rate to employees performing work under this contract and shall submit a “Statement of Intent to Pay Prevailing Wages” and an “Affidavit of Wages Paid” in compliance with RCW 39.12.

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than December 31, 2018 (“Term”), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed \$56,300.

4.2. Method of Payment. Payment by the City for the Services will only be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment shall be made no later than ten days after City Council approval of the invoiced amount.

4.3 First Invoice. Prior to or along with the first invoice submitted, the Consultant shall return to the City a completed "Request for Taxpayer Identification Number and Certification", also known as IRS form W-9.

4.4 Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Warranty. The Consultant warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Covington by obtaining a City of Covington business license. The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, specifications, reports and other services prepared or performed pursuant to this Agreement. The Consultant shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the services provided by the Consultant under this Agreement. The Consultant shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement on behalf of Consultant. The City shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Consultant's failure to comply with the requirements of the Agreement or failure to meet the professional standard of care and skill, or both. The City's approval of plans, drawings, designs, specifications, reports and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy or accuracy thereof. Neither the City's review, approval, acceptance of, and/or payment for any services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. Ownership and Use of Documents. Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Consultant in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Consultant shall be delivered to the

City. No confidential information obtained or created by Consultant shall be disclosed to any person or party other than the City without the City's prior written consent.

7. Independent Contractor. It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Consultant sick leave, vacation pay or any other benefit of employment. The Consultant shall pay all income and other taxes due. Insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, sub consultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relation of employer and employee or principal and agent between the parties hereto. The Consultant shall have the sole judgment of the means, mode or manner of the actual performance of this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

8. Indemnification. To the maximum extent permitted by law, Consultant shall defend, indemnify and hold harmless the City and all of its officials, employees, volunteers, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions or negligent acts of Consultant, its contractor, and/or employees, agents, volunteers or representatives in performance of this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Consultant, its contractor or employees, agents, volunteers or representatives and the City or its employees, volunteers, agents, or representatives, the indemnification applies only to the extent of the negligence of Consultant, its contractor or employees, volunteers, agents, or representatives. In the event of any such claims, demands, suits, actions, and lawsuits, Consultant shall assume all costs of defense thereof, including administrative and legal fees incurred by the City, and of all resulting judgments that may be obtained against the City or any of its officers, principals, agents, employees or volunteers. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, employees or volunteers, Consultant shall at once cause the same to be dissolved and discharged by giving bond or otherwise. Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the City and for that purpose Consultant specifically waives, as respects the City only, any immunity under the Worker's Compensation Act, RCW Title 51; and Consultant recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

The provisions of this Section shall survive any expiration or termination of this Agreement.

9. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Consultant, its

agents, representatives or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Consultant shall at a minimum obtain and carry the following insurance in such forms and with such carriers who have a rating satisfactory to the City:

9.1 Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

9.2 Commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury and advertising injury and written on ISO occurrence form CG 00 01 with combined single limits of liability not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate for bodily injury, including personal injury or death, products liability and property damage.

9.3 Automobile liability insurance covering all owned, non-owned, hired and leased vehicles and written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than \$1,000,000 per accident for bodily injury, including personal injury or death and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

9.4 Professional liability insurance covering any negligent professional acts, errors or omissions for which the Consultant is legally responsible and with combined single limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit for damages sustained by reason of or in the course of operation under this Agreement.

The City shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If the Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City. The Consultant's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. Books and Records. The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11. Termination.

11.1 Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the City. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall be submitted to the City within five days of the date of termination.

11.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

11.3 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation, default, or nonperformance of any provision of this Agreement. The remedies provided in this paragraph shall be in addition to any other remedy the City may have at law or in equity.

12. Discrimination. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Consultant or by the Consultant's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

13. Assignment and Subcontract. The Consultant shall not assign or transfer any interest in this Agreement or subcontract any portion of the services contemplated hereunder without the prior written consent of the City.

14. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services described herein. It is recognized that the Consultant may or will be performing services during the Term for other parties; provided, however that such performance of other services shall not conflict with or interfere with the

Consultant's ability to perform the Services. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, the Consultant shall immediately disclose such potential conflict to the City. The Consultant agrees to resolve any actual conflicts of interest in favor of the City.

15. Confidentiality. All information regarding the City obtained by the Consultant and designated by the City as confidential in the performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination of this Agreement.

16. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the City's current fiscal period. This Agreement shall terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of this provision are effectuated.

17. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

18. Amendment. This Agreement may not be modified or amended except by writing signed by all parties hereto.

19. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

20. Successors. Subject to the provisions of paragraph 13 above, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives, successors and assigns.

21. Severability. Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

22. Notices. All notices, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, by first class or certified mail, with postage prepaid,

22.1 if to the Consultant, to:

DCI Engineers
Roxanne Grimm
818 Stewart Street, Suite 1000
Seattle, WA 98101

or to such other person or place as the Consultant shall furnish to the City in writing; and

22.2 if to the City, to:

City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042

or to such other person or place as the City shall furnish to the Consultant in writing.

Notices and payments shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

23. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Washington.

24. Venue. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

25. Attorney's Fees. In the event of any default under this Agreement, the substantially defaulting party agrees to pay the substantially non-defaulting party's reasonable expenses which the latter incurs by reason thereof, including but not limited to reasonable attorney's fees, whether with respect to the investigation of such default or the determination of the application or the pursuit of remedies with respect thereto, or in legal proceedings, or otherwise. The term "legal proceedings" as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

26. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

27. Survival of Representations. The representations and warranties of the City and the Consultant contained hereto shall survive indefinitely.

28. Independent Counsel. The Consultant acknowledges that the drafter of this Agreement is the City's legal representative to whom the Consultant does not look to for any legal counseling or legal advice with regard to this transaction. The Consultant further acknowledges that it has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Consultant acknowledges that it has consulted with independent legal counsel of its choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.

29. Authority. Each individual executing this Agreement on behalf of the City and the Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

CITY OF COVINGTON

By: Regan Bolli
Its: City Manager

Attest:

Approved as to form:

Sharon Scott, City Clerk

Kathy Hardy, City Attorney

DCI ENGINEERS

By: _____
Its: _____

Scope of Work

164th Avenue SE Pedestrian Improvement Project between SE 269th Street and SE 264th Street (CIP 1028)

DCI Engineers
818 Stewart Street, Suite 1000
Seattle, WA 98101

UBI- 601-079-216
Federal TIN - 91-1403544

DCI Engineers will provide comprehensive Right-of-Way Acquisition Services including acquisition and relocation (as necessary) services of all necessary property rights for the project according to the project's approved Right of Way Plan. All activities shall be conducted in compliance with the City's Right of Way Procedures and in accordance with the state Uniform Relocation Assistance and Real Property Acquisition Act (Ch. 8.26 RCW) and state regulations (Ch. 468-100 WAC) and applicable federal regulations.

- Acquire 15 parcels (16 impacts) in fee and/or easement for conveyance to the City of Covington.
- Draft all necessary conveyance documents: offer letters, Warranty Deed, Easements, Real property Voucher, escrow agreements.
- Appraisal and appraisal review coordination.
- Coordinate escrow and closings with the title company.
- Review all appraisals and review appraisals.
- Present offers in person to impacted parcels owners. Offers not in person will be sent USPS Certified mail.
- Detailed diary of all contact with property owners and activities related to the impacted parcels.
- Assist the City of Covington with file preparation for any possible condemnations.
- Communicate and follow direction of the WSDOT LAC NW Region.
- Attend any public meetings as needed.
- Weekly status report to the City of Covington.
- Assist as needed certification documents for WSDOT/City of Covington.

PROPOSED FEE SCHEDULE

APPRAISAL

Valuations of 15 TCE's + 1 fee acquisition	16 @ \$800 each	\$12,800.00
PFE's (Project Funding estimates and sales package)		\$3,500.00

ACQUISITION

Acquisition of 15 parcels Includes TCE's and 1 fee parcel 16 @ \$2,500.00 each **\$40,000.00**
This includes appraisal coordination, offer letters, TCE documents, closing facilitation and certification coordination.

Total Fee Schedule **\$56,300.00**

ASSUMPTIONS

1. Fee is based on 15 parcels (16 impacts) to acquire in fee and/or easements. Any additional parcels added will result in a change in scope/fees.
2. Legal descriptions of areas to be acquired provided by City of Covington or their designated surveyor.
3. Costs do not include relocation services.
4. Costs assume 15 appraisals and reviews are complete.
5. Escrow fees, and recording costs are not included.
7. All parcels will conform to local, state, and federal requirements under 49 CFR and the Uniform Relocation and Acquisition Act as well as the City of Covington Right of Way procedures.
8. Weekly status report provided by consultant.

Agenda Item 1
Covington City Council Meeting
Date: March 13, 2018

SUBJECT: REVIEW THE 2018 SUMMIT ACTION ITEMS LIST

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. 2018 Summit Action Items List

PREPARED BY: Regan Bolli, City Manager

EXPLANATION:

On January 27, 2018 the Covington City Council and Leadership Team held their annual summit to discuss ongoing and new projects and policies for the coming year. After the summit a summary was drafted by facilitator Jim Reid and adopted by Council. From that summary this action item list was created to track the work completed on each action item from the summit.

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: ___Ordinance ___Resolution ___Motion ___Other

This item is for discussion purposes only.

REVIEWED BY: City Manager

2018 Summit Action Items

Action Items from the 2018 City Council Summit

ATTACHMENT 1

Item	Task	Status
Financial	Provide ECONorthwest’s financial planning report to council prior to them meeting with ECONorthwest.	
Strategic Plan	<ul style="list-style-type: none"> • Make edits to dates • Give each goal its own page 	
Taxes	Provide 2015 information about the comparison of taxes in neighboring cities	
Youth Council/Commissions	Assist Councilmembers Harto and Smith in scheduling times to visit local schools to recruit for CYC & Commissions	
Town Center	<ul style="list-style-type: none"> • Finalize short plat with KSD • Purchase property from KSD. 	
Covington Elementary School	Hire a consultant following the purchase of the property to assess repurposing the school and to identify the costs associated with repurposing and maintaining the school and school grounds.	
Aquatics Center	Hire a consultant to conduct a condition assessment of the Aquatics Center	
Tri-Cities Meeting	Try placing on the agenda: <ul style="list-style-type: none"> • Regional community/aquatic center. • Transportation (SEAL-TC). • Emergency Management Coordination. • Human Services (what we learned about car camping). 	
Regional Involvement	Provide timely information to councilmembers regarding regional board. Specifically PSRC Executive Board, GMP), PSRC’s Transportation Policy Board (TBP); and the King County Growth Management Planning Council (GMPC)	

TBD	<ul style="list-style-type: none"> • Explore the proper timing for placing this proposal on the ballot • Submit to the voters a proposition that calls for the car tab fee to be replaced by the sales tax of two-tenths-of-one-percent 	
Public Safety	Post crime prevention tips on website and/or social media.	
Council Policies & Procedures	<ul style="list-style-type: none"> • Multiple changes/edits will be made to better reflect current law and the council's intent. • Once the Emergency Management Coordinator is on board, hold a Council discussion about whether or not the Mayor should be able to act unilaterally in extreme circumstances during emergencies. Related to 4.2.5. 	
Issues on the Horizon (things to work on as time allows)	<ul style="list-style-type: none"> ▪ Garbage rates, every-other-week service, mini garbage cans (10 gallons), senior discounts, and the ability to opt out of service. ▪ The future of Camp McCullough, the eighteen-acre site on Pipe Lake. ▪ The lack of office space in Covington, including the lack of space for medical offices. ▪ The City's relations with Puget Sound Energy (PSE). ▪ The housing stock: its age, condition, and diversity. ▪ A lecture by and discussion with Peter Kageyama, the author of "For the Love of Cities." 	

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

**6:00 p.m. Tuesday, March 27, 2018 Special Meeting
Interviews for Commissions**

7:00 Tuesday, March 27, 2018 Regular Meeting

(Draft Agenda Attached)



CITY OF COVINGTON
CITY COUNCIL SPECIAL MEETING AGENDA – 6:00 P.M.
CITY COUNCIL REGULAR MEETING AGENDA – APPROXIMATELY 7:00 P.M.
www.covingtonwa.gov

Tuesday, March 27, 2018
7:00 p.m.

City Council Chambers
16720 SE 271st Street, Suite 100, Covington

Council will interview commission applicants beginning at 6:00 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER – approximately 7:00 p.m.

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Sexual Assault Awareness Month Proclamation (Alix Compton, Director of External Relations, King County Sexual Assault Resource Center)
- International Student Exchange Day (Kentlake & Kentwood High Schools)

RECEPTION TO WELCOME EXCHANGE STUDENTS AND TEACHERS

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to the City Council, not the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per speaker. Speakers may request additional time on a future agenda as time allows. *

APPROVE CONSENT AGENDA

- C-1. Minutes: February 27, 2018 Joint Meeting with CEDC; February 27, 2018 Regular Meeting; and March 13, 2018 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Adopt Jenkins Creek Park Master Plan (Newton)

REPORTS OF COMMISSIONS

- Youth Council Member
- Human Services Chair Leslie Hamada
- Arts Chair Ed White
- Parks & Recreation Chair Laura Morrissey
- Planning Chair Chele Dimmett
- Economic Development Co-Chair Josh Lyons

PUBLIC HEARING

1. Receive Public Testimony on Resolution Supporting Puget Sound Regional Fire Authority Ballot Measure (Bolli)

NEW BUSINESS

2. Consider Resolution Supporting Puget Sound Regional Fire Authority Ballot Measure (Bolli)
3. Consider Appointments to Commissions (Council)
4. Consider Street Pole Banner Designs (Slate)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

PUBLIC COMMENT *See Guidelines on Public Comments above in First Public Comment Section

EXECUTIVE SESSION – if needed

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).