



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

Tuesday, July 12, 2016
7:00 p.m.

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

*Council will interview Arts Commission and
Economic Development Council applicants beginning at 5:20 p.m.*

CALL CITY COUNCIL REGULAR MEETING TO ORDER

OATH OF OFFICE TO NEWLY APPOINTED COUNCILMEMBER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- 2016 Citizen of the Year Proclamation
- 2016 Honorary Citizen of the Year Proclamation

RECEPTION FOR NEWLY APPOINTED COUNCILMEMBER AND CITIZEN AND HONORARY CITIZEN OF THE YEAR

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)

NEW BUSINESS

1. Consider Appointment to Arts Commission (Council)
2. Consider Appointments to Economic Development Council (Council)
3. Consider Resolution to Purchase 3.4 Acres of Property to Create SoCo Park (Newton)
4. Consider Awarding Christensen, Inc. General Contractor the Contract for Covington Aquatic Center Room Addition Project (Newton)

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).

Consent Agenda Item C-1

Covington City Council Meeting

Date: July 12, 2016

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #34271-34324, including ACH and electronic fund transfers, in the amount of \$346,669.19, dated June 24, 2016; and Paylocity Payroll Checks #1005448952-1005449062 and Paylocity Payroll Checks #1005449025-#1005449025 inclusive, plus employee direct deposits, in the amount of \$186,018.80, dated July 1, 2016.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers: Vouchers #34271-34324, including ACH and electronic fund transfers, in the amount of \$346,669.19, dated June 24, 2016; and Paylocity Payroll Checks #1005448952-1005449062 and Paylocity Payroll Checks #1005449025-#1005449025 inclusive, plus employee direct deposits, in the amount of \$186,018.80, dated July 1, 2016.

June 24, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #34271 through Check #34324, including ACH payments and electronic fund transfers

In the Amount of \$346,669.19

We, 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 and that the claims are just, due and unpaid obligations against the City of Covington, Washington, County of King, and that we are authorized to authenticate and certify said claims per the attached register.

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
Mayor

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 6/24/2016 10:24 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0706	Covington Retail Associates	06/24/2016	
	4834	1st floor; operating expenses, July		9,895.60
	4834	1st floor; building lease, July		27,018.92
	4835	2nd floor; building lease, July		3,446.92
	4835	2nd floor; operating expenses, July		1,361.95
Total for this ACH Check for Vendor 0706:				41,723.39
ACH	0734	Joan Michaud	06/24/2016	
	0734-6	Michaud; defense screening, mileage, 6/14		8.53
Total for this ACH Check for Vendor 0734:				8.53
ACH	1091	Complete Office Solutions	06/24/2016	
	1372926-0	Goranson/Terwillegar; desk chair		383.33
	1372926-0	Mueller; desk chair		463.88
	1372926-0	Ball; desk chair		319.44
	1372926-0	Christenson; desk chair		319.44
	1372926-0	Slate; desk chair		446.50
	1372926-0	Dalton; desk chair		738.63
	1372926-0	Goranson/Terwillegar; desk chair		255.55
	1379778-0	Paper		46.96
	1382935-0	Christenson; stapler/staples		106.05
	1382935-0	Officer supplies		12.83
	C1356135-0	Return, paper		-39.62
Total for this ACH Check for Vendor 1091:				3,052.99
ACH	1103	Pat Patterson	06/24/2016	
	1103-6	Patterson; WRPA conference, mileage/parking		81.24
Total for this ACH Check for Vendor 1103:				81.24
ACH	1271	Rob Hendrickson	06/24/2016	
	16-08	Hendrickson; 2016 flexible spending		71.59
Total for this ACH Check for Vendor 1271:				71.59
ACH	1688	Mountain Mist	06/24/2016	
	054257-6	Aquatics; bottled water, May		57.76
	054257-6	Maint shop; bottled water, May		12.29
	054257-6	Maint shop; bottled water, May		12.29
	054257-6	Maint shop; bottled water, May		16.40
	054257-6	City hall; bottled water, May		109.06
Total for this ACH Check for Vendor 1688:				207.80
ACH	1901	Modern Building Systems, Inc.	06/24/2016	
	0074453	Maint shop; building lease, 7/1-8/1/16		426.80
	0074453	Maint shop; building lease, 7/1-8/1/16		426.80
	0074453	Maint shop; building lease, 7/1-8/1/16		569.06

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 1901:				1,422.66
ACH	2151 2151-6	Shawn Buck Buck; GIS conference, mileage/parking	06/24/2016	97.39
Total for this ACH Check for Vendor 2151:				97.39
ACH	2461 617462	Tri-Tec Communications, Inc. Telephone repairs, 5/26	06/24/2016	93.40
Total for this ACH Check for Vendor 2461:				93.40
ACH	2500 51043435	Tetra Tech, Inc. CIP 1127; engineering, 2/20-3/25/16	06/24/2016	17,607.75
Total for this ACH Check for Vendor 2500:				17,607.75
ACH	2633 0439588-IN 0439588-IN 0439589-IN 0439589-IN 0439589-IN 0439589-IN 0439590-IN 0439590-IN 0439590-IN 0439590-IN	National Safety, Inc. Safety harness lanyards Safety harness lanyards Terwillegar; safety ear muffs Terwillegar; safety ear muffs Terwillegar; shirts/sweatshirts Terwillegar; shirts/sweatshirts Goranson; shirts/jacket Goranson; safety vest Goranson; safety vest Goranson; shirts/jacket	06/24/2016	51.51 34.34 14.02 21.02 120.49 80.33 57.31 9.86 6.57 85.97
Total for this ACH Check for Vendor 2633:				481.42
ACH	2777 INV00240527	ThreatTrack Security, Inc. VIPRE AntiVirus subscription; 6/15-2/3/17	06/24/2016	94.70
Total for this ACH Check for Vendor 2777:				94.70
ACH	2811 I000444 I000444	Planet Technologies, Inc. Office365ProPlus renewal, use tax Office365ProPlus renewal, 6/16-5/17	06/24/2016	-417.96 5,277.96
Total for this ACH Check for Vendor 2811:				4,860.00
68	2783 2783-05-2016 2783-05-2016 2783-05-2016 2783-05-2016 2783-05-2016 2783-05-2016 2783-05-2016 2783-05-2016	WA State Dept of Revenue Business & Occupation Tax May 2016 Business & Occupation Tax May 2016 Business & Occupation Tax May 2016 Sales Tax May 2016 Sales Tax May 2016 Use Tax May 2016 Use Tax May 2016 Use Tax May 2016	06/24/2016	745.90 26.38 8,543.29 967.40 9.50 674.18 53.00 -46.44
Total for Check Number 68:				10,973.21
34271	0206 674199	AFLAC Insurance premiums, June	06/24/2016	391.07
Total for Check Number 34271:				391.07
34272	2251 9816	All City Sawing and Drilling, LLC Asphalt slab sawing, 5/13/16	06/24/2016	365.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34272:	365.00
34273	2033 11174	Aquatic Specialty Services Pool chemicals	06/24/2016	865.55
			Total for Check Number 34273:	865.55
34274	0077 43315	Association of WA Cities Wagner; AWC conference, registration	06/24/2016	375.00
			Total for Check Number 34274:	375.00
34275	0019	AWC Employee Benefits Trust	06/24/2016	
	100315L072016	Medical Insurance Premiums, July		457.23
	100315L072016	Medical Insurance Premiums, July		1,927.34
	100315L072016	Medical Insurance Premiums, July		9,341.34
	100315L072016	Medical Insurance Premiums, July		6,906.16
	100315L072016	Medical Insurance Premiums, July		1,541.89
	100315L072016	Medical Insurance Premiums, July		2,265.53
	100315L072016	Medical Insurance Premiums, July		2,339.54
	100315L072016	Medical Insurance Premiums, July		8,022.68
	100315L072016	Medical Insurance Premiums, July		2,948.53
	100315L072016	Medical Insurance Premiums, July		3,354.40
	100315L072016	Medical Insurance Premiums, July		2,387.54
	100315L072016	Medical Insurance Premiums, July		2,320.00
	100315L072016	Medical Insurance Premiums, July		9,253.69
	100315L072016	Medical Insurance Premiums, July		12,266.71
			Total for Check Number 34275:	65,332.58
34276	1306 56090040075-4	Bank of America Safety deposit box rental; 7/13/16-7/12/17	06/24/2016	92.00
			Total for Check Number 34276:	92.00
34277	2801 10099-05-16	Berk Consulting, Inc. Planning services, 5/1-5/31/16	06/24/2016	175.00
			Total for Check Number 34277:	175.00
34278	2368 147263 147606	Best Parking Lot Cleaning Inc. MV Street cleaning, June MV Street cleaning, parade route, 6/10	06/24/2016	7,503.48 712.42
			Total for Check Number 34278:	8,215.90
34279	3078 33	Bike Masters Inc. Bicycle parts; taillights, light bars	06/24/2016	135.67
			Total for Check Number 34279:	135.67
34280	0637 113137 113137	Bill's Locksmith Service, Inc. Keys, padlocks Keys, padlocks	06/24/2016	101.42 101.43
			Total for Check Number 34280:	202.85
34281	2829 97977430	BSN Sports, Inc. Flag Football; write boards	06/24/2016	171.47
			Total for Check Number 34281:	171.47

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
34282	3144 21074	C-N-I Locates, Ltd Aquatics; utility location services	06/24/2016	212.50
Total for Check Number 34282:				212.50
34283	1997 068900	Capital One Commercial Citizen police academy graduation; food/supplie	06/24/2016	137.74
Total for Check Number 34283:				137.74
34284	2366 1377461873	CenturyLink Business Services Aquatics; internet/loop, May	06/24/2016	360.00
Total for Check Number 34284:				360.00
34285	0366 0366-6	City of Covington SWM utility tax; May	06/24/2016	45,564.19
Total for Check Number 34285:				45,564.19
34286	1952 6224 6278	Covington Copy It...Mail It CCP; Phase 2, poster laminating Soccer sponsorship plaques; postage	06/24/2016	13.58 23.90
Total for Check Number 34286:				37.48
34287	0537 0537-6	Covington Water District CCP Phase 2; water availability certification app	06/24/2016	500.00
Total for Check Number 34287:				500.00
34288	2640 80960	Crown Films/Custom Bioplastics Dog waste bags	06/24/2016	217.54
Total for Check Number 34288:				217.54
34289	0159 3314219	Daily Journal of Commerce Aquatic Center Addition; bid notice	06/24/2016	698.10
Total for Check Number 34289:				698.10
34290	2615 867	David A. Clark Architects, PLLC Aquatic Center Addition; engineering through 6/	06/24/2016	3,749.05
Total for Check Number 34290:				3,749.05
34291	1983 50396437	De Lage Landen Financial Srvc Aquatics copiers' lease, 6/1-6/30/16	06/24/2016	104.41
Total for Check Number 34291:				104.41
34292	2467 73148764 73148764 73148764 73148764 73148764	Department of Enterprise Services Bykonen; business cards Bykonen; business cards Junkin; business cards Junkin; business cards Junkin; business cards	06/24/2016	20.63 20.63 16.50 12.38 12.38
Total for Check Number 34292:				82.52
34293	3145 13927275 13927275	Electric Lightwave Aquatics; telephone, 6/8-7/7/16 Maint shop; telephone, 6/8-7/7/16	06/24/2016	90.27 181.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	13927275	Maint shop; telephone, 6/8-7/7/16		136.16
	13927275	Maint shop; telephone, 6/8-7/7/16		136.16
	13927275	City hall; telephone, 6/8-7/7/16		711.81
Total for Check Number 34293:				1,255.94
34294	1213 077468	Everson's Econo-Vac, Inc. Storm cleaning, replace filters, 5/16-5/27/16	06/24/2016	4,382.95
Total for Check Number 34294:				4,382.95
34295	3146 16-1094 16-1094	Extractor Corporation Aquatics; swimsuit water extractor repair, use ta: Aquatics; swimsuit water extractor repair	06/24/2016	-112.66 1,422.66
Total for Check Number 34295:				1,310.00
34296	1733 136818 136818 136818 136818	The Good Earth Works, Inc. Maint; nylon line Maint; nylon line Maint; pruning saw Maint; pruning saw	06/24/2016	14.42 21.63 19.52 13.01
Total for Check Number 34296:				68.58
34297	0302 13599.00-18	Gray & Osborne Timberlane/Jenkins Park SW LID/Retro, 4/24-5/	06/24/2016	2,045.66
Total for Check Number 34297:				2,045.66
34298	2527 FRED-01-15 MAYE-01-15 SPIC-01-15 STOC-01-15 TREP-01-15	Harkness Construction, LLC Minor housing repair; FRED-01-15 Minor housing repair; MAYE-01-15 Minor housing repair; SPIC-01-15 Minor housing repair; STOC-01-15 Minor housing repair; TREP-01-15	06/24/2016	685.54 642.10 319.01 95.03 414.04
Total for Check Number 34298:				2,155.72
34299	2648 2648-6	Hart's Gymnastics Instructor payment; June	06/24/2016	374.40
Total for Check Number 34299:				374.40
34300	1722 0550043192 0550043193 0550043194 0550043195	Honey Bucket Skate park; portable toilet rental, 5/26-6/19/16 CCP; portable toilet service, 6/3-6/19/16 Mattson; portable toilet rental, 5/23-6/19/16 Kentwood; portable toilet rental, 5/23-6/19/16	06/24/2016	164.73 154.82 235.00 117.50
Total for Check Number 34300:				672.05
34301	3038 617535-1 617535-1 617535-1 617905-1 617905-1 617905-1	IBS, Inc. Maint shop; combo tool sets Maint shop; combo tool sets Maint shop; combo tool sets Maint shop; flap discs, sphag sorb fill, clamp Maint shop; flap discs, sphag sorb fill, clamp Maint shop; flap discs, sphag sorb fill, clamp	06/24/2016	260.78 347.72 260.78 171.96 128.96 128.96
Total for Check Number 34301:				1,299.16

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
34302	2234	Issaquah Honda Kubota	06/24/2016	
	59750I	#3371; gearbox		274.74
	60989I	#3370; gasket, gasket cover		37.78
	60989I	#3370; gasket, gasket cover		37.78
	60989I	#3370; gasket, gasket cover		50.37
	61738I	#3603; walker mower replacing #3371		16,420.62
Total for Check Number 34302:				16,821.29
34303	2792	Kent Fire Department RFA	06/24/2016	
	16-341	Fire investigation services; 1st Quarter 2016		446.50
	16-341	Fire services; 1st Quarter 2016		16,153.02
Total for Check Number 34303:				16,599.52
34304	0050	Kent School District	06/24/2016	
	0050-6	School Mitigation Payable; May		34,930.00
Total for Check Number 34304:				34,930.00
34305	0143	King County Finance	06/24/2016	
	11004644	City hall; internet services, May		375.00
	76546-76546	CIP 1028, Overlay testing, May		1,905.48
	76592-76592	Street services, May		153.75
	76598-76602	Street services; 4/25-5/26/16		6,660.86
	76628-76628	CIP 1028, Overlay, May		242.23
Total for Check Number 34305:				9,337.32
34306	0004	Office Depot	06/24/2016	
	840253944001	Conway; wristrest		17.39
	840255828001	Conway; mousepad		7.45
	840255829001	Conway; 5 shelf cabinet		291.57
	840255830001	Conway; desk table		284.52
	840255831001	Conway; magazine file		8.13
	840255832001	Conway; file cabinet		81.44
	842882821001	Office supplies		144.35
	844152256001	Office supplies		258.03
	844152368001	Office supplies		9.64
Total for Check Number 34306:				1,102.52
34307	1249	Orca Pacific Inc.	06/24/2016	
	21623	Pool chemicals		338.83
Total for Check Number 34307:				338.83
34308	0818	Pacific Office Automation	06/24/2016	
	50290961	Copier lease, 5/15-6/14/16		122.47
Total for Check Number 34308:				122.47
34309	0164	Pitney Bowes	06/24/2016	
	3300590253	Postage meter; property tax		56.76
Total for Check Number 34309:				56.76
34310	0161	Puget Sound Energy	06/24/2016	
	200003986730-6	Streets; electricity, 5/4-6/2/16		59.78
	200003987282-6	Streets; electricity, 5/5-6/3/16		48.40
	200003987464-6	Streets; electricity, 5/5-6/3/16		11.84
	200004045635	Streets; electricity, 5/4-6/2/16		62.98

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	200004045866-6	Streets; electricity, 5/5-6/3/16		53.53
	200005568858-6	Streets; electricity, 5/1-5/31/16		70.38
	200013103656-6	CCP; electricity, 5/1-5/31/16		41.59
	200013951476-6	Streets; electricity, 5/1-5/31/16		73.32
	200014568881-6	Maint shop; electricity, 5/1-5/31/16		45.59
	200014568881-6	Maint shop; electricity, 5/1-5/31/16		60.79
	200014568881-6	Maint shop; electricity, 5/1-5/31/16		45.60
	200022909309-6	Streets; electricity, 5/4-6/2/16		75.13
	200022909689-6	Skate park; electricity, 5/5-6/3/16		12.84
	220009801048-6	Streets; electricity, 5/5-6/3/16		79.21
	300000001770-6	City tree; electricity, 5/4-6/2/16		10.84
	300000001770-6	Streets; electricity, 5/4-6/2/16		10.84
	300000001788-6	Streets; electricity, 5/3-6/1/16		8,675.13
	300000001788-6	Streets; electricity, 5/3-6/1/16		62.77
	300000001804-6	Streets; electricity, 5/1-5/31/16		52.60
	300000001804-6	Streets; electricity, 5/4-6/2/16		39.87
	300000007744-6	Aquatics; natural gas, 5/1-5/31/16		2,012.08
	300000007744-6	Aquatics; electricity, 5/1-5/31/16		2,165.54
	300000007934-6	City hall; natural gas, 5/4-6/2/16		39.29
	300000011266-6	Crystal view; electricity, 5/4-6/2/16		10.84
	300000011266-6	SR 516; electricity, 5/4-6/2/16		138.02
			Total for Check Number 34310:	13,958.80
34311	1780 225	Rainier Gravel #3420; fabricate tailgate pins, weld bed	06/24/2016	800.93
			Total for Check Number 34311:	800.93
34312	1197 00055359	Rainier Wood Recyclers Disposal fees	06/24/2016	120.00
			Total for Check Number 34312:	120.00
34313	2196 4249	Revize, LLC Website Re-Design	06/24/2016	4,900.00
			Total for Check Number 34313:	4,900.00
34314	1905 C856881-701 C857292-701	Sharp Electronics Corporation Workroom copier; usage, 4/28-5/30/16 Aquatics; copiers usage, 5/10-6/6/16	06/24/2016	3,572.46 64.04
			Total for Check Number 34314:	3,636.50
34315	3012 INV00160313	Smarsh Inc. Mobile text archiving, 5/1-5/31/16	06/24/2016	49.50
			Total for Check Number 34315:	49.50
34316	3009 US-SCO-502932 US-SCO-502932 US-SCO-502932	SoftwareOne, Inc. Bates; Acrobat subscription, 11 month Beaufriere; Acrobat Pro subscription, 10 month Bates; Acrobat subscription, 11 month	06/24/2016	70.45 147.83 70.45
			Total for Check Number 34316:	288.73
34317	0993 0700-906800 0700-927900 0700-927900 0700-927900	Soos Creek Water & Sewer Dist. Aquatics; sewer, 4/1-5/31/16 Maint shop; sewer, 4/1-5/31/16 Maint shop; sewer, 4/1-5/31/16 Maint shop; sewer, 4/1-5/31/16	06/24/2016	1,867.38 35.93 35.93 47.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34317:	1,987.14
34318	1903 7685998	Sound Publishing, Inc. Weekly bulletins; 5/6, 5/20 & 5/27	06/24/2016	1,644.09
			Total for Check Number 34318:	1,644.09
34319	0217 L115224	State Auditor's Office Audit fees; May	06/24/2016	14,294.85
			Total for Check Number 34319:	14,294.85
34320	0376 136207667-003	United Rentals NW, Inc. Rental; road plate, 5/25-6/22/16	06/24/2016	986.09
			Total for Check Number 34320:	986.09
34321	2103 305994352 305994352 306933565	US Bancorp Equip Finance Inc. Copier lease Copier lease Workroom copier lease	06/24/2016	130.32 86.88 639.10
			Total for Check Number 34321:	856.30
34322	0046 9765769367 9765769367 9765769367 9765769367 9765769367 9765769367 9765769367 9765769367 9765769367	Verizon Wireless Cellular service/tablet data, 5/21-6/20/16 Cellular service/tablet data, 5/21-6/20/16 Cellular service/tablet data, 5/21-6/20/16 Cellular service/tablet data, 5/21-6/20/16 Cellular service, 5/21-6/20/16 Cellular service, 5/21-6/20/16 Cellular service, 5/21-6/20/16 Cellular service, 5/21-6/20/16 Cellular service, 5/21-6/20/16 Cellular service, 5/21-6/20/16	06/24/2016	98.62 124.69 227.14 225.50 30.12 47.77 29.30 188.90 26.44
			Total for Check Number 34322:	998.48
34323	0274 DUES 2016-00597	WASPC McCurdy; WASPC active dues	06/24/2016	245.00
			Total for Check Number 34323:	245.00
34324	2104 K03612590101	Zones, Inc. Mueller; Surface docking station/keyboard cover	06/24/2016	267.92
			Total for Check Number 34324:	267.92
			Total for 6/24/2016:	346,669.19
			Report Total (68 checks):	346,669.19

July 1, 2016

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 07/01/16 consisting of:

PAYLOCITY CHECK # 1005448952 through PAYLOCITY CHECK # 1005448962 and
PAYLOCITY CHECK # 1005449025 through PAYLOCITY CHECK # 1005449025 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$186,018.80

WE, 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 AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS
AGAINST THE CITY OF COVINGTON, WASHINGTON, COUNTY OF KING, AND THAT WE ARE
AUTHORIZED TO AUTHENTICATE AND CERTIFY SAID CLAIMS PER THE ATTACHED COUNCIL
APPROVAL REPORT.

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
Mayor

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

07/01/16 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
112702	Regular	7/1/2016	503	Bolli, Regan H	4,931.49
112703	Regular	7/1/2016	246	Kirshenbaum, Kathleen	401.49
112704	Regular	7/1/2016	243	Lyon, Valerie	1,509.36
112705	Regular	7/1/2016	234	Mhoon, Darren S	1,492.31
112706	Regular	7/1/2016	162	Michaud, Joan M	2,221.79
112707	Regular	7/1/2016	123	Scott, Sharon G	2,579.56
112708	Regular	7/1/2016	313	Slate, Karla J	2,545.74
112709	Regular	7/1/2016	275	Hart, Richard	3,008.48
112710	Regular	7/1/2016	368	Mueller, Ann M	1,266.17
112711	Regular	7/1/2016	487	Bykonen, Tyler B	164.60
112712	Regular	7/1/2016	180	Cles, Staci M	1,972.88
112713	Regular	7/1/2016	146	Hagen, Lindsay K	1,642.23
112714	Regular	7/1/2016	235	Hendrickson, Robert	3,857.18
112715	Regular	7/1/2016	105	Parker, Cassandra	2,650.23
112716	Regular	7/1/2016	353	Dalton, Jesse J	2,344.66
112717	Regular	7/1/2016	524	Denning, Jerald J	1,059.42
112718	Regular	7/1/2016	373	Fealy, William J	2,078.08
112719	Regular	7/1/2016	301	Gaudette, John J	2,015.49
112720	Regular	7/1/2016	511	Goranson, Gage W	1,506.04
112721	Regular	7/1/2016	186	Junkin, Ross D	2,983.36
112722	Regular	7/1/2016	559	Parker, Bryce R	854.26
112723	Regular	7/1/2016	457	Smith, Nathan H	1,182.23
112724	Regular	7/1/2016	408	Terwillegar, Jeremy A	1,703.70
112725	Regular	7/1/2016	560	Wareham, Casey M	1,118.40
112726	Regular	7/1/2016	377	Bates, Krista	752.30
112727	Regular	7/1/2016	268	Bykonen, Brian D	2,307.89
112728	Regular	7/1/2016	279	Christenson, Gregg R	2,947.97
112729	Regular	7/1/2016	270	Lyons, Salina K	2,370.50
112730	Regular	7/1/2016	269	Meyers, Robert L	3,468.53
112731	Regular	7/1/2016	284	Ogren, Nelson W	2,752.70
112732	Regular	7/1/2016	266	Thompson, Kelly	2,278.03
112733	Regular	7/1/2016	518	Islam, Shahinur	471.67
112734	Regular	7/1/2016	307	Morrissey, Mayson	3,099.26
112735	Regular	7/1/2016	199	Bahl, Rachel A	2,194.40
112736	Regular	7/1/2016	397	Ball, Jaquelyn I	1,588.62
112737	Regular	7/1/2016	451	Conway, Sean	1,569.76
112738	Regular	7/1/2016	428	Feser, Angela M	2,314.87
112739	Regular	7/1/2016	448	Finazzo, Dominic V	1,623.94
112740	Regular	7/1/2016	305	Kiselyov, Tatyana	1,620.46
112741	Regular	7/1/2016	453	Leung, Rachael M	1,352.04
112742	Regular	7/1/2016	194	Newton, Ethan A	3,363.80
112743	Regular	7/1/2016	195	Patterson, Clifford	2,521.74
112744	Regular	7/1/2016	106	Bates, Shellie L	2,215.20
112745	Regular	7/1/2016	349	Buck, Shawn M	1,851.60
112746	Regular	7/1/2016	273	French, Fred	147.87
112747	Regular	7/1/2016	436	Lindskov, Robert T	3,170.93
112748	Regular	7/1/2016	257	Parrish, Benjamin A	2,078.59
112749	Regular	7/1/2016	173	Vondran, Donald M	3,796.43
112750	Regular	7/1/2016	252	Wesley, Daniel A	2,260.02
112751	Regular	7/1/2016	388	Andrews, Kaitlyn E	176.87
112752	Regular	7/1/2016	434	Bailey, Brooke	276.14
112753	Regular	7/1/2016	534	Blakely, Gavin D	256.99
112754	Regular	7/1/2016	513	Bryant, Colin A	59.89

112755	Regular	7/1/2016	517	Burke, Austin W	283.76
112756	Regular	7/1/2016	549	Callen, Ian A	595.60
112757	Regular	7/1/2016	258	Cox, Melissa	815.15
112758	Regular	7/1/2016	526	Duval-Dreblow, Shailynn R	265.99
112759	Regular	7/1/2016	562	Grobbelaar, Jan G	89.51
112760	Regular	7/1/2016	508	Halbert, Olivia M	121.29
112761	Regular	7/1/2016	530	Hauck, Liam M	34.66
112762	Regular	7/1/2016	512	Hauer, Colton A	102.04
112763	Regular	7/1/2016	425	Knox, John Q	650.56
112764	Regular	7/1/2016	426	Knox, Patrick L	477.71
112765	Regular	7/1/2016	410	Lanz, Avalon A.	478.14
112766	Regular	7/1/2016	416	Lipinski, Matthew	454.52
112767	Regular	7/1/2016	539	Losacco, Alessandra G	624.01
112768	Regular	7/1/2016	558	Maine, Connor	174.66
112769	Regular	7/1/2016	435	Martin, Iain-Josiah	487.62
112770	Regular	7/1/2016	525	Mastroianni, Anthony J	261.52
112771	Regular	7/1/2016	483	Medel, Erick	191.44
112772	Regular	7/1/2016	340	Middleton, Jordan	450.30
112773	Regular	7/1/2016	550	Moriarty, Dylan M	80.84
112774	Regular	7/1/2016	319	Praggastis, Alexander	42.59
112775	Regular	7/1/2016	387	Praggastis, Elena C	240.87
112776	Regular	7/1/2016	429	Sizemore, Christine A	705.74
112777	Regular	7/1/2016	232	Smith, Gaylynn M.	208.70
112778	Regular	7/1/2016	492	Spencer, Ethan R	297.58
112779	Regular	7/1/2016	561	Steinmeyer, Karsten K	546.47
112780	Regular	7/1/2016	392	Wardrip, Spencer A	493.50
112781	Regular	7/1/2016	432	Wilton, Sara J	41.64
112782	Regular	7/1/2016	480	Woods, Dylan J	496.18
112783	Regular	7/1/2016	541	Cox, Christopher S	153.17
112784	Regular	7/1/2016	495	Tashiro-Townley, Joshua C	154.26
112785	Regular	7/1/2016	500	White, Preston A	28.93
112786	Regular	7/1/2016	116	Beaufrere, Noreen	2,990.41
112787	Regular	7/1/2016	137	Throm, Victoria J	2,031.18
1005448952	Regular	7/1/2016	364	Newell, Nancy J	113.59
1005448953	Regular	7/1/2016	471	Shank, Maia M	55.14
1005448954	Regular	7/1/2016	527	Ainsworth, Nicholas D	421.72
1005448955	Regular	7/1/2016	509	Brannon, David J	186.99
1005448956	Regular	7/1/2016	555	Casey, Noah	184.79
1005448957	Regular	7/1/2016	274	Goldfoos, Rhyan	231.96
1005448958	Regular	7/1/2016	564	Jackson-Kinney, Kyrsten S	94.26
1005448959	Regular	7/1/2016	399	Jensen, Emily A	467.98
1005448960	Regular	7/1/2016	489	Wold, Jared K	395.69
1005448961	Regular	7/1/2016	395	Wunschel, Ethan G.	388.46
1005448962	Regular	7/1/2016	556	Bethune, Lauchlin A	422.63
Totals for Payroll Checks		97 Items			120,011.91
Third Party Checks for Account Paylocity Account					
Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
112788	AGENCY	7/1/2016	401SS	ICMA Retirement Trust	19,082.55
112789	AGENCY	7/1/2016	457Ex	Vantagepoint Transfer Agent-	375.80
112790	AGENCY	7/1/2016	CICOV	City of Covington	3,155.45
112791	AGENCY	7/1/2016	Emp	City of Covington Employee	88.00
112792	AGENCY	7/1/2016	IC401	ICMA Retirement Trust	16,338.88
112793	AGENCY	7/1/2016	IC457	ICMA Retirement Trust	2,371.18
112794	AGENCY	7/1/2016	ROTH	ICMA Retirement Trust	150.00
112795	AGENCY	7/1/2016	VEBA	HRA VEBA Trust Contributions	1,827.50
1005449025	AGENCY	7/1/2016	JG1	WASH CHILD SUPPORT	110.41
Totals for Third Party Checks		9 Items			43,499.77

Tax Liabilities	22,257.08
Paylocity Fees	250.04
Grand Total	<u>186,018.80</u>

Agenda Item 1
Covington City Council Meeting
Date: July 12, 2016

SUBJECT: CONSIDER APPOINTMENT TO OPENING ON THE ARTS COMMISSION

RECOMMENDED BY: Pat Patterson, Recreation Manager
Ethan Newton, Parks & Recreation Director

ATTACHMENTS: Application provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Currently there are two vacant positions on the Arts Commission. Position No. 1 has a replacement term ending May 31, 2019. Position No. 3 has a replacement term ending May 31, 2017.

Will Cummings was interviewed by the City Council on July 12, 2016 for the Arts Commission. Mr. Cummings is within the three-mile radius of Covington city limits and is eligible for either position.

NOTE: Ordinance No. 11-10. *Membership, terms, residence requirements:* “The Arts Commission shall consist of seven members appointed by the City Council, two of which may be youth members who must be between the ages of 14 and 18 at the start of their terms. Up to two of the members may reside outside the City, but those outside must reside within a three-mile radius of the City limits. The remaining five members must work or reside within the City limits.”

ALTERNATIVES:

Not appoint at this time and direct staff to continue to advertise for additional applicants to be considered for the open position.

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

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill open Position No. 1 on the Arts Commission with a term expiring May 31, 2019.

or

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill open Position No. 3 on the Arts Commission with a term expiring May 31, 2017.

REVIEWED BY: City Manager, Parks & Recreation Director

Agenda Item 2
Covington City Council Meeting
Date: July 12, 2016

SUBJECT: APPOINTMENTS TO OPENINGS ON THE COVINGTON ECONOMIC DEVELOPMENT COUNCIL (CEDC).

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S): See Interview Schedule and Applications provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

Five CEDC terms will expire on July 31, 2016. Three of these terms are to be appointed by the City of Covington. Each term is for a period of two years. The city received four applications for appointment to CEDC. All applicants reside or work inside Covington city limits.

Name of Applicant

Jon Steve (interviewed July 12)

Laura Roth (interviewed July 12 and currently serving on CEDC; term ends 07/31/2016)

Adam Turley (interviewed July 12)

Matt McMahan (interviewed July 12)

ALTERNATIVES:

Not appoint at this time and direct staff to continue to advertise for additional applicants.

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

Council member _____ moves, Council member _____ seconds, to appoint _____ to fill a position on the Covington Economic Development Council with a term expiring July 31, 2018.

Council member _____ moves, Council member _____ seconds, to appoint _____ to fill a position on the Covington Economic Development Council with a term expiring July 31, 2018.

Council member _____ moves, Council member _____ seconds, to appoint _____ to fill a position on the Covington Economic Development Council with a term expiring July 31, 2018.

REVIEWED BY: City Manager

Agenda Item 3

Covington City Council Meeting

Date: July 12, 2016

SUBJECT: CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT AND OTHER CLOSING DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE OF 3.4 ACRES OF PROPERTY FOR THE PURPOSE OF CREATING SOCO PARK

RECOMMENDED BY: Ethan Newton, Parks & Recreation Director

ATTACHMENT(S):

1. Proposed Resolution
2. Real Estate Purchase and Sale Agreement

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:

In accordance with the city's Parks, Recreation and Open Space (PROS) Plan, the city has prioritized the purchase of three parcels on Wax Road to form SoCo Park in the Parks Capital Improvement Plan (CIP). The first parcel identified for acquisition is known as the Allmand property and is approximately 3.4 acres in size. For the purpose of acquiring this property, the council has approved a resolution authorizing a Recreation and Conservation Office (RCO) grant application in 2014, approved the awarded RCO grant contract in 2015 and approved the remaining allocation of funds necessary to complete the purchase as part of the 2016 city budget.

Two appraisals have been completed on this property. The first was completed during June 2014 and valued the property at \$900,000. To comply with grant requirements a more recent appraisal was completed during August 2015 and valued the property at \$810,000.

This property has a utility easement on approximately a 15' by 20' area in the northern corner of the parcel. The utility easement agreement was adopted in 2010 for an initial five-year term and is currently in year two of an additional optioned five-year term. With optional renewal terms, the easement agreement may continue for a duration up to an additional 20 years after the end of the current term (30 years total). The property owner collects approximately \$9,000 per year for the duration of the agreement.

Soon after the purchase of this property, limited improvements to this site will be completed per grant requirements, including removal of the buildings, noxious weed control, installation of fencing and other basic land improvements to allow for public access to the site. Additional park development is planned once the other two targeted parcels for this park are acquired.

FISCAL IMPACT:

The purchase cost for the 3.4 acres is \$1,000,000. Additional related costs, such as closing costs and land improvements are estimated to be \$195,933. Funding for this acquisition and related land improvements is available from multiple sources. The RCO grant provides \$436,764, a King County Conservation Futures Program grant provides \$492,716, city funds received from

the King County Park Levy provide \$60,000 and the city's general fund provides the remaining \$206,453 (approved as part of 2016 city budget).

The utility easement associated with this property produces \$9,000 a year (adjusted by CPI) in revenue for the property owner. Revenue from this easement agreement during the current term is approximately \$36,000 over 3 years. If the easement agreement is renewed by the parties for the full additional 20-years (30-years total), an additional \$180,000 of utility lease revenue would be collected over the 20-year period.

CITY COUNCIL ACTION: ___Ordinance X Resolution ___Motion ___Other

Council member _____ moves, Council member _____ seconds, to pass a resolution, in substantial form as presented, to authorize the City Manager to execute a real estate purchase and sale agreement and other closing documents necessary to complete the purchase of 3.4 acres of property for the purpose of creating SoCo Park.

REVIEWED BY: Finance Director, City Attorney, City Manager

RESOLUTION NO. 2016-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT AND OTHER CLOSING DOCUMENTS FOR ACQUISITION OF PARK PROPERTY FOR SOCO PARK.

WHEREAS, the City of Covington has a desire to acquire certain properties for city parks in accordance with the city’s Park, Recreation and Open Space Plan and Parks Capital Improvement Plan; and

WHEREAS, the Allmand property (King County parcel 3622059071) may be obtained voluntarily from the current owner; and

WHEREAS, the City Council has approved a resolution authorizing a Recreation and Conservation Office (RCO) grant application in 2014, approved the awarded RCO grant contract in 2015 and approved the remaining allocation of funds necessary to complete the purchase of property for park development as part of the 2016 city budget;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Covington, King County, Washington, that the City Manager is authorized to execute a real estate purchase and sale agreement attached hereto as Exhibit “A” and other closing documents for acquisition of the Allmand property (King County parcel 3622059071) for the purpose of creating SoCo Park.

ADOPTED in open and regular session on this 12th day of July, 2016, and signed in authentication thereof.

Mayor Jeff Wagner

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney

ATTACHMENT 2

REAL ESTATE PURCHASE AND SALE AGREEMENT EXHIBIT A

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is dated as of June 27, 2016, and is made between The heirs at law of Okla T. Allmand, also appearing of title as Okla T. Allmond, deceased and the heirs and devisees of Lavelle W. Allmond, deceased (“Seller”), and the City of Covington, Washington, a municipal corporation of the State of Washington (“Buyer”), each a “Party” and collectively referred to as the “Parties”.

RECITALS

The following recitals are a part of this Agreement and are agreed to and accepted by the Parties:

- A. Seller is the current owner of certain real property identified as King County Parcel No. 362205-9071, located within the City of Covington, WA, more particularly described below.
- B. The Covington City Council authorized acquisition of the Property.
- C. Seller is willing to convey and Buyer is willing to acquire the Property. Title will be conveyed by recordation of a Statutory Warranty Deed (the “Deed”).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

AGREEMENT

1. Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1 Land. That certain real property located in King, County, Washington, consisting of approximately 148,104 square feet of land and more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "Land").

1.2 Appurtenances. All rights, privileges, and easements appurtenant to the Land including, without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the Land; all development rights, air rights, water, water rights, and water stock relating to the Land; and any and all easements, rights-of-way, and other appurtenances used in connection with the beneficial use and enjoyment of the Land (all of which are collectively referred to as the "Appurtenances").

1.3 Improvements. All improvements and fixtures located on and permanently affixed to the Land (all of which are hereinafter collectively referred to as the "Improvements").

All of the items described to in **Paragraph 1.1, 1.2, 1.3** above are hereunder collectively referred to as the “Property”.

2. Purchase Price. The purchase price shall be One Million Dollars (\$1,000,000) (Purchase Price”). Buyer shall pay the Purchase Price to Seller at Closing in the reasonable and accustomed manner. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement.

3. Escrow. Within five (5) days following the execution and delivery of this Agreement, Buyer will open escrow with First American Title Insurance Company, 818 Stewart Street, Suite 800, Seattle, WA 98101 (the “Escrow Agent”), by depositing with Escrow Agent a copy of this Agreement.

4. Closing.

4.1 Time and Place. The closing of this purchase and sale of the Property (the “Closing”) shall take place at the offices of First American Title Company, 818 Stewart Street, Suite 800, Seattle, WA 98101 within forty-five (45) days of mutual acceptance of the Agreement (the “Closing Date”) and as set forth in Paragraph 6 of this Agreement; provided, however, that the Parties may mutually agree to extend the Closing Date.

4.2 Documents. At Closing, Buyer shall deliver into escrow all funds and documents required from Buyer pursuant to this Agreement to complete the purchase of the Property. At Closing, Seller shall deliver a fully executed Statutory Warranty Deed, in a form acceptable to Buyer, and such other documents and funds as may be required to close this transaction.

4.3 Payment. The Purchase Price, subject to any necessary reimbursements and/or adjustments, shall be paid by the Buyer at Closing. Buyer shall not be required to make an earnest money deposit

4.4 Proration. All rents, real property taxes, interest, and other similar expenses associated with the Property shall be prorated as of the Closing Date, with Seller responsible for any such expenses relating to the period prior to and including the Closing Date and with Buyer responsible for any such expenses relating to the period after the Closing Date, regardless of when payment therefor is due. Escrow Agent is instructed to prepare a certification that Seller is not a “foreign person” within the meaning of the Foreign Investment in Real Property Tax Act (“FIRPTA”). Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Escrow Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

4.5 Closing Costs. Buyer shall pay all escrow fees and other customary closing costs. Seller shall pay all taxes due, including but not limited to real estate excise tax and those included in **Paragraph 9.4** below.

5. Possession. Possession of the Property shall be delivered to Buyer at Closing.

6. Contingencies. In addition to all other contingencies noted in this Agreement, this offer is contingent upon the following:

6.1 Approvals. This Agreement is contingent upon approval of the City Council of the City of Covington.

6.2 Earnest Money. No earnest money deposit shall be paid.

7. Title. Title to the Property shall be conveyed to Buyer at Closing by Statutory Warranty Deed. Title to the Property shall be marketable and free of all encumbrances, defects or exceptions, except for: (a) rights, reservations, covenants, conditions, restrictions, easements, and encroachments that may presently be of record; (b) such exceptions as may be set forth in the preliminary commitment, title order number(s) NCS-645854-WA1 /Covington/Allmand (Commitment) issued by (Title Company) and previously obtained by Buyer, a copy of which is attached as Exhibit B; and (c) such other exceptions as may be approved by Buyer. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before Closing. Title to the Property shall be insured by a standard form owner's policy of title insurance issued by Title Company in the amount of the Purchase Price, insuring Buyer's interest in the Property. Buyer shall obtain said title insurance, and the title insurance premium shall be paid by Buyer at Closing.

8. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

8.1 Title. Seller is the sole owner of the Property. At Closing, Buyer will acquire the entire fee simple estate and right, title, and interest in and to the Property, free and clear of all recorded or unrecorded liens, encumbrances, covenants, restrictions, reservations, easements, options, tenancies, leases, encroachments, claims, or other matters affecting title or possession of the Property, subject only to the permitted exceptions included in Paragraph 7 herein.

8.2 Compliance with Law. To the best of Seller's knowledge the Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules, and regulations of any governmental authority having jurisdiction over the Property (including those related to zoning, building, subdivision, and engineering). Seller has no knowledge of any facts that might give rise to any violation of the foregoing matters.

8.3 Bankruptcy, Etc. No bankruptcy, insolvency, rearrangement, or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened by a third party, or contemplated by Seller.

8.4 Taxes and Assessments. Other than amounts disclosed by the Title Policy, to the best of Seller's knowledge no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed, or imposed on or against the Property.

8.5 Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

8.6 Tax Returns. With regard to the Property, Seller has filed all local, state, and federal tax forms that are required to be filed by Seller, has paid all taxes due and payable by Seller to date, and will pay all such taxes that become due and payable by Seller prior to the Closing or Seller agrees to have all current and past due taxes and any assessed or owing penalties deducted from the Purchase Price at Closing.

8.7 Mechanics' Liens. No labor, material, or services have been furnished in, on, or about the Property or any part thereof as a result of which any mechanics', laborer's, or materialmen's liens or claims might arise.

8.8 Underground Storage Tanks. To the best of Seller's knowledge, there are no cisterns, wells, subterranean storage, or underground storage tanks on the Property and underground storage tanks have not been removed from the Property.

8.9 Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date, other than such obligations so expressly assumed by Buyer pursuant to this Agreement or any liens or other obligations with respect to the Property which result from any action or activities by or on behalf of Buyer after the Closing Date. Seller, after the Closing Date, will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the possession, ownership or use of the Property prior to the Closing Date and shall indemnify, defend, and hold Buyer harmless therefrom.

8.10 Defaults. Seller is not in default and there has occurred no uncured event which, with notice, the passage of time, or both, would be a default under any contract, agreement, lease, encumbrance, or instrument pertaining to the Property.

8.11 Litigation. There is no litigation or threatened litigation which could now or in the future in any way constitute a lien, claim, or obligation of any kind on the Property, affect the use, ownership, or operation of the Property, or otherwise adversely affect the Property. For purposes of this **Paragraph 8.11**, litigation includes lawsuits, actions, administrative proceedings, governmental investigations, and all other proceedings before any tribunal having jurisdiction over the Property.

8.12 Violation of Property Restrictions. To the best of Seller's knowledge, the Property and the current use, occupation, and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions, or agreements (including, without limitation, any of the permitted exceptions pursuant to Paragraph 7 herein), site plan approvals, zoning, or urban redevelopment plans applicable to the Property.

8.13 Good Standing and Due Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation hereunder and the

transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid, and binding obligation enforceable against Seller in accordance with its terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with, nor does it constitute a default under any term or provision of, any partnership agreement of Seller, or any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule, or regulation of any governmental authority or of any provision of any applicable order, judgment, or decree of any court, arbitrator, or governmental authority.

8.14 No Omissions. All representations and warranties made by Seller in this Agreement, and all information contained in any certificate furnished by Seller to Buyer in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading. The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and to the best of Seller's knowledge contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

9. Covenants of Seller. Seller covenants and agrees as follows:

9.1 Perform Obligations. From the date of this Agreement to the Closing Date, Seller will perform all of its monetary and non-monetary obligations under all indebtedness (whether for borrowed money or otherwise) and the liens securing same pertaining to the Property or any portion thereof, if any.

9.2 No Liens. From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property, nor will Seller grant, create, or voluntarily allow the creating of, or amend, extend, modify, or change any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option, or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

9.3 Provide Further Information. From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

9.4 Real Property Taxes. Seller shall pay at or prior to Closing the pro-rata share of real property taxes due or to become due with respect to the Property for the period up to the Closing Date. Seller shall pay in full any assessments due or to become due with respect to the Property prior to Closing, including all past due and owing taxes and penalties assessed against the Property. Seller is responsible for payment of all taxes due related to this transaction, including but not limited to Washington State real estate excise tax.

9.5 Monetary Liens. Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to all or any portion of the Property including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable), and

financing statements. Seller shall be responsible for payment of any monetary encumbrances to be paid off at closing.

9.6 Possession. Possession of the Property shall be delivered to Buyer at Closing.

10. Environmental Compliance. Seller warrants, represents, covenants, and agrees:

10.1 Hazardous Substances. Seller has not used, generated, manufactured, produced, stored, released, discharged, or disposed of on, under, above, or about the Property (or off-site of the Property that might affect the Property), or transported to or from the Property any Hazardous Substance (as defined herein), or allowed any other person or entity to do so. Seller has no knowledge nor has Seller observed any questionable practice or conduct indicating that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged, or disposed of on, under, or above Property (or off-site of the Property that might affect the Property), or transported to or from the Property by any entity, firm, or person, or from any source whatsoever.

10.2 Pre-closing Covenant. Seller will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under, above, or about the Property (or off-site of the Property that might affect the Property), or transport to or from the Property any Hazardous Substance, or authorize any other person or entity to do so, prior to the closing.

10.3 Environmental Indemnity. Seller shall protect, indemnify, hold harmless, and defend Buyer and its employees, agents, parents, subsidiaries, contractors, consultants, successors, and assigns from and against any and all loss, damage, cost, expense, or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant, or agreement contained in this **Paragraph 10** including, without limitation, (a) all consequential damages, and (b) the costs of any required or necessary repairs, cleanup, or detoxification of the Property and the preparation and implementation of any closure, remedial, or other required plans. This indemnity does not apply to actions of Buyer, its agents, or independent contractors.

10.4 Definitions. For the purposes of this Agreement, the term "Hazardous Substance" includes, without limitation, (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes" or "solid waste" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; and (d) chlorinated solvents. For the purposes of this Agreement, the term "Environmental Law" includes any federal, state, municipal, or local law, statute, ordinance, regulation, order, or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

11. Indemnification. Seller shall pay, protect, defend, indemnify, and hold Buyer and its successors and assigns harmless from and against any and all loss, liability, damage, and expense suffered or incurred by reason of (a) the breach of any representation, warranty, or agreement of Seller set forth in this Agreement; (b) the failure of Seller to perform any obligation required by this Agreement to be performed by Seller; (c) the ownership, maintenance, and/or

operation of the Property by Seller prior to the Closing, not in conformance with this Agreement; or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Seller, its representatives, employees, contractor, or suppliers that occurred before Closing. Seller shall defend any claim covered by this indemnity using counsel reasonably acceptable to Buyer.

12. Condemnation. In the event of any commenced, to be commenced, or consummated proceedings in eminent domain or condemnation conducted by an entity other than Buyer (collectively "Condemnation") respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement pursuant to this Paragraph 12, neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title, and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

13. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands, or other communications required or desired to be given hereunder by any party (collectively, "notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail (certified, registered, or express mail with postage prepaid). If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given seventy-two (72) hours after the deposit thereof in the United States mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: Ralph Allmand
 1751 Bettas Road
 Cle Elum, WA
 98922

To Buyer: City of Covington
 Attention: City Clerk
 16720 SE 271st St., Suite 100
 Covington, WA
 98045

With copy to: Jeri J. Cranney
 Abaco Pacific, Inc.
 P.O. Box 1119
 North Bend, WA 98045

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

14. Event of Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty, or covenant set forth herein), Buyer shall be entitled to seek monetary damages and specific performance of Seller's obligations hereunder, together with all and any remedies available at law and equity.

15. Miscellaneous.

15.1 Applicable Law. This Agreement shall in all respects be governed by the laws of the State of Washington.

15.2 Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder to carry out the intent of the parties hereto.

15.3 Modification or Amendment, Waivers, Extension of Time. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by all of the parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

15.4 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.

15.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The parties do not intend to confer any benefit under this Agreement to any person, firm, or corporation other than the parties.

15.6 Attorneys' Fees. In the event of default, the defaulting party agrees to pay the non-defaulting party all reasonable expenses which are incurred by reason thereof including, but not limited to, reasonable attorney's fees, whether with respect to the investigation of such default or the pursuit of remedies with respect thereto, or in legal proceedings, or otherwise, and all such expenses of the non-defaulting party. The term "legal proceedings" as

used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy, and judicial proceedings, including appeals therefrom.

15.7 Construction. Captions are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15.8 Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.9 Survival. The covenants, agreements, representations, and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

15.10 Commission, Finders' or Brokers' Fees. Buyer and Seller hereby certify that they have not used the services of any real estate broker or other entity or individual to whom a commission or fee shall be owed as a result of the Closing of this transaction.

15.11 Computation of Time. Unless otherwise specified in this Agreement, any period of time stated in this Agreement shall start on the day following the event commencing the period and expire at 6:00PM of the last calendar day of the specified time period, unless the last day of the time period is a Saturday, Sunday, or Legal Holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire the next day that is not a Saturday, Sunday, or Legal Holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays, or Legal Holidays. Time is of the essence of every provision of this Agreement.

15.12 Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war; natural catastrophe; strikes, walkouts, or other labor industrial disturbance; order of any government, court, or regulatory body having jurisdiction; shortages, blockade, embargo, riot, civil disorder; or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

15.13 Counterparts. This Agreement may be executed in one or more counterparts.

This offer will expire if not executed by Seller on or before August 30, 2016.

SELLER:

The heirs at law of Okla T. Allmand, also appearing of title as Okla T. Allmond, deceased and the heirs and devisees of Lavelle W. Allmond, deceased

Date

Date

BUYER:

City of Covington, Washington, a municipal corporation of the State of Washington

Regan Bolli, City Manager Date

Attested by: City Clerk

Approved as to form only:

Sara Springer, City Attorney

EXHIBIT 'A'

LEGAL DESCRIPTION:

THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF COUNTY ROAD NO. 962, WHICH POINT IS 853.4 FEET SOUTHWESTERLY FROM THE INTERSECTION OF SAID CENTER LINE WITH THE EAST AND WEST CENTER LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36;

THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID ROAD CENTER LINE 400 FEET;

THENCE SOUTHWESTERLY PARALLEL WITH SAID ROAD CENTER LINE 400 FEET;

THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID ROAD CENTER LINE 400 FEET;

THENCE NORTHEASTERLY ALONG SAID ROAD CENTER LINE 400 FEET TO THE POINT OF BEGINNING;

EXCEPT COUNTY ROAD NO. 962.

EXHIBIT 'B'

TITLE COMMITMENT

First American Title Insurance Company (NCS-645854-WA1)



COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title Insurance Company, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagor of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of the Commitment or by subsequent endorsement.

This Commitment if preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."



First American Title Insurance Company

By:  President

Attest:  Secretary

By:  Countersigned



***First American Title Insurance Company
National Commercial Services***

818 Stewart Street, Suite 800, Seattle, WA 98101
(206)728-0400 - (800)526-7544 FAX (206)448-6348

Laura Lau
(206)615-3017
llau@firstam.com

Moniqueje Schmitt-Johnson
(206)615-3141
mschmittjohnson@firstam.com

To: **Abaco Pacific, Inc.**
Po Box 1119
North Bend , WA 98045

File No.: **NCS-645854-WA1**
Your Ref No.: **362205-9071**

Attn: Jeri Cranney

**4th REPORT
SCHEDULE A**

- 1. Commitment Date: June 01, 2016 at 7:30 A.M.
- 2. Policy or Policies to be issued:

	AMOUNT		PREMIUM		TAX
ALTA Extended Owner Policy	\$ 900,000.00	\$	To follow	\$	

Proposed Insured:
City of Covington, a municipal corporation

- 3. The estate or interest in the land described on Page 2 herein is **Fee Simple**, and title thereto is at the effective date hereof vested in:

The heirs at law of Okla T. Allmand, also appearing of title as Okla T. Allmond, deceased and the heirs and devisees of Lavelle W. Allmond, deceased
- 4. The land referred to in this Commitment is described as follows:

The land referred to in this report is described in Exhibit "A" attached hereto.

EXHIBIT 'A'

LEGAL DESCRIPTION:

THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF COUNTY ROAD NO. 962, WHICH POINT IS 853.4 FEET SOUTHWESTERLY FROM THE INTERSECTION OF SAID CENTER LINE WITH THE EAST AND WEST CENTER LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36;
THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID ROAD CENTER LINE 400 FEET;
THENCE SOUTHWESTERLY PARALLEL WITH SAID ROAD CENTER LINE 400 FEET;
THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID ROAD CENTER LINE 400 FEET;
THENCE NORTHEASTERLY ALONG SAID ROAD CENTER LINE 400 FEET TO THE POINT OF BEGINNING;

EXCEPT COUNTY ROAD NO. 962.

SCHEDULE B - SECTION 1
REQUIREMENTS

The following are the Requirements to be complied with:

- Item (A) Payment to or for the account of the Grantors or Mortgagors of the full consideration for the estate or interest to be insured.
- Item (B) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
- Item (C) Pay us the premiums, fees and charges for the policy.
- Item (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions

SCHEDULE B - SECTION 2
GENERAL EXCEPTIONS

The Policy or Policies to be issued will contain Exceptions to the following unless the same are disposed of to the satisfaction of the Company.

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of person in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- E. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in acts authorizing the issuance thereof; (3) Water rights, claims or title to water; whether or not the matters excepted under (1), (2) or (3) are shown by the public records; (4) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor, materials or medical assistance theretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgages thereon covered by this Commitment.

**SCHEDULE B - SECTION 2
(continued)
SPECIAL EXCEPTIONS**

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the **City of Covington** is at **1.78%**.
Levy/Area Code: 1064

For all transactions recorded on or after July 1, 2005:

- A fee of \$10.00 will be charged on all exempt transactions;
- A fee of \$5.00 will be charged on all taxable transactions in addition to the excise tax due.

2. Reservations contained in Deed from the State of Washington recorded under recording no. 890435, reserving all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.
3. Covenants, conditions, restrictions and/or easements:
Recorded: April 10, 1920
Recording No.: 1408211
4. Reservations contained in Deed from the State of Washington recorded under recording no. 1918903, reserving all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.
5. The terms and provisions contained in the document entitled "Sensitive Area Notice" recorded April 2, 1991 as 9104020928 of Official Records.

Said instrument is a re-record of recording no(s). 9104010629.

6. Easement, including terms and provisions contained therein:
Recording Information: 20110516000389
In Favor of: Puget Sound Energy, Inc.
For: Transmission, distribution and sale of electricity
7. Matters of extended owner/purchaser coverage which are dependent upon an inspection and an ALTA survey of the property for determination of insurability.

Please submit a copy of the ALTA Survey at your earliest convenience for review. Our inspection will be held pending our review of the ALTA Survey and the result of said inspection will be furnished by supplemental report.

8. This item has been intentionally deleted.
9. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

10. Delinquent General Taxes for the year 2016.
- | | |
|-----------------------------|--------------------------------|
| Tax Account No.: | 362205-9071-02 |
| Amount Billed: | \$ 14,723.71 |
| Amount Paid: | \$ 0.00 |
| Amount Due: | \$ 14,723.71, plus
interest |
| Assessed Land Value: | \$ 1,125,000.00 |
| Assessed Improvement Value: | \$ 1,000.00 |

11. Lavelle W. Allmand died leaving a Non-Intervention Will.
- | | |
|--------------------------|-----------------------------|
| Admitted to Probate: | March 4, 2015 |
| Probate Case No.: | 15-4-01439-8, King County |
| Personal Representative: | Ralph Louis Allmand |
| Attorney for Estate: | Henry W. Grenley, WSBA#1321 |

Said personal representative is authorized to administer the estate without intervention of court and to mortgage, convey or contract to convey decedent's interest in said premises.

12. It is our understanding that Okla T. Allmand is now deceased. However, we find no evidence of record in King County that said party is in fact deceased or of a probate of the estate of said decedent. Therefore, the company will require the following prior to closing:
- (A) A completed signed and acknowledged Lack of Probate Affidavit, the form and substance of which is subject to the approval of this company;
 - (B) A copy of the decedent's last will. If the decedent did not leave a will, this should be so noted on the Lack of Probate Affidavit;
 - (C) A copy of the community property agreement, if such existed. If not, this should be noted on the Lack of Probate Affidavit.
 - (D) Proof of death of the decedent, made by recording of death certificate in the office of the N/A County Auditor

13. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990.

Note: Properties located in Snohomish County and Pierce County may be subject to the King County Sewage Treatment Capacity Charges. To verify charges contact: (206) 296-1450 or CapChargeEscrow@kingcounty.gov.

14. Prior to issuance of an extended coverage policy, the Company will require an Owner's Affidavit be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirement as warranted.
15. The terms and provisions contained in the document entitled "Memorandum of Easement Agreement" recorded May 9, 2016 as 20160509000371 of Official Records.

INFORMATIONAL NOTES

A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.

C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

S. 36, Twn. 22N, Rge. 5E, SH NE and SE NW

APN: 362205-9071-02

Property Address: **17081 Southeast Wax Road, Covington, WA 98042**

D. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

END OF SCHEDULE B



First American Title Insurance Company
National Commercial Services

COMMITMENT
Conditions and Stipulations

1. The term "mortgage" when used herein shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of a defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment, other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act or reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option, may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of Policy or Policies committed for, and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the Policy or Policies committed for and such liability is subject to the Insuring provisions, exclusion from coverage, and the Conditions and Stipulations of the form of Policy or Policies committed for in favor of the proposed Insured which are hereby incorporated by references, and are made a part of this Commitment except as expressly modified herein.
4. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest or the lien of the Insured mortgage covered hereby or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this Commitment.

The First American Corporation
First American Title Insurance Company
National Commercial Services
PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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Agenda Item 4

Covington City Council Meeting

Date: July 12, 2016

SUBJECT: CONSIDER AWARDING CONTRACT FOR THE COVINGTON AQUATIC CENTER ROOM ADDITION PROJECT TO CHRISTENSEN, INC, IN THE AMOUNT OF \$169,144.50 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

RECOMMENDED BY: Ethan Newton, Parks & Recreation Director

ATTACHMENT(S):

1. Invitation to Bidders
2. Bid Results
3. Agreement with Christensen, Inc. General Contractor

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:

On May 27, 2016, the city advertised an invitation to bidders for the Covington Aquatic Center (CAC) Room Addition Project (“Project”). Bid openings for the Project occurred on June 22, 2016.

The Project adds approximately 700 sq. ft. of building space to the existing concrete framed Aquatic Center facility to be used as a multipurpose room (for recreation programs, birthday party rentals, lifeguard training, etc.). Work includes excavation to the depth of the original sloping grade, structural backfill, finish grading, re-routing or installation of modified utilities including footing drains, concrete sidewalks, footings, and slab-on-grade, wood framed walls, premanufactured roof trusses, asphalt composition shingles, metal gutters, downspouts, flashing, horizontal lap cement board siding and trim boards, vinyl windows, installation of door into existing aluminum storefront system (includes demolition of frame and glazing), GWB, new countertop, sealed concrete floors, HVAC unit and ducting, grilles and louvers, electrical lights, and power. During the bidding process, the city issued one bid additive for the relocation of the domestic water supply line.

Four bids were received by the city and the total bids (base bid plus the bid additive) ranged from \$169,144.50 to \$301,473.60. The architect’s cost estimate range for all Project work, including the bid additive is between \$170,000 and \$190,000. The lowest bid was submitted by Christensen, Inc. General Contractor (“Christensen”) in the amount of \$169.144.50.

To be considered the lowest responsive and responsible bidder, a bid must substantially comply with the applicable bid procedures and specifications. However, the low bid by Christensen had an irregularity in the form of the bid amount, wherein they only included a lump sum bid amount for all Project work, rather than breaking out the subtotals for the original scope of work and the bid additive, as required by the bid form issued with the bid additive. Because Christensen signed and indicated acknowledgement of all bid additions issued by the city for the Project, the

city chose to waive the bid informalities and considered Christensen's lump sum bid amount as inclusive of all Project work, including the bid addition. The waiver of this informality provided no advantage to Christensen over the other bidders as, again, Christensen signed and acknowledged that the bid amount was inclusive of all Project work and bid additions. City staff notified Christensen of this informality and Christensen confirmed that they would agree to perform all Project work, including that in the bid additive, for their submitted bid amount of \$169,144.50. The city has clarified this bid informality in the Project agreement. (Attachment 3)

Given that a qualifying bid was received within the project budget, staff's recommendation to council is to award the contract for the Project to Christensen in the amount of \$169,144.50.

ALTERNATIVES:

1. Reject all bids and rebid the Project, which would delay the Project.
2. Reject all bids and choose not to proceed with the Project. Terminating the Project will require the city to decline the state grant funds.

FISCAL IMPACT:

The Project is funded by a Washington State Department of Commerce grant. The grant amount allocated for the Project is \$242,107.46 and has been approved for expenditure in the 2016 city budget. There are ample funds in this grant to award this bid as proposed and complete this Project.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to award the contract for the Covington Aquatic Center Room Addition Project to Christensen, Inc. General Contractor as the lowest responsive bidder in the amount of \$169,144.50 and to authorize the City Manager to execute an agreement with Christensen, Inc. General Contractor for the same.

REVIEWED BY: Finance Director, City Attorney, City Manager



INVITATION TO BIDDERS COVINGTON AQUATIC CENTER (CAC) ROOM ADDITION

Pre-Bid Meeting: 10:30 am on Tuesday, June 7, 2016
Bid due date: ~~2:00pm on Thursday, June 16, 2016~~ 2 PM on Wednesday, June 22, 2016 (addendum #1)

PROJECT DESCRIPTION: The City of Covington (the "City" or the "Owner") requests sealed bid proposals for construction services for the City of Covington Aquatics Center ("CAC") project (the "Project"). This Project, as more completely described in the Contract Documents, generally include construction of the following:

This Project consists of an addition to the existing concrete framed Aquatic Center facility. Work includes excavation to the depth of the original sloping grade, structural backfill, finish grading, re-routing or installation of modified utilities including footing drains, concrete sidewalks, footings, and slab-on-grade, wood framed walls, premanufactured roof trusses, asphalt compositions shingles, metal gutters, downspouts, and flashing, horizontal lap cement board siding and trim boards, vinyl windows, installation of door into existing aluminum storefront system (includes demolition of frame and glazing), GWB, new countertop, sealed concrete floors, rubber accessories, HVAC unit and ducting, grilles and louvers, electrical lights, power. Scope includes miscellaneous items related to removal of existing and installation of new systems.

ESTIMATE / TIME FOR COMPLETION: The architect's cost estimate range is between \$170,000 and \$190,000, including WSST. The entire project, including cleanup, shall be physically completed within One Hundred Twenty (120) calendar days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Documents and Project Manual for this Project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, City of Covington, Washington.

PROJECT MANUAL: The Project Manual for this Project, including plans, specifications, and addenda may be obtained as follows:

- From the Project Architect, David A. Clark Architects, 33017 134th Ave SE, Auburn, WA 98092
- Bidders may *examine* the Project Manual at Covington City Hall or at the office of the Architect.
- **Only bidders who obtain full sets of the Project Manual from the Project Architect will be listed on the official "Planholder's List", used for distribution of addendum and other official and legal purposes.** A list of firms obtaining plans from other sources shall not be kept.

INQUIRIES: Inquiries regarding this Project may be directed to the Project Architect, David A. Clark Architects, Attn: David Clark, (253) 351-8877 or by email at dclark@clarkarchitects.com. All formal inquiries must be received in writing (email is acceptable) no later than 5:00pm on Wednesday, June 8, 2016, and addressed to the Project Architect, David A. Clark.

**CITY OF COVINGTON
COVINGTON AQUATIC CENTER (CAC) ADDITION PROJECT**

PRE-BID SITE VISIT: A pre-bid site visit will be held at **10:30 am on Tuesday, June 7, 2016**, meeting at the entry of the Covington Aquatics Center at 18230 SE 240th Street, Covington, WA 98042. All prospective bidders are strongly encouraged to attend. Non-attendance on the part of the bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of the bid documents or any addenda.

BID SUBMITTAL: Sealed bid proposals will be received only at the City of Covington, City Hall, 16720 SE 271st Street, Suite 100, Covington, WA 98042, or hand delivered to the City reception desk, **no later than 2:00pm on Thursday, June 16, 2016 2:00pm on Wednesday, June 22, 2016 (addendum #1)**, after which time bids will be publicly opened and read. Bid proposals received after the time fixed for opening will not be considered. The outside of all bid envelopes must be clearly labeled with the following information: "Bid Documents", name of project, date and time of bid opening, and the bidder's business name, address, and telephone. Bid proposals are to be submitted only on the form provided with the Contract Documents.

BID GUARANTY / WITHDRAWAL: All bid proposals must be accompanied by a certified check, cashier's check, money order, or bid bond payable to the "City of Covington" and in an amount of not less than five percent (5%) of the total amount bid. No bidder may withdraw their bid proposal after the time fixed for opening thereof, or before award of contract, unless said award is delayed for a period exceeding ninety (90) calendar days.

PREVAILING WAGES: The contractor and all subcontractors will be required to pay prevailing wages as specified in the Contract Documents.

RIGHTS RESERVED: The City of Covington expressly reserves the right to reject any or all bid proposals and to waive minor irregularities or informalities in the bidding process. The City of Covington reserves the right to award the Project contract to the lowest responsive, responsible bidder based on the Bid Proposal as it best serves the interests of the city. In determining the lowest responsive, responsible bidder, consideration will be given to the criteria listed in RCW 39.04 and the Contract Documents.

INTENDED DATES OF PUBLICATION: Seattle Daily Journal of Commerce: May 27, 2016 and June 6, 2016; Covington Reporter: May 27, 2016.

City of Covington
Aquatics Center

Estimate

\$ 179,667

<i>Room Addition</i>		22-Jun-16 Bid Date						
Bid Results		Base Bid	Bid Alternate 1	Bid Proposal	Addendum 1 acknowledged?	Bid Security	10% list (within 7 days)	Qual. Statement
No.	Contractor							
1	Christensen Construction	\$ 169,144.50	Incl. in base bid	X	X	X		X
2	Danneko Construction	\$ 182,448.00	\$ 20,634.00	X	X	X		
3	Collaborative Construction	\$ 215,648.11	\$ 10,936.02	X	X	X		X
4	Rod McConkey Construction	\$ 284,097.60	\$ 17,376.00	X	X	X	X	X

**CITY OF COVINGTON
PUBLIC WORKS AGREEMENT
COVINGTON AQUATICS CENTER ADDITION PROJECT**

ATTACHMENT 3

THIS AGREEMENT is entered into on the date last below written between the **CITY OF COVINGTON** (the “Owner” or the “City”) and Christensen Inc. General Contractor (the “Contractor”), collective referred to as the “Parties”, for the public works project known as the Covington Aquatics Center (CAC) Addition (the “Project”).

In consideration of the terms and conditions contained herein, the Parties agree as follows:

- 1. PROJECT WORK.** The Contractor shall construct an addition to the Covington Aquatics Center building and relocate the domestic water supply line as outlined and as further shown, described, and indicated in Attachment A hereto, and incorporated fully herein by this reference (the “Project Work”). The Contractor shall execute the Project Work upon receipt of a Notice to Proceed and as directed by the City.
- 2. PAYMENT.** The City shall pay the Contractor for all Project Work performed under this Agreement the firm fixed price set forth in the Contractor’s Bid Proposal (Attachment B) in the amount of \$169,144.50.

The Contractor expressly acknowledges and agrees that the lump sum bid amount of \$169,144.50 is for performance of all Project Work, including the original scope of work for the CAC addition and the bid addition work for the relocation of the domestic water supply line.

- 3. CONTRACTOR RESPONSIBILITIES.** The Contractor shall perform all Project Work and furnish and bear the expense of all tools, materials, equipment, and labor as may be required for the transfer of materials and for construction and completion of the Project Work, except as otherwise designated in the Project plans and specifications, “to be provided by the City.” The Contractor agrees to perform any necessary alterations in or additions to the Project Work as required by the City. The Contractor shall complete the Project Work in accordance with and as described in the Project plans and specifications and Contract Documents, as defined herein. Contractor binds him/herself, his/her heirs, executors, administrators, successors, and assigns.
- 4. CITY RESPONSIBILITIES.** The City agrees to engage the Contractor to perform all work necessary to complete the Project Work according to the Project plans and specification under the terms and conditions contained in this Agreement and the Contract Documents, as defined herein. The City agrees to pay the Contractor according to the Contractor’s Bid Proposal at the time, in the manner, and upon the conditions provided for in the Contract Documents.
- 5. PROJECT TIMELINE.** The Contractor shall substantially complete the Project Work required within 105 working days (the Substantial Completion Date) and physically complete the Project Work within 120 working days (the Physical Completion Date) after the City’s issuance of the Notice to Proceed.
- 6. LIQUIDATED DAMAGES.** The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Project Work is not completed within the time, plus any extensions thereof, allowed in accordance with this Agreement. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Project Work is not completed within the time allowed in this Agreement. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner six hundred dollars (\$600 USD) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Project Work and six hundred dollars (\$600 USD) for each

CITY OF COVINGTON PUBLIC WORKS AGREEMENT

working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Project Work.

7. **CONTRACT DOCUMENTS.** This Agreement, which comprises the entire agreement between the Owner and the Contractor concerning the Project Work, includes the following "Contract Documents", each and all of which are fully incorporated herein by reference, as if fully set forth in this Agreement:

- 7.1. Invitation for Bids;
- 7.2. Instructions to Bidders;
- 7.3. Addenda;
- 7.4. Bid Proposal Form, including the bid, bid schedule(s), information required of bidder, bid security bond, and all required certificates and affidavits;
- 7.5. Bid Addendum #1
- 7.6. Performance bond and the labor and material payment bond;
- 7.7. Insurance Questionnaire
- 7.8. Special Provisions
- 7.9. General Conditions
- 7.10. Plans (drawings) consisting of _____ sheets;
- 7.11. Standard Specification;
- 7.12. Notice of Award;
- 7.13. Notice to Proceed; and
- 7.14. Change Orders, Construction Change Directives, or Minor Change in the Work issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Section 7. The provisions of the Contract Documents may be amended only in writing by Change Order. In the event that any provision or term of the Contract Documents conflicts with a provision or term of this Agreement, the provision or term of this Agreement shall prevail.

8. **MISCELLANEOUS.**

- 8.1. The Contractor shall not assign any rights under or interests in this Agreement, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under this Agreement.

- 8.2. This Agreement is binding upon the Owner and the Contractor, and their respective partners, successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as set forth below.

CITY OF COVINGTON

CONTRACTOR

I certify by signing below that I am a duly authorized signatory for the Contractor:

By _____
(Name / Title)

By _____
(Name / Title)

Date _____

Date _____

Attest _____

CITY OF COVINGTON PUBLIC WORKS AGREEMENT

Address for giving notices:

License No. _____

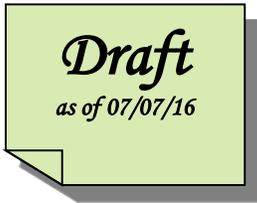
Agent for service of process: _____

DISCUSSION OF FUTURE AGENDA TOPICS:

**6:00 p.m., Tuesday, July 26, 2016
Special Meeting
Joint Study Session with Parks & Recreation Commission**

**7:00 p.m., Tuesday, July 26, 2016
Regular Meeting**

(Draft Agendas Attached)



**CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL JOINT STUDY SESSION WITH PARKS & RECREATION COMMISSION**
Council Chambers – 16720 SE 271st Street, Suite 100, Covington
www.covingtonwa.gov

Tuesday, July 26, 2016 – 6:00 p.m.

GENERAL INFORMATION:

The study session is an informal meeting involving discussion between and among the City Council, Commissioners, and city staff regarding policy issues. Study sessions may involve presentations, feedback, brainstorming, etc., regarding further work to be done by the staff on key policy matters.

CALL CITY COUNCIL JOINT STUDY SESSION TO ORDER

APPROVAL OF AGENDA

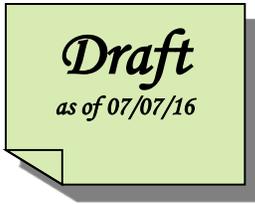
ITEM(S) FOR DISCUSSION

1. TBD (_____)
2. TBD (_____)

ADJOURN

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

****Note* A Regular Council meeting will follow at approximately 7:00 p.m.***



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

**Tuesday, July 26, 2016
7:00 p.m.**

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

Note: A Joint Study Session with the Parks & Recreation Commission is scheduled from 6:00 to 7:00 p.m.

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. Minutes: June 14, 2016 Special Meeting; June 14, 2016 Regular Meeting; June 28, 2016 Regular Meeting; July 12, 2016 Special Meeting; and July 12, 2016 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)

REPORTS OF COMMISSIONS

- Human Services Chair _____: July 14 meeting.
- Parks & Recreation Chair Laura Morrissey: July 20 meeting.
- Arts Chair _____: July 14 meeting.
- PRePAC Chair Jennifer Harjehausen: June 29 meeting.
- Economic Development Council: next meeting July 28.
- Planning: July meetings canceled.

NEW BUSINESS

- 1. Approve Gerry Crick Skate Park Public Art Project Design (Feser)

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).