



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

Tuesday, August 9, 2016
7:00 p.m.

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

Note: A Joint Study Session with the Human Services 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

- Chiefs for a Day Proclamation (Chiefs Ellie and Spencer)

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: July 26, 2016 Special Meeting-Joint Study Session with Parks & Recreation Commission and July 26, 2016 Special & Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Addendum to Interlocal Agreement with Covington Water District Regarding SR 516 – Jenkins Creek to 185th Place SE Improvement Project (CIP 1127) (Vondran)
- C-4. Interlocal Agreement with City of Kent Regarding SR 516 - Jenkins Creek to 185th Place SE Improvement Project (CIP 1127) (Vondran)

PUBLIC HEARING

1. Receive Public Testimony and Consider Ordinance Establishing New Title 19 CMC – Impact Fees, Including Addition of Impact Fee Deferral Program, and Consider an Amendment to Fee Resolution to Include Collection of an Administrative Fee for the Same (Lyons)

NEW BUSINESS

2. Consider Appointments to the Economic Development Council (Council)
3. Parks and Recreation Priorities Advisory Committee (PRePAC) Final Recommendation (Harjehausen)
4. Consider Awarding Contract for SE 256th Street Culvert Lining Project (CIP 1145A) (Vondran)
5. Consider Options for 20th Anniversary Celebration (Slate)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: August 9, 2016

SUBJECT: APPROVAL OF MINUTES: JULY 26, 2016 CITY COUNCIL SPECIAL MEETING-JOINT STUDY SESSION WITH PARKS & RECREATION COMMISSION MINUTES AND JULY 26, 2016 CITY COUNCIL SPECIAL & REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the July 26, 2016 City Council Special Meeting-Joint Study Session with Parks & Recreation Commission Minutes and July 26, 2016 City Council Special & Regular Meeting Minutes.

**City of Covington
City Council Special Meeting
Joint Study Session with Parks & Recreation Commission Minutes
Tuesday, July 26, 2016**

The Special Meeting - Joint Study Session with the Parks & Recreation Commission was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, July 26, 2016, at 6:12 p.m., with Mayor Pro Tem Smith presiding.

COUNCILMEMBERS PRESENT:

Joe Cimaomo, Margaret Harto, Fran Hollums, Mark Lanza, Marlla Mhoon, and Sean Smith.

COUNCILMEMBERS ABSENT:

Jeff Wagner

PARKS & RECREATION COMMISSIONERS PRESENT:

Conni Elliott, Bryan Higgins, Lisa Knapton, Laura Morrissey, and Zbigniew Tomalik.

PARKS & RECREATION COMMISSIONERS ABSENT:

Justin Reed and Troy McIntyre.

CITY STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Ethan Newton, Parks & Recreation Director; Angie Feser, Parks Planner; Pat Patterson, Recreation Manager; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Pro Tem Smith called the joint study session to order.

APPROVAL OF AGENDA:

Council Action: Councilmember Mhoon moved and Councilmember Harto seconded to Approve the Agenda. Vote: 6-0. Motion carried.

ITEMS FOR DISCUSSION:

a. Update on Commission Work Plan.

Parks & Recreation Commission Chair Laura Morrissey provided a handout and gave the report on this item.

Councilmembers and commissioners discussed and provided comments.

b. Park Maintenance Services.

Unapproved Draft – July 26, 2016 Special Meeting-Joint Study Session with Parks & Recreation Commission Minutes

Submitted for Approval: August 9, 2016

Parks & Recreation Commission Chair Laura Morrissey gave the report on this item. Mrs. Morrissey noted a need to support increased maintenance on existing parks and trails as well as future projects.

Councilmembers and commissioners discussed and provided comments.

c. Aquatic Center Lifespan.

Parks & Recreation Commission Chair Laura Morrissey gave the report on this item. Mrs. Morrissey suggested city complete a facility condition assessment.

Councilmembers and commissioners discussed and provided comments.

d. Parks Capital Improvement Plan.

Parks Planner Angie Feser gave the staff report on this item.

Councilmembers and commissioners discussed and provided comments.

It was also mentioned that special event postcards such as those used for Covington Days are an effective way of identifying new projects such as the skate park for increased media attention.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:06 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, July 26, 2016**

INTERVIEWS– 5:20-6:00 P.M.:

The Council conducted interviews for openings on the Arts Commission. Applicants interviewed included Emma McMeen and Will Cummings.

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, July 26, 2016, at 7:15 p.m., with Mayor Pro Tem Smith presiding.

COUNCILMEMBERS PRESENT:

Joe Cimaomo, Margaret Harto, Fran Hollums, Mark Lanza, Marlla Mhoon, and Sean Smith.

COUNCILMEMBERS ABSENT:

Jeff Wagner

Council Action: Councilmember Lanza moved and Councilmember Cimaomo seconded to excuse Mayor Wagner who had a family emergency. Vote: 6-0. Motion carried.

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Rob Hendrickson, Finance Director; Andrew McCurdy, Covington Police Chief; Richard Hart, Community Development Director; Karla Slate, Communications & Marketing Manager; Ethan Newton, Parks & Recreation Director; Sara Springer, City Attorney; Salina Lyons, Principal Planner; Pat Patterson, Recreation Manager; Angie Feser, Parks Planner; and Sharon Scott, City Clerk.

Mayor Pro Tem Smith opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Mhoon moved and Councilmember Harto seconded to approve the Agenda. Vote: 6-0. Motion carried.

PUBLIC COMMENT:

Mayor Pro Tem Smith called for public comments.

There being no comments, Mayor Pro Tem Smith closed the public comment period.

APPROVE CONSENT AGENDA:

C-1. Minutes: May 4, 2016 Black Diamond/Covington/Maple Valley Joint Meeting Minutes; June 14, 2016 City Council Special Meeting-Study Session Minutes; June 14, 2016 City Council Regular Meeting Minutes; June 28, 2016 City Council Regular Meeting Minutes; and July 12, 2016 City Council Special and Regular Meeting Minutes.

C-2. Vouchers: Vouchers #34325-34381, including ACH payments and electronic fund transfers, in the amount of \$161,391.06, dated July 8, 2016; and Paylocity Payroll Checks

#1005507659-1005507674 inclusive, plus employee direct deposits, in the amount of \$191,720.06, dated July 15, 2016.

C-3. Authorize the City Manager to Execute a Statutory Warranty Deed Accepting Ownership and Dedication of Real Property for the Construction of SE 272nd Street, as a Condition of Approval of Cedar Springs Commercial Site Development.

Council Action: Councilmember Lanza moved and Councilmember Mhoon seconded to approve the Consent Agenda. Vote: 6-0. Motion carried.

REPORTS OF COMMISSIONS:

Human Services Commission – Chair Leslie Hamada reported on the July 14 meeting.

Parks & Recreation Commission – Chair Laura Morrissey reported on the July 20 meeting.

Arts Commission – Vice Chair Ed White reported on the July 14 meeting.

Parks & Recreation Priorities Advisory Committee – Chair Jennifer Harjehausen reported on the June 29 meeting.

Economic Development Council – City Manager Regan Bolli provided a CEDC update.

Planning Commission – July meetings were canceled.

NEW BUSINESS:

1. Consider Appointment to Arts Commission.

Council Action: Councilmember Cimaomo moved and Councilmember Mhoon seconded to appoint Emma McMeen to fill open Position No. 3 on the Arts Commission with a term expiring May 31, 2017. Vote: 6-0. Motion carried.

2. Approve Gerry Crick Skate Park Public Art Project Design.

Parks Planner Angie Feser and Arts Commissioners Leslie Spero and Ed White gave the report on this item.

Councilmembers provided comments and asked questions. Ms. Feser and Ms. Spero provided responses. Councilmember Harto recommended that the Space Needle part of the design be changed to something more Covington oriented. Councilmembers offered other minor changes to the design. Ms. Spero emphasized that this design was purely a conceptual design.

Council Action: Councilmember Harto moved and Councilmember Cimaomo seconded to authorize the selection of the artist and conceptual design for the installation of a painted mural at the Gerry Crick Skate Park as recommended by the Arts and the Parks and Recreation Commissions. Vote: 6-0. Motion carried.

3. Review 2016 Council Summit Action Items List.

City Manager Regan Bolli gave the staff report on this item.

Councilmembers provided comments and asked questions, and Mr. Bolli provided responses.

4. Discuss Impact Fee Deferral Program.

Principal Planner Salina Lyons gave the staff report and PowerPoint presentation on this item.

Councilmembers provided comments and asked questions, and Ms. Lyons provided responses.

FUTURE AGENDA ITEMS:

City Manager Regan Bolli provided updates to the August 9 Regular City Council Meeting Agenda.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff made comments.

Councilmember Cimaomo reminded that he would not be in attendance at the August 9 meeting due to the upcoming birth of his child.

Councilmember Harto announced that she may not be in attendance at the August 9 meeting due to a medical appointment.

Council Action: There was Council consensus to appoint Councilmember Hollums to the South County Area Transportation Board.

PUBLIC COMMENT:

Mayor Pro Tem Smith called for public comments.

Elizabeth Porter, Covington resident, invited Council to visit her during National Night Out on Tuesday, August 2. Ms. Porter also asked Council to consider preserving green space as we develop.

Mary Pritchard, Covington resident, agreed with Councilmember Harto that the Space Needle should not be on the art at the skate park.

There being no further comments, Mayor Pro Tem Smith closed the public comment period.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:02 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: August 9, 2016

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #34382-34399, in the amount of \$27,810.32, dated July 11, 2016; Vouchers #34400-34450, including ACH payments and electronic fund transfers, in the amount of \$611,183.51, dated July 22, 2016; Vouchers #34451-34452, in the amount of \$1,001.00, dated July 28, 2016; and Paylocity Payroll Checks #1005568830-1005568848 inclusive, plus employee direct deposits, in the amount of \$205,405.29, dated July 29, 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 #34382-34399, in the amount of \$27,810.32, dated July 11, 2016; Vouchers #34400-34450, including ACH payments and electronic fund transfers, in the amount of \$611,183.51, dated July 22, 2016; Vouchers #34451-34452, in the amount of \$1,001.00, dated July 28, 2016; and Paylocity Payroll Checks #1005568830-1005568848 inclusive, plus employee direct deposits, in the amount of \$205,405.29, dated July 29, 2016.

July 11, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #34382 through Check #34399

In the Amount of \$27,810.32

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

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
34382	2547 6085	Alexander Party Rentals Covington Days; table/chair rentals	07/11/2016	225.75
Total for Check Number 34382:				225.75
34383	3155 3155-7	Animal Encounters Covington Days entertainment	07/11/2016	1,627.50
Total for Check Number 34383:				1,627.50
34384	0499	Bank of America	07/11/2016	
	0405-7	Cashier receipt tape		61.86
	0405-7	Diving judges score cards		66.51
	0405-7	Diving judges score cards, use tax		-5.27
	1197-7	Bolli; ICMA conference, registration		655.00
	1197-7	Bolli; standing desk		428.97
	1197-7	Hart; chamber luncheon, May		10.50
	1197-7	Harto/Mhoon; SCA networking dinner		90.00
	1197-7	Bolli; standing desk, use tax		-33.97
	1197-7	Hart; chamber luncheon, May		4.50
	1842-7	Covington Days; ride wristbands		30.30
	1842-7	CiderFest; admission wristbands		79.12
	1842-7	CiderFest; Facebook ads		105.03
	1842-7	Covington Day; bag giveaways		216.67
	1842-7	CiderFest; marketing postcards, use tax		-6.65
	1842-7	City logo pens and carabiners, use tax		-38.06
	1842-7	City logo notepads for giveaways		230.98
	1842-7	City logo pens and carabiners		480.58
	1842-7	Covington Days; ride wristbands, use tax		-2.40
	1842-7	Covington Days; carnival prizes		31.35
	1842-7	City logo notepads for giveaways, use tax		-18.29
	1842-7	CiderFest; marketing postcards		84.01
	1842-7	CiderFest; admission wristbands, use tax		-6.27
	2923-7	Classified ads; plans examiner/building inspector		448.00
	2923-7	Classified ads; seasonal maintenance		45.00
	3433-7	Bolli; KC Managers lunch meeting		13.89
	3639-7	City frisbees for events		868.80
	3639-7	City frisbees for events		408.34
	3639-7	Aquatics; Maple Valley Days supplies		116.02
	3639-7	City frisbees for events, use tax		-101.14
	5946-7	Maint shop; weather stations, headlamp, use tax		-7.79
	5946-7	Maint shop; weather stations, headlamp, use tax		-10.39
	5946-7	Maint shop; weather stations, headlamp		131.17
	5946-7	Maint shop; weather stations, headlamp		98.39
	5946-7	Maint shop; premium flashlights/holsters/batterie		-3.97
	5946-7	Maint shop; premium flashlights/holsters/batterie		-5.29
	5946-7	Maint shop; premium flashlights/holsters/batterie		50.11
	5946-7	Maint shop; head lamp, use tax		-1.08
	5946-7	Cell phone holders		15.62

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	5946-7	Maint shop; head lamp		13.68
	5946-7	Maint shop; weather stations, headlamp		98.39
	5946-7	Maint shop; head lamp, use tax		-1.08
	5946-7	Maint shop; head lamp		18.24
	5946-7	#3252; tool box		952.45
	5946-7	Maint shop; premium flashlights/holsters/batteries		66.81
	5946-7	Maint shop; head lamp, use tax		-1.44
	5946-7	Maint shop; head lamp		13.68
	5946-7	Hook holder		25.14
	5946-7	Cell phone holders		10.42
	5946-7	Maint shop; premium flashlights/holsters/batteries		-3.97
	5946-7	Maint shop; premium flashlights/holsters/batteries		50.11
	5946-7	Maint shop; weather stations, headlamp, use tax		-7.79
	6093-7	Vondran; APWA Fall conference, hotel		319.35
	6093-7	Vondran; APWA Fall conference, hotel		319.35
	6167-7	PW Directors meeting, refreshments		16.19
	6167-7	Vondran; APWA PWX, registration		399.50
	6167-7	Vondran; APWA PWX, registration		399.50
	6167-7	Maint worker; APWA Fall conference, hotel		383.22
	6167-7	Junkin; APWA Fall conference, hotel		319.35
	6167-7	Junkin; APWA Fall conference, hotel		319.35
	6167-7	PW Directors meeting, refreshments		16.20
	6167-7	Maint worker; APWA Fall conference, hotel		255.48
	6686-7	Take a Child to Work Day; supplies		186.91
	6686-7	Bolli; WCMA Summer conference, registration		325.00
	6686-7	Hendrickson; GFOA conference, bag fee, hotel		944.09
	7314-7	Seahorse team swim caps		789.00
	9148-7	I/F board		52.28
	9148-7	Computer cables		49.96
	9148-7	I/F board, use tax		-4.14
	9148-7	Wesley; APWA Fall conference, hotel		851.60
	9148-7	Computer cables, use tax		-3.96
		Total for Check Number 34384:		11,703.02
34385	0366	City of Covington	07/11/2016	
	0366-7	Covington Days; business license		186.00
	B16-0106	Covington Days; stage building permit		113.80
	F16-0057	Covington Days; fire permit		183.00
	PW16-033	Covington Days; right of way permit		183.00
	S16-0022	Covington Days; sign permit		183.00
		Total for Check Number 34385:		848.80
34386	0226	Clowns Unlimited, Inc.	07/11/2016	
	1273699	Covington Days; entertainment		5,158.50
		Total for Check Number 34386:		5,158.50
34387	3156	James Cochran	07/11/2016	
	3156-7	Summer Concert; Hook Me Up Band, 7/22		900.00
		Total for Check Number 34387:		900.00
34388	2658	Fabulous Face Painting	07/11/2016	
	20160716	Covington Days; face painting		972.00
		Total for Check Number 34388:		972.00
34389	2970	Hollywood Lights, Inc.	07/11/2016	
	2790-7	Covington Days; electrical service balance		2,359.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34389:	2,359.75
34390	3151 3151-7	Time Lubic Covington Days entertainment; Valley Green Ba	07/11/2016	350.00
			Total for Check Number 34390:	350.00
34391	3152 1219	Isaac Peterson Covington Days entertainment; Son of the Reptil	07/11/2016	340.00
			Total for Check Number 34391:	340.00
34392	3154 3154-7	Kathy Radosevic Covington Days entertainment; Ante Up Band	07/11/2016	600.00
			Total for Check Number 34392:	600.00
34393	2991 2991-7	Michael Rossi Covington Days entertainment; Forgotten 45s	07/11/2016	500.00
			Total for Check Number 34393:	500.00
34394	2514 2514-7-3	SevenJam, USA Covington Days; sound system, 7/16 & 7/17	07/11/2016	800.00
			Total for Check Number 34394:	800.00
34395	2514 2514-7	SevenJam, USA Summer Concert; sound system, 7/22/16	07/11/2016	250.00
			Total for Check Number 34395:	250.00
34396	2514 2514-7-1	SevenJam, USA Summer Concert; sound system, 7/29/16	07/11/2016	250.00
			Total for Check Number 34396:	250.00
34397	2514 2514-7-2	SevenJam, USA Summer Concert; sound system, 8/5	07/11/2016	250.00
			Total for Check Number 34397:	250.00
34398	3134 3134-7	Todd Shank Covington Days; entertainment	07/11/2016	125.00
			Total for Check Number 34398:	125.00
34399	3153 3153-7	Simply Magic, LLC Covington Days entertainment	07/11/2016	550.00
			Total for Check Number 34399:	550.00
			Total for 7/11/2016:	27,810.32
			Report Total (18 checks):	27,810.32

July 22, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #34400 through Check #34450, including ACH payments and electronic fund transfers

In the Amount of \$611,183.51

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

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
72	0072	Dept of Labor & Industries	07/21/2016	
	0072-2Qtr	Industrial insurance; 2nd Quarter 2016		9,729.91
	0072-2Qtr	Industrial insurance; 2nd Quarter 2016		1,864.32
	0072-2Qtr	Industrial insurance; 2nd Quarter 2016		1,383.90
	0072-2Qtr	Industrial insurance; 2nd Quarter 2016		2,540.56
	0072-2Qtr	Industrial insurance; 2nd Quarter 2016		66.48
	0072-2Qtr	Industrial insurance; 2nd Quarter 2016		17.85
Total for Check Number 72:				15,603.02
Total for 7/21/2016:				15,603.02
ACH	1408 12294 2384	Washington Workwear Stores Inc. Police patches Police hats	07/22/2016	
				217.20
				65.05
Total for this ACH Check for Vendor 1408:				282.25
ACH	1622 16-CV06	Law Offices of Thomas R Hargan, PLLC Prosecution services through 6/30/16	07/22/2016	
				4,544.12
Total for this ACH Check for Vendor 1622:				4,544.12
ACH	1705 TM-159566	Alpine Products, Inc. Covington Days; A-board signs	07/22/2016	
				238.71
Total for this ACH Check for Vendor 1705:				238.71
ACH	1901 0075107 0075107 0075107	Modern Building Systems, Inc. Maint shop; building lease, 8/1-9/1/16 Maint shop; building lease, 8/1-9/1/16 Maint shop; building lease, 8/1-9/1/16	07/22/2016	
				426.80
				426.80
				569.06
Total for this ACH Check for Vendor 1901:				1,422.66
ACH	2044 2044-7	Karla Slate Slate; PRSA conference, airfare, per diem	07/22/2016	
				317.20
Total for this ACH Check for Vendor 2044:				317.20
ACH	2250 C067	SBS Legal Services Legal services; May	07/22/2016	
				9,285.00
Total for this ACH Check for Vendor 2250:				9,285.00
ACH	2461 618227	Tri-Tec Communications, Inc. City hall; telephone service	07/22/2016	
				156.38
Total for this ACH Check for Vendor 2461:				156.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	2555 49354905	NuCO2 LLC Aquatics; CO2 for pH control	07/22/2016	108.74
Total for this ACH Check for Vendor 2555:				108.74
ACH	2813 2813-7 2813-7 2813-7-1 2813-7-1	Rachael Leung Leung; mileage reimbursement, June Leung; mileage reimbursement, June Leung; mileage reimbursement, July Leung; mileage reimbursement, July	07/22/2016	8.18 8.18 4.55 4.55
Total for this ACH Check for Vendor 2813:				25.46
71	2783 2783-06-2016 2783-06-2016 2783-06-2016 2783-06-2016 2783-06-2016 2783-06-2016 2783-06-2016	WA State Dept of Revenue Sales Tax June 2016 Bussines & Occupation Tax June 2016 Bussines & Occupation Tax June 2016 Bussines & Occupation Tax June 2016 Use Tax June 2016 Use Tax June 2016 Use Tax June 2016	07/22/2016	1,794.44 389.79 137.85 1,311.24 0.90 368.80 678.33
Total for Check Number 71:				4,681.35
34400	0206 129021	AFLAC Insurance premiums, July	07/22/2016	391.07
Total for Check Number 34400:				391.07
34401	0019 100315L9082016 100315L9082016 100315L9082016 100315L9082016 100315L9082016 100315L9082016 100315L9082016 100315L9082016 100315L9082016 100315L9082016 100315L9082016 100315L9082016 100315L9082016 100315L9082016	AWC Employee Benefits Trust Medical Insurance Premiums, August Medical Insurance Premiums, August	07/22/2016	457.23 1,541.87 9,341.34 6,906.16 1,541.89 2,265.53 2,339.54 8,022.68 2,948.53 2,197.98 2,387.54 2,320.00 7,342.47 10,992.57
Total for Check Number 34401:				60,605.33
34402	2368 147264	Best Parking Lot Cleaning Inc. Street cleaning; June	07/22/2016	2,881.01
Total for Check Number 34402:				2,881.01
34403	3148 5101174402	BrightView Landscape Services Landscaping; July	07/22/2016	5,522.19
Total for Check Number 34403:				5,522.19
34404	0026 3189 3202 3204	C&B Awards Councilmember Hollums; name plate Citizen of year plaques Kentwood Track Camp t-shirts	07/22/2016	9.23 163.99 460.94

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3210	Staff t-shirts		210.71
Total for Check Number 34404:				844.87
34405	1997 011488 015952	Capital One Commercial Staff appreciation breakfast; food Bring a child to work day; snacks	07/22/2016	119.19 59.37
Total for Check Number 34405:				178.56
34406	3162 L101	Capital Security LLC Covington Days; security services, 7/15 & 7/16	07/22/2016	520.00
Total for Check Number 34406:				520.00
34407	2366 1380330328	CenturyLink Business Services Aquatics; internet/loop, June	07/22/2016	360.00
Total for Check Number 34407:				360.00
34408	3158 3158-7	City of Fife Swim league meet fees	07/22/2016	352.00
Total for Check Number 34408:				352.00
34409	1170 NW2888869-1 NW2888869-2	Coastwide Laboratories Aquatics; hand soap Aquatics; hand soap	07/22/2016	71.35 23.78
Total for Check Number 34409:				95.13
34410	2809 2809-7	Sean Conway Reimbursement, Covington Days parade decorat	07/22/2016	21.85
Total for Check Number 34410:				21.85
34411	3160 12322 12322	Creative Instinct Inc. Chief for a Day; trading cards, use tax Chief for a Day; trading cards	07/22/2016	-9.46 119.46
Total for Check Number 34411:				110.00
34412	2615 875	David A. Clark Architects, PLLC Aquatics Center Addition; engineering through 7	07/22/2016	1,445.60
Total for Check Number 34412:				1,445.60
34413	1983 50834764	De Lage Landen Financial Srvcs Aquatics; copiers' lease, 7/1-7/31/16	07/22/2016	104.41
Total for Check Number 34413:				104.41
34414	2467 73150379 73150379 73150379 73150379	Department of Enterprise Services K. Bates; business cards Thompson; business cards Thompson; business cards Andrews/Lanz; business cards	07/22/2016	41.25 35.07 6.19 82.52
Total for Check Number 34414:				165.03
34415	1213 077652 077699	Everson's Econo-Vac, Inc. Stormfilter cleaning/replacing, June Storm cleaning; 6/6/16	07/22/2016	5,649.75 3,955.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34415:	9,604.85
34416	2078 35342	Girard Resources & Recycling, LLC Crushed rock	07/22/2016	51.04
			Total for Check Number 34416:	51.04
34417	2045 25136	Goodbye Graffiti Seattle Everclean program; July, August & September	07/22/2016	1,298.69
			Total for Check Number 34417:	1,298.69
34418	2553 Jun 16 1123	Gordon Thomas Honeywell Governmental Governmental Affairs Services; June	07/22/2016	2,300.00
			Total for Check Number 34418:	2,300.00
34419	0302 15563.00-11 16472.00-1	Gray & Osborne CIP 1086; engineering, 5/22-6/18/16 Timberlane Way Federal Classification, 5/22-6/1	07/22/2016	306.69 360.00
			Total for Check Number 34419:	666.69
34420	1799 S-19676	Griffis Heating, Inc. Minor housing repair; #BANK-01-15	07/22/2016	2,337.77
			Total for Check Number 34420:	2,337.77
34421	1658 28716119-001	Hertz Equipment Rental Corp. Lift rental; CovingtonDays/Concerts banner inst:	07/22/2016	515.85
			Total for Check Number 34421:	515.85
34422	1722 0550064244 0550064245 0550064246 0550064247 0550064248	Honey Bucket Skate park; portable toilet rental, 6/20-7/17/16 CCP; portable toilet service, 6/20-7/17/16 Mattson; portable toilet rentals, 6/20-7/17/16 Kentwood; portable toilet rental, 6/20-7/17/16 Jenkins Creek Elem; portable toilet rental, 6/27-	07/22/2016	184.50 255.00 235.00 117.50 88.13
			Total for Check Number 34422:	880.13
34423	1803 MTS6748	Iron Mountain Document storage; July	07/22/2016	180.00
			Total for Check Number 34423:	180.00
34424	1701 406230 406346	Johnsons Home & Garden #3578; tarp straps, tie downs #2576; keys	07/22/2016	40.32 10.82
			Total for Check Number 34424:	51.14
34425	0050 0050-7	Kent School District School mitigation payable; June	07/22/2016	39,920.00
			Total for Check Number 34425:	39,920.00
34426	0143 11004713 4077947 4077947	King County Finance City hall; internet, June Maint; sewer treatment, 4/1-6/30/16 Maint; sewer treatment, 4/1-6/30/16	07/22/2016	375.00 14.57 14.57

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	4077947	Maint; sewer treatment, 4/1-6/30/16		19.43
	55564	Disposal fees		293.74
Total for Check Number 34426:				717.31
34427	0641	King County Sheriff's Office	07/22/2016	
	16-0500	Sheriff's office; lease, June		-2,074.17
	16-0500	Police services, June		313,287.50
Total for Check Number 34427:				311,213.33
34428	0686	Kiwanis Club of Covington	07/22/2016	
	0686-7	Chief for a day; donation transfer		380.54
Total for Check Number 34428:				380.54
34429	0400	Les Schwab	07/22/2016	
	38600312044	#2761; flat repair		21.72
Total for Check Number 34429:				21.72
34430	1878	MacLeod Reckord	07/22/2016	
	7399	CCP; Phase 2, storm drainage, 6/1-6/30/16		3,052.98
	7400	CCP; Phase 2, engineering, 6/1-6/30/16		61,750.37
Total for Check Number 34430:				64,803.35
34431	0164	Pitney Bowes	07/22/2016	
	3300679590	Postage meter; lease, 3/30-6/29/16		716.76
Total for Check Number 34431:				716.76
34432	2860	Protect Youth Sports	07/22/2016	
	436849	Background checks		68.00
Total for Check Number 34432:				68.00
34433	0161	Puget Sound Energy	07/22/2016	
	200003986730-7	Streets; electricity, 6/3-7/1/16		55.94
	200003987282-7	Streets; electricity, 6/4-7/5/16		49.11
	200003987464-7	Streets; electricity, 6/4-7/5/16		11.94
	200004045635-7	Streets; electricity, 6/3-7/1/16		59.37
	200004045866-7	Streets; electricity, 6/4-7/5/16		53.53
	200005568858-7	Streets; electricity, 6/1-6/29/16		63.83
	200013103656-7	CCP; electricity, 6/1-6/29/16		50.63
	200013951476-7	Streets; electricity, 6/1-6/29/16		65.69
	200014568881-7	Maint shop; electricity, 6/1-6/29/16		44.03
	200014568881-7	Maint shop; electricity, 6/1-6/29/16		44.03
	200014568881-7	Maint shop; electricity, 6/1-6/29/16		58.71
	200022909309-7	Streets; electricity, 6/3-7/1/16		70.22
	200022909689-7	Skate park; electricity, 6/4-7/5/16		12.73
	220009801048-7	Streets; electricity, 6/4-7/5/16		79.15
	300000001770-7	City tree; electricity, 6/3-7/1/16		10.84
	300000001770-7	Streets; electricity, 6/3-7/1/16		10.84
	300000001788-7	Streets; electricity, 6/2-6/30/16		59.16
	300000001788-7	Streets; electricity, 6/2-6/30/16		8,646.84
	300000001804-7	Streets; electricity, 6/1-6/29/16		38.46
	300000001804-7	Streets; electricity, 6/1-6/29/16		47.94
	300000007744-7	Aquatics; electricity, 6/1-6/29/16		2,007.23
	300000007744-7	Aquatics; natural gas, 6/1-6/29/16		1,704.37
	300000007934-7	City hall; natural gas, 6/3-7/1/16		36.42
	300000011266-7	Street; electricity, 6/3-7/1/16		122.05

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	300000011266-7	Crystal view; electricity, 6/3-7/1/16		10.84
			Total for Check Number 34433:	13,413.90
34434	1197 00055554 00055554 00055625	Rainier Wood Recyclers Disposal fees Disposal fees Disposal fees	07/22/2016	48.00 64.00 144.00
			Total for Check Number 34434:	256.00
34435	3161 1049 1049	Rocksolid Flag football helmets, use tax Flag football helmets	07/22/2016	-410.18 5,179.68
			Total for Check Number 34435:	4,769.50
34436	3157 134822 134822	Rose City Label Badge stickers, use tax Badge stickers	07/22/2016	-9.29 117.29
			Total for Check Number 34436:	108.00
34437	2474 2014	SCORE Jail costs; June	07/22/2016	12,600.00
			Total for Check Number 34437:	12,600.00
34438	1905 C858472-701 C858684-701	Sharp Electronics Corporation Reception copier; usage, 5/16-6/29/16 Workroom copier; usage, 5/30-6/30/16	07/22/2016	26.36 994.47
			Total for Check Number 34438:	1,020.83
34439	1774 9966194	Shope Concrete Products Catch basin grate	07/22/2016	162.73
			Total for Check Number 34439:	162.73
34440	3012 INV00166001	Smarsh Inc. Mobile text archiving, June	07/22/2016	49.50
			Total for Check Number 34440:	49.50
34441	2672 2672-7	Soul Purpose Band Summer concert; 7/29	07/22/2016	750.00
			Total for Check Number 34441:	750.00
34442	1903 7693558 7693558	Sound Publishing, Inc. Weekly bulletins; 6/3 Full page ad	07/22/2016	308.47 2,800.00
			Total for Check Number 34442:	3,108.47
34443	0736 813320 813320 813320 813320	Sound Security, Inc. Security monitoring, 7/1-7/31/16 Maint shop; secure monitoring, 7/1-7/31/16 Maint shop; secure monitoring, 7/1-7/31/16 Maint shop; secure monitoring, 7/1-7/31/16	07/22/2016	1,050.50 32.10 42.80 32.10
			Total for Check Number 34443:	1,157.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
34444	1158 137342A	Sprint Rothhammer Intl, Inc. Aquatics; resale items, goggles, caps, clips	07/22/2016	207.18
Total for Check Number 34444:				207.18
34445	0217 L115687	State Auditor's Office Audit fees; June	07/22/2016	21,745.53
Total for Check Number 34445:				21,745.53
34446	0376 136207667-004	United Rentals NW, Inc. Rental; road plates, 6/22-7/20/16	07/22/2016	986.09
Total for Check Number 34446:				986.09
34447	2103 308220078 308220078 309113058	US Bancorp Equip Finance Inc. Copier lease Copier lease Workroom copier lease	07/22/2016	130.32 86.88 639.10
Total for Check Number 34447:				856.30
34448	3013 273789	US Mower Mower delivery/pickup/cancellation charges	07/22/2016	2,541.24
Total for Check Number 34448:				2,541.24
34449	2974 2974-7	Richard Walbaum Summer Concert, Landslide, 8/5/16	07/22/2016	750.00
Total for Check Number 34449:				750.00
34450	1708 8006983-00	Western Equipment Distributors, Inc. #2766; blade sets	07/22/2016	711.63
Total for Check Number 34450:				711.63
Total for 7/22/2016:				595,580.49
Report Total (62 checks):				611,183.51

July 28, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #34451 through Check #34452

In the Amount of \$1,001.00

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: 7/28/2016 10:21 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
34451	0722 156196	City of Bellevue Camp Adventure; challenge course activity	07/28/2016	737.00
			Total for Check Number 34451:	737.00
34452	3164 49907	Kayak Academy Camp Adventure; kayaking	07/28/2016	264.00
			Total for Check Number 34452:	264.00
			Total for 7/28/2016:	1,001.00
			Report Total (2 checks):	1,001.00

July 29, 2016

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 07/29/16 consisting of:

PAYLOCITY CHECK # 1005568830 through PAYLOCITY CHECK # 1005568848 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$205,405.29

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: _____

07/29/16 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
112902	Regular	7/29/2016	503	Bolli, Regan H	4,912.98
112903	Regular	7/29/2016	246	Kirshenbaum, Kathleen	937.74
112904	Regular	7/29/2016	243	Lyon, Valerie	1,595.67
112905	Regular	7/29/2016	234	Mhoon, Darren S	1,511.02
112906	Regular	7/29/2016	162	Michaud, Joan M	2,240.50
112907	Regular	7/29/2016	123	Scott, Sharon G	2,648.98
112908	Regular	7/29/2016	313	Slate, Karla J	2,587.40
112909	Regular	7/29/2016	275	Hart, Richard	3,797.54
112910	Regular	7/29/2016	368	Mueller, Ann M	1,401.98
112911	Regular	7/29/2016	487	Bykonen, Tyler B	326.34
112912	Regular	7/29/2016	180	Cles, Staci M	2,106.01
112913	Regular	7/29/2016	146	Hagen, Lindsay K	1,748.68
112914	Regular	7/29/2016	235	Hendrickson, Robert	3,859.04
112915	Regular	7/29/2016	105	Parker, Cassandra	2,797.13
112916	Regular	7/29/2016	433	Cimaomo, Joseph T	392.11
112917	Regular	7/29/2016	323	Harto, Margaret	582.24
112918	Regular	7/29/2016	324	Lanza, Mark	392.11
112919	Regular	7/29/2016	326	Mhoon, Marlla	541.85
112920	Regular	7/29/2016	502	Smith, Sean D	541.85
112921	Regular	7/29/2016	329	Wagner, Jeffrey	766.94
112922	Regular	7/29/2016	353	Dalton, Jesse J	3,847.50
112923	Regular	7/29/2016	524	Denning, Jerald J	1,238.00
112924	Regular	7/29/2016	373	Fealy, William J	2,030.98
112925	Regular	7/29/2016	301	Gaudette, John J	3,758.22
112926	Regular	7/29/2016	511	Goranson, Gage W	1,921.01
112927	Regular	7/29/2016	186	Junkin, Ross D	3,164.09
112928	Regular	7/29/2016	559	Parker, Bryce R	997.23
112929	Regular	7/29/2016	457	Smith, Nathan H	1,385.67
112930	Regular	7/29/2016	408	Terwillegar, Jeremy A	1,886.16
112931	Regular	7/29/2016	560	Wareham, Casey M	1,151.64
112932	Regular	7/29/2016	377	Bates, Krista	1,465.74
112933	Regular	7/29/2016	268	Bykonen, Brian D	2,326.60
112934	Regular	7/29/2016	279	Christenson, Gregg R	3,013.84
112935	Regular	7/29/2016	270	Lyons, Salina K	2,618.21
112936	Regular	7/29/2016	269	Meyers, Robert L	3,560.90
112937	Regular	7/29/2016	284	Ogren, Nelson W	2,820.12
112938	Regular	7/29/2016	266	Thompson, Kelly	2,391.82
112939	Regular	7/29/2016	307	Morrissey, Mayson	3,234.91
112940	Regular	7/29/2016	199	Bahl, Rachel A	2,211.11
112941	Regular	7/29/2016	557	Bahl, Sally A	205.71
112942	Regular	7/29/2016	397	Ball, Jaquelyn I	2,592.13
112943	Regular	7/29/2016	451	Conway, Sean	1,637.17
112944	Regular	7/29/2016	428	Feser, Angela M	2,331.58
112945	Regular	7/29/2016	448	Finazzo, Dominic V	1,640.65
112946	Regular	7/29/2016	305	Kiselyov, Tatyana	1,637.17
112947	Regular	7/29/2016	194	Newton, Ethan A	3,362.32
112948	Regular	7/29/2016	195	Patterson, Clifford	2,548.45
112949	Regular	7/29/2016	106	Bates, Shellie L	2,369.77
112950	Regular	7/29/2016	349	Buck, Shawn M	1,868.31
112951	Regular	7/29/2016	273	French, Fred	240.68
112952	Regular	7/29/2016	436	Lindskov, Robert T	3,291.31
112953	Regular	7/29/2016	257	Parrish, Benjamin A	2,211.61
112954	Regular	7/29/2016	173	Vondran, Donald M	3,969.64
112955	Regular	7/29/2016	252	Wesley, Daniel A	2,336.36
112956	Regular	7/29/2016	388	Andrews, Kaitlyn E	116.80
112957	Regular	7/29/2016	378	Bell, Colin Q	941.46

112958 Regular	7/29/2016	481 Binder, Jordan M	14.87
112959 Regular	7/29/2016	393 Blakely, Coleman P.	904.70
112960 Regular	7/29/2016	534 Blakely, Gavin D	581.95
112961 Regular	7/29/2016	549 Callen, Ian A	770.17
112962 Regular	7/29/2016	514 Collins, Ashtyn E	779.24
112963 Regular	7/29/2016	258 Cox, Melissa	518.36
112964 Regular	7/29/2016	566 Duven, Bridget N	118.38
112965 Regular	7/29/2016	562 Grobbelaar, Jan G	219.45
112966 Regular	7/29/2016	508 Halbert, Olivia M	190.58
112967 Regular	7/29/2016	553 Hall, Michael J	91.67
112968 Regular	7/29/2016	425 Knox, John Q	968.30
112969 Regular	7/29/2016	426 Knox, Patrick L	795.29
112970 Regular	7/29/2016	410 Lanz, Avalon A.	812.81
112971 Regular	7/29/2016	416 Lipinski, Matthew	817.86
112972 Regular	7/29/2016	539 Losacco, Alessandra G	619.52
112973 Regular	7/29/2016	435 Martin, Iain-Josiah	923.78
112974 Regular	7/29/2016	525 Mastroianni, Anthony J	198.95
112975 Regular	7/29/2016	340 Middleton, Jordan	245.88
112976 Regular	7/29/2016	516 Montero, Ivan P	176.65
112977 Regular	7/29/2016	550 Moriarty, Dylan M	133.16
112978 Regular	7/29/2016	312 Perko, Roxanne H	613.17
112979 Regular	7/29/2016	445 Portin, Andrew	33.34
112980 Regular	7/29/2016	319 Praggastis, Alexander	210.60
112981 Regular	7/29/2016	387 Praggastis, Elena C	498.39
112982 Regular	7/29/2016	565 Reep, Simon J	225.18
112983 Regular	7/29/2016	429 Sizemore, Christine A	1,000.46
112984 Regular	7/29/2016	492 Spencer, Ethan R	11.90
112985 Regular	7/29/2016	561 Steinmeyer, Karsten K	800.05
112986 Regular	7/29/2016	392 Wardrip, Spencer A	652.08
112987 Regular	7/29/2016	432 Wilton, Sara J	328.82
112988 Regular	7/29/2016	480 Woods, Dylan J	360.64
112989 Regular	7/29/2016	533 Wruth, Hunter T	34.66
112990 Regular	7/29/2016	541 Cox, Christopher S	467.30
112991 Regular	7/29/2016	563 Saleumsay, Issaya S	177.57
112992 Regular	7/29/2016	495 Tashiro-Townley, Joshua C	134.98
112993 Regular	7/29/2016	500 White, Preston A	138.58
112994 Regular	7/29/2016	116 Beaufrere, Noreen	3,007.63
112995 Regular	7/29/2016	137 Throm, Victoria J	2,136.53
1005568830 Regular	7/29/2016	364 Newell, Nancy J	91.42
1005568831 Regular	7/29/2016	570 McGregor Hollums, Helen F	268.11
1005568832 Regular	7/29/2016	568 Burton, Da'Ris V	286.08
1005568833 Regular	7/29/2016	471 Shank, Maia M	393.94
1005568834 Regular	7/29/2016	527 Ainsworth, Nicholas D	367.88
1005568835 Regular	7/29/2016	509 Brannon, David J	23.09
1005568836 Regular	7/29/2016	555 Casey, Noah	283.64
1005568837 Regular	7/29/2016	274 Goldfoos, Rhyan	563.20
1005568838 Regular	7/29/2016	564 Jackson-Kinney, Kyrsten S	353.66
1005568839 Regular	7/29/2016	399 Jensen, Emily A	440.72
1005568840 Regular	7/29/2016	489 Wold, Jared K	620.77
1005568841 Regular	7/29/2016	395 Wunschel, Ethan G.	753.19
1005568842 Regular	7/29/2016	556 Bethune, Lauchlin A	213.72
1005568843 Regular	7/29/2016	569 Brown, Elijah A	178.37
1005568844 Regular	7/29/2016	521 Ellsworth, Joseph G	55.44
1005568845 Regular	7/29/2016	523 Gerona, Kiilee A	134.24
1005568846 Regular	7/29/2016	519 Lopez, Joseph C	57.85
1005568847 Regular	7/29/2016	547 Miskar, Isaac O	67.49
1005568848 Regular	7/29/2016	474 Shank, Elijah J	106.11

Totals for Payroll Checks

113 Items

139,985.35

Third Party Checks for Account Paylocity Account 24 of 122

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
112996	AGENCY	7/29/2016	401SS	ICMA Retirement Trust	21,206.71
112997	AGENCY	7/29/2016	457Ex	Vantagepoint Transfer Agent-	375.80
112998	AGENCY	7/29/2016	IC401	ICMA Retirement Trust	17,100.33
Totals for Third Party Checks 3 Items					38,682.84
Tax Liabilities					25,977.00
Paylocity Fees					760.10
Grand Total					205,405.29

Consent Agenda Item C-3

Covington City Council Meeting

Date: August 9, 2016

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN ADDENDUM TO THE INTERLOCAL AGREEMENT WITH COVINGTON WATER DISTRICT REGARDING THE DESIGN, BID, AND CONSTRUCTION OF CWD FACILITIES AS PART OF THE SR 516 – JENKINS CREEK TO 185TH PLACE SE IMPROVEMENT PROJECT (CIP 1127)

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Addendum to Interlocal Agreement with Covington Water District

PREPARED BY: Don Vondran, Public Works Director

EXPLANATION:

In 2005, the City of Covington and Covington Water District (CWD) negotiated and ratified an Interlocal Agreement to coordinate construction efforts for future street improvement projects and water facility improvements within the same right-of-way. The Interlocal Agreement was written to act as an umbrella agreement for future job specific agreements that could be included as an addendum to the Interlocal Agreement.

The City and its design consultant, Tetra Tech, is in the process of designing the SR 516 – Jenkins Creek to 185th Place SE Project (CIP 1127). As part of the Project, CWD will need to relocate and/or adjust some of their facilities. CWD wants to utilize the City's contract with Tetra Tech to design their facility modifications. This addendum would allow them to utilize Tetra Tech and piggyback on our process and not be required to go through their own process of advertising for a consultant. This also works well for the City as the same consultant will be designing both aspects of the Project.

This addendum also allows for any easements needed for CWD's facilities to be included as part of the Right-of-Way (ROW) acquisition process, and for CWD's facilities to be included as a separate bid schedule when the City advertises the Project for bids.

FISCAL IMPACT:

Any costs associated with the design and ROW associated with CWD's facilities will be the responsibility of CWD. As the base agreements with the consultant(s) will be with the City of Covington, CWD will reimburse the City for the design costs associated with their facilities.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute an Addendum to the 2005 Interlocal Agreement with Covington Water District regarding the design, bid, and construction of CWD facilities as part of the SR 516 - Jenkins Creek to 185th Place SE Project, in substantial form as attached hereto.

REVIEWED BY: City Manager, City Attorney, Finance Director

**ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
COVINGTON AND COVINGTON WATER DISTRICT**

SR 516 – JENKINS CREEK TO 185TH PLACE SE IMPROVEMENT PROJECT

This ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF COVINGTON AND COVINGTON WATER DISTRICT, regarding the SR 516 – Jenkins Creek to 185th Place SE Improvement Project, hereinafter referred to as the “Project Agreement,” is made between the City of Covington, a Washington municipal Corporation, located and doing business at 16720 SE 271st Street, Covington, Washington 98042, hereinafter referred to as the "City," and Covington Water District, located and doing business at 18631 SE 300th Place, Covington, WA 98042, hereinafter referred to as the "District.”

RECITALS

WHEREAS, the City and District entered into an Interlocal Agreement in 2005, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, to serve as an umbrella agreement to coordinate construction efforts for future street improvement projects and water facility improvements within the same right-of-way area, hereinafter referred to as the “Interlocal Agreement;” and

WHEREAS, the City and District intend that this Project Agreement shall supplement the Interlocal Agreement, except as specifically provided herein; and

WHEREAS, the City is in the process of designing and constructing a roadway improvement project (CIP 1127), commonly known as SR 516 – Jenkins Creek to 185th Place SE Improvement Project, hereinafter referred to as the “Project; and

WHEREAS, the City intends to widen and improve SR 516 (SE 272nd Street) between Jenkins Creek and 185th Place; and

WHEREAS, the City has previously requested all utility purveyors in the immediate vicinity of the Project to relocate or adjust their facilities as needed and to determine any needed system improvements in the Project vicinity; and

WHEREAS, the District, which has a franchise with the City to provide water service in the vicinity of the Project, owns and operates water distribution and transmission facilities within the immediate Project vicinity and has a Comprehensive Capital Improvement Plan which provides for expanded transmission capabilities with the Project vicinity; and

WHEREAS, the City and District wish to share in the mutual benefits of constructing the roadway and water system improvements concurrently, with the City acting as the Lead Agency; and

WHEREAS, Stantec, Inc. will prepare plans and specifications for water system improvements in the corridors within the Project vicinity, and will be a sub consultant to the City's consultant in providing said plans and cost estimates to the City in preparing contract documents for the Project; and

WHEREAS, a single contract document will be prepared incorporating both City and District improvement elements, along with other private and public utility needs; and

WHEREAS, the final Plans and Specifications will be developed by the City's Consultant, Tetra Tech, Inc.; and

WHEREAS, the District's water system improvements, hereinafter referred to as the "District's Work," generally consist of relocating and adding water mains within the corridor, along with additional fire hydrant assemblies and interties with the existing, distribution system in the area; and

WHEREAS, specific water system improvements that are part of the District's Work will be identified as "Schedule B" within the Project construction and bid documents; and

WHEREAS, the City intends to advertise for competitive bids for the Project, including that portion of the Project that is the District's Work; and

WHEREAS, the City will furnish the District with the bids submitted, and the District may approve or disapprove the bid of the low bidder as determined by the City as the lowest responsible bidder for the Project; and

WHEREAS, the City and District wish to supplement the Interlocal Agreement by partnering with one another in the SR 516 – Jenkins Creek to 185th Place SE Improvement Project, and setting forth the scope of work and allocation of design costs for the Project;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained in this Project Agreement, or attached and incorporated herein, and in the exercise of the authority granted by the Interlocal Cooperation Act, the City and District hereby agree as follows:

Section 1. Purpose. The purpose of this Addendum to the Interlocal Agreement, hereinafter "Project Agreement," is to set forth the rights, obligations, scope of work and allocation of design and right-of-way costs for the SR 516 – Jenkins Creek to 185th Place SE Improvement Project between the City and District.

Section 2. General. The City shall be deemed the Lead Agency and the District shall be deemed the Other Party for purposes of this Project Agreement, as those terms are intended in the Interlocal Agreement. Except as modified herein, this Project Agreement

shall supplement the Interlocal Agreement. In the case of any conflict between the Interlocal Agreement and this Project Agreement, this Project Agreement shall control.

Section 3. Construction Plans. Plans, specifications and cost estimates for the District's Work will be prepared by the City generally in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, District Standard Specifications as applicable, and adopted design standards. The District hereby authorizes the City's Consultant, Tetra Tech, Inc. to prepare plans for the District's improvements within the project area, utilizing Stantec, Inc. as their sub-consultant.

Section 4. Construction. The City is hereby designated as the District's design agent, acting for and on behalf of the District, for that portion of the Project that involves District Work. The City agrees to design the improvements related to the District's Work utilizing Stantec, Inc. as a sub-consultant. The City shall be responsible for administering the Project contract, as awarded to Tetra Tech, Inc. and approved by the District. As design agent, the City will perform all engineering and shall make all payments to the Engineers. The City will keep the District advised as to the progress of said Project. The City, as design agent, shall have final discretion with regard to decisions related to the work of the Engineer, after consulting with the District on those portions of the Project that are related to the District's Work.

Section 5. Authority to Design. The District hereby authorizes the City to proceed with the design and right-of way acquisition for the purpose intended by this Project Agreement.

Section 6. Payment. The District, in consideration of the faithful performance of the work to be done by the City, agrees to reimburse the City for the actual direct cost of all work specified below that is the financial responsibility of the District and all costs reasonably incurred by the City, and approved by the District in performing the District's Work, and shall take all necessary action to pledge, budget, and allocate the same. Payment shall be made by the District to the City within 30 days, upon the request of the City, to cover actual direct costs incurred by the City. Payments delayed beyond 30 days shall include interest payments of 1 percent per month. Costs shall include the following:

1. The Engineers design costs for the District's work, as detailed in EXHIBIT "B";
2. The Engineer's administration of the sub-consultant services for the District's work, as shown in EXHIBIT "B";
3. The City Right-of-Way agent's work for the acquisition of easements required for the exclusive placement of District facilities
4. The direct cost of easements for the exclusive use of District facilities.
5. The cost of all changes initiated by the District; and
6. The direct costs incurred by the City in performing the District's work.

Section 8. Extra Work. In the event of unforeseen circumstances which require an increase in the District's cost obligation more than that included in the Cost of Work,

this Project Agreement will be modified by supplemental agreement covering said increase. In the event it is determined that any “substantial change” from the description of the work contained in this Project Agreement is required, written approval must be secured from the District before the beginning of such work. “Substantial change” is defined as any changes requiring an increase in the District’s financial obligation (per Cost of Work) of greater than 25 percent. The City shall provide prior written notice for all changes to the District’s portion of the work regardless of the financial obligation.

Section 9. Final Acceptance. The District shall have final approval of the design for District facilities. The District agrees upon satisfactory completion of the design, as determined by the District, to deliver a letter of acceptance approving the District’s portion of the Project. Acceptance shall not constitute acceptance of any unauthorized or defective work or materials, nor be a waiver of any manufacturer’s, supplier’s, or contractor’s warranties. Final acceptance of the entire design shall be by the City after review by all agencies involved.

Section 10. Legal Relations. Legal relations shall be controlled by the Interlocal Agreement. All terms and obligations of the Interlocal Agreement that are not covered by this Project Agreement shall remain in full force and effect.

Section 11. Written Notice. All communications regarding this Project Agreement shall be sent to the parties at the addresses listed on the signature page unless changed by written notification. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Project Agreement, or such other address as may be hereafter specified in writing.

Section 12. Assignment. Any assignment of this Project Agreement by either party without the written consent of the non-signing party shall be void.

Section 13. Effective Date. This Project Agreement shall be effective as to all parties on the last date signed below.

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement by their authorized officers indicated below:

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

Covington Water District
18631 SE 300th Place
Kent, WA 98042

BY _____

BY _____

ITS _____

ITS _____

DATE _____

DATE _____

ATTEST:

ATTEST:

CITY CLERK, CITY OF COVINGTON

COVINGTON WATER DISTRICT

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY OF COVINGTON ATTORNEY

COVINGTON WATER DISTRICT
ATTORNEY

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF COVINGTON AND COVINGTON WATER DISTRICT

THIS AGREEMENT is made and entered into by and between the City of Covington, a municipal corporation (City), and the Covington Water District; a municipal corporation (District), for the purposes set forth below.

WHEREAS, the City annually proposes to improve various streets, (Projects); and

WHEREAS, the District annually proposes improvements to various water facilities; and

WHEREAS, the District provides water service in a portion of the City in accord with applicable Washington State and City of Covington laws, regulations and franchises; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public's interest by each performing certain work for the other during construction of the Projects, (Project Work); and

WHEREAS, the Scopes of Work and Cost Estimates for the Project Work are to be completed at a future date, and approved for inclusion by addenda as a part of this Agreement by separate actions by the City and District; and

WHEREAS, The City and the District intend that this agreement will be supplemented by job specific agreements or by other agreements for the joint participation in the construction of municipal facilities to be agreed upon in the future; and

WHEREAS, actual costs will be determined as a result of approved contract bids and actual construction and construction administration costs approved by both parties;

NOW, THEREFORE in consideration of the following terms and conditions, the parties agree as follows:

1. PROJECTS

The City shall annually supply to the District the following:

- a. A copy of its current 6 year Transportation Improvement Plan (TIP) and its 20-year Street Capital Improvement Plan as adopted by the City.
- b. A schedule of the projects planned for each calendar year as soon as it is available.
- c. Notice to the District of each project upon commencement of design.

The District shall annually supply the City the following:

- a. A copy of its current 6 and 20-year Capital Improvement Plan as adopted each year by the District.
- b. A schedule of the projects, located within the City of Covington and its Areas of Interest (as defined in the City Comprehensive Plan), planned for each calendar year as soon as it is available.
- c. Notice to the City of each project located within the City of Covington and its Areas of Interest, upon commencement of design.

In the event either party desires to partner with the other in a Project, notice shall be given to the other in writing and the parties shall negotiate a proportional allocation of cost for the Schedule of Shared Bid Items described in Section 3. below for each Project.

Each Project approved by the City and District for inclusion in this Agreement shall be attached, from time to time, as an addendum hereto and shall contain the proportional allocation of cost for the Schedule of Shared Bid Items described above. For each such project the parties will negotiate and mutually agree on one of the parties to act as the "Lead Agency". The other party is referred to herein as the "Other Party". Any designation of the District as "Lead Agency" pursuant to this section does not alter lead agency status for purposes of SEPA, nor does it shift responsibility and control over City Rights-of-Way or the authority to issue permits for any work referenced herein.

2. DESIGN

The Lead Agency shall prepare plans, specifications and contract forms and other necessary documents, suitable for public works Projects, based upon and in accordance with the current edition of the Washing State Department of Transportation and American Public Works Association Standard Specifications for Road, Bridge and Municipal Construction, (Contract Documents), in a manner suitable for including Other Party Work.

The Lead Agency shall supply to the Other Party the following: (1) Copies of progress and final base maps and construction plans, in mutually acceptable digital format as, requested by the Other Party. (2) Copies of Project specifications and other contract documents, in digital format, as requested by the Other Party.

The Other Party shall, in a timely manner, furnish construction drawings, special contract provisions, and other necessary documents in mutually acceptable digital format for the Other Party Work to become a part of the City's Contract Documents for the Projects. The Lead Agency shall notify the Other Party of any changes, which must be made to these documents to bring them into conformance with Lead Agency requirements, which changes shall be promptly made by the Other Party. Engineering design costs for plan modifications to integrate into a bid package will be borne by each agency for their engineering work or as mutually agreed to.

The Lead Agency shall incorporate the Other Party plans and specifications into the Contract Documents and shall separate the bid items into at least three separate bid schedules: (1) Lead Agency Bid Schedule, bid items exclusively for Lead Agency work, (2) Other Party Bid Schedule, bid items exclusively for Other Party work, and (3) Schedule of Shared Bid Items whose costs are to be proportionately allocated to the City and the District. The Other Party may elect to have its work incorporated into the bid documents as part of the base bid or as either additive or deductive schedules. The parties can mutually agree to share in the cost of design for any part of, or for all of, any project. Cost sharing on design work shall be proportionate to the time and complexity of the design work for each party's share. The cost of construction of each party's work may be a factor but shall not be determinative of that party's share of the design work.

3. ALLOCATION OF COSTS FOR SHARED BID ITEMS

To protect the District and the City from having a bidder shift disproportionate costs of shared items onto the District's or the City's bid schedule, bid items such as, but not limited to, Mobilization, Clean-up, Demobilization, Temporary Erosion Control, and various items related to Traffic Control will all be contained within a separate Schedule of Shared Bid Items. The cost of said bid items will be proportioned between the City and the District based on either (1) Identification of bid items subject to cost sharing and item by item proportional allocation of cost as agreed between the parties prior to bid advertisement, or (2) Identification of bid items subject to cost sharing as agreed between the parties prior to bid advertisement and proportional allocation of their cost based solely upon the costs of the City and District Bid Schedules relative to the sum of the two. The parties shall agree to the method for cost sharing separately for each Project. The derived allocation percentages shall be applied to the engineer's estimate to determine each party's estimated dollar share prior to bids, shall be applied to the contract bid to estimate each party's contract share and shall be applied to the final contract cost for these items to determine each party's final contract share.

4. BIDDING

The Lead Agency shall furnish the Other Party with the bid, bid prices, and the list of contractors and subcontractors for the Other Party Work for the Other Party's approval. The Other Party shall review the bid documents and notify the Lead Agency in writing whether the Other Party approves or rejects the bids for the Other Party's work. The Lead Agency shall not proceed with the Other Party Work if the Lead Agency has found or received written notification from the Other Party that the Other Party has found supportable grounds for rejecting the bid(s) for Other Party's work. Bid awards shall be made to the lowest responsible bidder for the Project, subject to applicable laws and regulations.

In the event the Other Party rejects the lowest responsible bid, and the Other Party Bid Schedule is additive or deductive, the Other Party may elect to have its own contractor do the Other Party Work. Timing of work issues shall be determined in each project specific supplemental agreement. The Other Party shall complete its work prior to the scheduled

beginning of the Lead Agency's work, provided that the Lead Agency may, in its sole discretion, allow the Other Party's Contractor to perform work concurrently with the Lead Agency's Contractor. In such event, the Other Party shall require its contractor to coordinate all Other Party Work located at the Project site with the Lead Agency Contractor and with any contractors or work crews from other utilities and to not unreasonably interfere with or delay the Lead Agency's Contractor or the work by other utilities. The Other Party shall notify its Contractor of such requirement and shall provide written notice to the Lead Agency and the Lead Agency's Contractor 10 days prior to beginning Other Party Work on the Project site.

5. CONTRACT ADMINISTRATION

- a. The Lead Agency shall provide the necessary engineering, administration, inspection and clerical services necessary for the construction management of the Project. In providing such services, the Lead Agency may exercise all the powers and perform all the duties as authorized by law and this agreement, including, but not limited to, enforcement and interpretation of the contract documents, plans and specifications. The Lead Agency may enter into a contract with a consulting firm and hire limited term contract employees to perform many of these construction management services. The Lead Agency shall prepare the agreements and the Other Party shall participate in determination of contract scope of work and terms for such services. The Other Party will pay to the Lead Agency its share of such services. The Other Party share percentage shall equal the ratio of the final bid amount of the Other Party bid schedule divided by the final bid amount of the sum of Lead Agency and Other Party bid schedules, as described in Section 2. above.
- b. The Other Party may furnish, and the Lead Agency will allow, an inspector to be on the Project site to verify proper compliance with requirements set forth in the Contract Documents while the Contractor is doing the Other Party Work. The Other Party's inspector shall advise the Lead Agency of any deficiencies noted in the Other Party Work. The Lead Agency may designate the Other Party's inspector as the Lead Agency's agent to communicate directly with the Contractor's field personnel regarding compliance with the contract specifications for the Other Party Work. The Other Party's inspector shall maintain a daily record pertaining to the project, and shall assist the Lead Agency's contract management personnel in preparing reports of daily quantities of Other Party work. The District and the City mutually recognize that special circumstances may create the need to allow the Contractor to work on weekends, holidays or at times outside the normal workday hours established in the Contract. Both the City and the District will provide personnel they each determine is needed to be on site and/or on call during these work times and each will be responsible to provide regular and overtime compensation to their own employees as each determines is needed. Payment from the Contractor to compensate for such overtime work by City or District employees, shall be shared by the City and the District in proportion to their direct costs for the work performed under such conditions.

- c. During construction, the Other Party shall notify the Lead Agency as soon as practicable, in writing, of any changes it wishes to make in the plans and specifications that affect the Other Party Work. Such changes shall be made, if feasible. Similarly, the Lead Agency will notify the Other Party as soon as practicable of any changes required by the Lead Agency in the scope of the Project, or of any changes that substantially change the nature of the Other Party Work and will obtain the Other Party's approval of such changes to the Other Party Work. Notification by a party shall be given prior to commencement of the changes. The cost of the change shall be borne by the party initiating the changes, and any cost savings shall benefit the party initiating the changes provided that those cost savings are applicable to expenses that party would otherwise have been subject to pay. When calculating the cost of changes, such calculation shall include costs to other items of work impacted by the change and/or claims arising from the change. The Lead Agency shall act as the Other Party's agent in negotiating change orders and/or force account work with the Contractor, provided that the Other Party should be given notice and an opportunity to have input and the right to reject any change order relating solely to Other Party's work.

- d. The Lead Agency shall provide the Other Party with written notice of substantial completion of the Project Work. The Other Party shall perform final inspection of the Other Party Work. The Other Party shall, within 30 calendar days of its final inspection, provide to the Lead Agency final acceptance of the Other Party Work, or alternatively, provide an itemized and detailed response as to why final acceptance by the Other Party Work cannot be given. If the Other Party fails to respond to the Lead Agency within said 30 calendar days of the Other Party's receipt of the notice of completion from the Lead Agency, the Other Party will be deemed to have given final acceptance of the Other Party Work. Upon final acceptance of the Other Party Work, the Lead Agency shall be relieved of any and all responsibility and/or liability for the Other Party Work and the condition of the Other Party facilities, provided that, the Lead Agency shall assign its rights under the Project contract relating to the Other Party Work to the Other Party, including warranty and maintenance obligations by the Contractor relating to the Other Party Work. The Lead Agency shall require the Contractor, according to the provisions enforceable in the Project contract, to maintain the maintenance bond in effect for a period of not less than 2 years following the Lead Agency's final acceptance of the Contractor's work to cover the cost of repairing or replacing faulty materials or workmanship and shall join with the Other Party in any action taken by the Other Party to enforce the conditions of said maintenance bond. In the event enforcement action is taken by the Lead Agency, the Other Party, or jointly, the costs of such enforcement action shall be borne by each in proportion to the relative value of the claim/claims awarded. No legal action may be commenced by either party without the express written consent of the other party, unless the legal action does not involve the claim of the remaining party.

- e. The Lead Agency shall provide the Other Party with record drawings (as built), in mutually acceptable digital format, of the Other Party Work within 10 days of the notice to the Other Party of project completion. The revisions to the contract plans shall be

incorporated onto the record drawings digitally. The record drawings for water facilities and roadway/stormwater facilities shall conform to the District and City standard details for record drawings. The work described in this sub-section 5.e. shall be included in the consultant construction management services contract/s described in Subsection 5.a. above.

- f. The agency that will ultimately own and operate the particular facility will have the option to take the lead in negotiating and shall have the full and sole authority, after consultation with the Other Party, to directly negotiate the contract, any change orders, force account work, design changes and contractor claims relating to such facilities.

6. TERM

The term of this agreement shall be indefinite. Either party may terminate this agreement on 60 days notice provided that the terms of this and any supplemental agreement shall continue through the completion of any pending project.

7. PAYMENT

The Other Party shall reimburse the Lead Agency for all costs reasonably incurred by the Lead Agency in performing the Other Party Work, which costs shall include:

- a. The cost of all work pursuant to the Other Party Bid Schedule.
- b. The Other Party's proportionate share of the cost of all work performed pursuant to the Schedule of Shared Bid Items. To the extent that other parties contribute toward the cost of these Shared Bid Items, the payments received from those parties will be credited to the City and the District in accordance with their proportionate share.
- c. The cost of all change orders initiated by the Other Party as described in sub-section 5.c.
- d. The Other Party's proportionate share of the Lead Agency's contract administration services in the amount of 5% of the sum of the costs of 7.a., 7.b., and 7.c. above.
- e. The Other Party's proportionate share of consultant construction management services as described in sub-section 5.a.

The Lead Agency shall provide monthly progress payment estimates for the Other Party Bid Schedule and the Schedule of Shared Bid Items to the Other Party for Other Party review and written approval. The Other Party shall return said progress payment estimates as revised and approved to the Lead Agency within 10 calendar days of their receipt. The Lead Agency shall make payment to the Contractor pursuant to said progress payment estimates, only as approved by the Other Party. The Other Party shall reimburse the Lead Agency within 30 calendar days of Other Party approval for the progress payment estimates as approved by the Other Party. Past due undisputed payments shall accrue simple interest at the rate of one percent (1 %) per month until paid.

8. INDEMNIFICATION AND HOLD HARMLESS

Each party to this Agreement hereto agrees to protect, defend, and indemnify the other party, its elected and appointed officers, officials, employees, and agents from any and all costs, claims, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Other Party only, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the Other Party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Claims shall include, but not be limited to, defects or mistakes in plans, specifications and or drawings, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction of any kind, delivered hereunder, constitutes an infringement of any copyright patent, trademark, trade name, and/or otherwise results in unfair trade practice.

In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this provision and substantially prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.

The provisions of this section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

9. OTHER PROVISIONS

- a. The City shall retain ownership and usual maintenance responsibility for the road and stormwater facilities, landscaping, signs, signals and sidewalks. The ownership and control of any District facilities shall be as specified in the job specific supplemental contracts.
- b. This agreement contains the entire agreement of the parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both parties.
- c. Nothing contained herein is intended to, nor shall be construed to create any *rig* in any third party, or to form the basis for any liability on the part of the parties to this Agreement, or their officials, officers, employees, agents or representative, to any third party.

- d. Waiver of any default or breach of terms Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both parties.
- e. If any provision of this Agreement is held invalid or unenforceable by a court competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the parties.

f. Resolution of Claims and Disputes

- i. Mediation. Any claim or dispute arising out of or related to this Agreement or the Project Contract, Plans and Specifications shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be conducted by JAMS, WAMS, JDR or any other mutually agreeable mediator.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- ii. Arbitration. Any claim arising out of or related to this Agreement or the Project Contract Plans and Specifications shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions set forth above,

Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be conducted by one of the entities identified in section f (i) above. The parties shall mutually agree upon an arbitration entity and arbitrator. In the event the parties are unable to select an entity or arbitrator then the choice shall be made by the Renton City Attorney. The demand for arbitration shall be filed in writing with the other party to the Contract. A demand for arbitration shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

- iii. Timely Assertion of Claims and Disputes. The party filing a notice of demand for arbitration must assert in the demand all claims and disputes then known to that party on which arbitration is permitted to be demanded

- iv. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction

10. CONTRACTOR'S INDEMNIFICATION OF OTHER PARTY AND INSURANCE

The Lead Agency shall require the contractor building the Project to indemnify, defend, and save harmless the Other Party and its officers, agents, or employees from any claim damage, action, liability of proceeding brought or filed against the Other Party or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the Other Party solely for the purposes of the indemnification.

The Other Party, its elected and appointed officers, agents and employees shall be named as also insured on all insurance policies to be maintained by contractor(s) under the terms of all Project contracts, with the Lead Agency contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation. The Contractor shall provide the Lead Agency with a certified copy of all policies with endorsements attached as are necessary to comply with the contract specifications. The Lead Agency shall provide the Other Party with copies of all such policies and documents upon receipt of same by the Lead Agency.

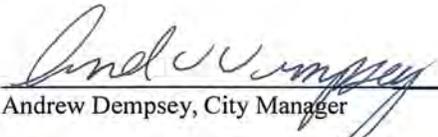
The Lead Agency shall require the contractor building the Project to be solely and completely responsible for safety and safety conditions at the job site, including the safety of all persons and property during performance of the work. The contractor shall comply with all applicable City and State regulations, ordinances, orders and codes regarding safety. The Other Party shall have no responsibility as to safety and safety conditions at the job site.

IN CONSIDERATION of the mutual benefit accruing herein, the parties hereto agree that the work as set forth herein will be performed by the City under the terms of this Agreement.

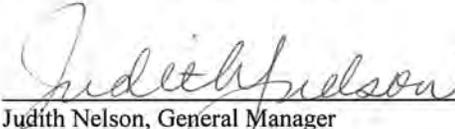
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last written below.

CITY OF COVINGTON

COVINGTON WATER DISTRICT



Andrew Dempsey, City Manager



Judith Nelson, General Manager

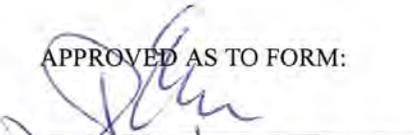
4/2/2005

DATE

March 16, 2005

DATE

APPROVED AS TO FORM:



Duncan Wilson, City Attorney

APPROVED AS TO FORM:



CED, District Attorney

WORK ELEMENT 18. COVINGTON WATER DISTRICT WATER SYSTEM DESIGN

The Covington Water District is relocating/replacing a new water main (1) and crossing (1) of Jenkins Creek as part of the City of Covington SE 272nd Street (SR 516) project. The CONSULTANT shall coordinate with the Covington Water District to determine the extent of the water main improvements, construction sequence and operational limitations during construction. The CONSULTANT shall then design the water main and associated appurtenances in conformance with the Covington Water District's design standards and incorporate into the current City of Covington project plan set. Specific activities will include:

Assumptions:

- Project will include federal funding and applicable funding conditions will apply
- Covington Water District's standards and specifications will be used where applicable
- An inter-local agreement will be executed between the Covington Water District and the City of Covington
- A bid schedule will be established to capture Covington Water District costs related to design and construction
- The Covington Water Districts new improvements will lie within the impact limits established in the permitting documents for the project. As such, no additional permitting is anticipated.
- Assumes one crossing of Jenkins creek (16 inch) for the Covington Water District Transmission Main with an estimated total of 2800 LF of main design. The 16 inch line will connect into an existing main (12 inch) running along the North side of the corridor plus connect into a new 12 inch main running along the south side of the corridor east of Jenkins creek. Approximately 2000 lf of new main along the south side of the corridor will be designed along with 800LF of 16 inch main used to manifold and cross Jenkins creek including a 30 inch steel casing.

Specific activities will include:

Work Element 18.1 District Coordination

The CONSULTANT shall coordinate with Covington Water District on the design of new water main to be constructed as well as existing mains and related water facilities to be abandoned or replaced during construction. Two (2) meetings with Covington Water District at three (3) hours per meeting are assumed as well as coordination via telephone, email and letter for this effort.

Deliverable(s):

- Attend Meetings

- Prepare Meeting Minutes
- Telephone Logs and Notes

Work Element 18.2 Project QA/QC

The CONSULTANT shall provide QA/QC activities, reviews and documentation. These activities will include senior engineer reviews, documentation and internal audits of project required procedures.

Deliverable(s):

- Senior Reviews and Documentation
- Submittal Reviews and Documentation
- QA/QC File Documentation and Checklists

Work Element 18.3 Concept Design & Construction Sequence

The CONSULTANT shall develop and submit concept plans level showing the conceptual horizontal and vertical layout of the proposed water main improvements in order to identify space requirements within the right-of-way. The technical memo will identify the anticipated construction cost and construction sequence needed to accommodate the construction of the crossing and for water main, including outages. The concept will be laid out on base drawings provided by the CONSULTANT.

Deliverable(s)

- Construction Sequence memo and operational limitations during construction
- Five (5) concept plan and profile view sheets
- Concept Level Cost Estimate

Work Element 18.4 Utility Coordination Associated with Water Main Design

The CONSULTANT will identify and document possible utility conflicts associated with water main design. After the conceptual design is completed potential utility conflicts will be identified and documented in matrix form. This matrix will be used to track the actions needed to address the conflicts, including potholing.

Deliverable(s)

- Utility Conflict Matrix
- Utility Pothole Plan
- Utility Pothole Data Table

Work Element 18.5 30% Design PS&E

Develop and submit construction plans to a 30% design level showing the conceptual horizontal and vertical layout of the proposed water main improvements in order to identify space requirements within the right-of-way. The CONSULTANT shall prepare a 30% engineer's estimate using Covington Water District standard bid items to reflect the expected construction cost for the project. Specifications will not be provided for this submittal. The design will be laid out on base drawings provided by The CONSULTANT. The CONSULTANT's project manager will perform the QA/QC review on the 30% submittal documents. The CONSULTANT shall include information pertaining to the horizontal and vertical alignment of other known planned utilities. In addition, roadway improvements near the horizontal alignment of the transmission mains (i.e., type and location of retaining walls – including extents of any planned geotextile reinforcing) at the time of reviews.

The 30% construction plans shall include the following:

Deliverable(s):

- Five (5) plan and profile view sheets (Digital and Hard Copy)
- 30% water main estimate (Digital and Hard Copy)

Work Element 18.6 60% Design PS&E

Develop and submit 60% design PS&E. The 60% design PS&E will include detailed plan and profile views of the water main improvements so that any conflicts with other utilities or design elements can be determined and resolved. Connection details, as well as other construction details will be developed sufficiently to understand the construction requirements of the project. The 60% Construction Specifications will be based on the CITY's boilerplate special provisions and Covington Water District's standard specifications. The 60% engineer's estimate will use the City of Covington's standard bid items (WSDOT) to reflect the expected construction cost for the project. The CONSULTANT shall address all 30% review comments on the proposed water main improvements. and perform QA/QC reviews by its project manager and construction observer on the 60% submittal document. The construction observer's review will focus on constructability issues. The CONSULTANT shall include information pertaining to the horizontal and vertical alignment of other known planned utilities. In addition, roadway improvements near the horizontal alignment of the transmission mains (i.e., type and location of retaining walls – including extents of any planned geotextile reinforcing) at the time of reviews. The 60% construction plans shall include the following:

Deliverable(s): (Digital and Hard Copy)

- Five (5) detailed plan and profile sheets of the water main improvements
- Three (3) detail sheets
- 60% water main specifications
- 60% water main estimate
- 30% comment matrix

Work Element 18.7 90% Design PS&E

Develop and submit 90% design PS&E. The 90% design PS&E will include detailed plan and profile views of the water main improvements. The design elements will be cross-checked with the other street and utility improvements to eliminate the major conflicts. Minor conflicts will be addressed during the 90% quality management review. The connection details and other construction details will be sufficiently designed that potential bidders could conceivably construct the project. All references and callouts will be checked to assure continuity within the design. specifications will be developed that describe the elements included in each bid item, how each bid item will be measured and paid, and the material and construction requirements. The 60% construction cost projections will be refined to provide an updated projection of probable construction cost. The CONSULTANT shall address all 60% review comments on the proposed water main improvements and perform QA/QC reviews by its project manager, quality control manager, construction observer, and principal in charge on the 90% submittal document. The CONSULTANT shall include information pertaining to the horizontal and vertical alignment of other known planned utilities. In addition, roadway improvements near the horizontal alignment of the transmission mains (i.e., type and location of retaining walls – including extents of any planned geotextile reinforcing) at the time of reviews. The 90% construction plans shall include the following:

Deliverable(s): (Digital and Hard Copy)

- Five (5) detailed plan and profile sheets of the water main improvements
- Three (3) detail sheets
- 90% water main specifications
- 90% water main estimate
- 60% comment matrix

Work Element 18.8 100% Design PS&E

The CONSULTANT shall develop and submit the 100% design PS&E addressing all comments from the 90% review and should represent documents nearly ready to advertise for bids. This effort is assumed to be minor and that no design changes will have occurred after the 90% design has been completed. The CONSULTANT shall perform a final QA/QC review to ensure that all design elements have been addressed and the documents are ready to be advertised for bids by the CITY. The 100% level cost estimate for the project will be sufficiently detailed to determine a fair price for the work to be performed, and to provide a basis for evaluating contractor bids. The CONSULTANT shall include information pertaining to the horizontal and vertical alignment of other known planned utilities. In addition, roadway improvements near the horizontal alignment of the transmission mains (i.e., type and location of retaining walls – including extents of any planned geotextile reinforcing) at the time of reviews. The 100% construction plans shall include the following:

Deliverable(s): (Digital and Hard Copy)

- Five (5) detailed plan and profile sheets of the water main improvements
- Three (3) detail sheets

- 100% water main specifications
- 100% water main estimate
- 90% comment matrix

Work Element 18.9 Final Design PS&E

The CONSULTANT shall make minor revisions, as necessary, to the PS&E to incorporate the 100% review comments. The final contract plans will include all complete stamped drawings with date and signature. The contract provisions document will be complete and be ready to use during bid advertisement. The CONSULTANT shall also prepare a final engineer's estimate of probable construction costs. This effort is assumed as a minor effort to address minor plan and specification issues. Design changes are not provided for this submittal. The 100% construction plans shall include the following sheets:

Deliverable(s): (Digital and Hard Copy)

- Five (5) detailed plan and profile sheets of the water main improvements
- Three (3) detail sheets
- Final water main specifications
- Final water main estimate
- 100% comment matrix

Work Element 18.10 Bidding Assistance

The CONSULTANT shall respond to written questions and review substitution requests where engineering effort is required from potential bidders. The CONSULTANT shall prepare up to two (2) addenda if required. Plans and specifications shall be modified as required to clarify Bidder's questions.

Deliverable(s): (Digital and Hard Copy)

- Written Responses to questions
- Prepare up to Two (2) addenda

CONSULTANT FEE SUMMARY

Project: City of Covington
SE 272nd Street (SR 516) between Jenkins Creek and 185th Place SE
Tetra Tech
Fee Estimate

Tetra Tech

DIRECT SALARY COST (DSC):				
Classification	Hours	X	Rate	Cost
1. Project QA/QC Manager	6		62.00	\$372.00
2. Project Manager/Sr. Supervising Engineer	46		69.39	\$3,191.94
3. Project Engineer/Senior Engineer	44		53.50	\$2,354.00
4. Staff Engineer	20		45.00	\$900.00
5. CADD / Technical Support	8		35.00	\$280.00
6. Project Administrator	20		28.00	\$560.00
7. Struct Project Manager	0		71.74	\$0.00
8. Senior Structural Engineer	0		50.00	\$0.00
9. Junior Structural Engineer	0		34.06	\$0.00
10. Structural CAD	0		30.00	\$0.00
11. Structural Administration	0		28.00	\$0.00
12. Survey Manager	0		47.99	\$0.00
13. Computations Technician	0		42.00	\$0.00
14. Survey CADD	0		30.00	\$0.00
15. Field Tech 3	0		33.00	\$0.00
16. Field Tech 2	0		25.00	\$0.00
17. Survey Admin	0		27.00	\$0.00
SUBTOTAL - DSC				144
				\$7,657.94
OVERHEAD (OH) COST (Including Salary Additives)				
OH Rate X DSC or 151.00% X \$7,657.94				\$11,563.49
FIXED FEE (FF):				
FF Rate = 30% X (\$7,657.94)				\$2,297.38
REIMBURSABLES:				
Mileage (250 Miles X 0.54/mile)			\$135.00	
Survey Mileage (Miles X 0.555/mile)			\$0.00	
Reprographics				
APS (Potholing)			\$1,000.00	
Courier			\$200.00	
				\$1,335.00
SUBTOTAL				\$22,853.81
SUBCONSULTANTS				
Stantec				\$70,043.16
GRAND TOTAL - ESTIMATED FEE				\$92,896.97

Prepared By: cjp

Date: 4/6/2016

Checked By: cjp

Date: 4/6/2016

CONSULTANT FEE SUMMARY

City of Covington

SE 272nd Street (SR 516) between Jenkins Creek and 185th Place SE

Tetra Tech

Fee Estimate

MAJOR TASK DESCRIPTION	Project QA/QC	Project Manager	Project Engineer	Staff Engineer	Tech. Support	Project Admin	HOURS TOTAL	TOTAL
18.0 Covington Water District System Design								
18.1 Covington Water District Coordination		10	10			2	22	\$ 3,610.57
18.2 Project QA/QC	6	6	4			2	18	\$ 2,973.93
18.3 Concept Design and Construction Sequence		4	4	4	4	2	18	\$ 2,437.85
18.4 Utility Coordination Associated with Water Main Design		4	12	4	4	2	26	\$ 3,640.53
18.5 30% Design PS&E		4	4	4		2	14	\$ 2,044.45
18.6 60% Design PS&E		4	2	2		2	10	\$ 1,490.88
18.7 90% Design PS&E		4	2	2		2	10	\$ 1,490.88
18.8 100% Design PS&E		4	2	2		2	10	\$ 1,490.88
18.9 Final Design PS&E		4	2	2		2	10	\$ 1,490.88
18.10 Bidding Assistance		2	2			2	6	\$ 848.00
TOTAL	6	46	44	20	8	20	144	\$ 21,518.85

CONSULTANT FEE SUMMARY

Project: City of Covington
SE 272nd Street (SR 516) between Jenkins Creek and 185th Place SE
Stantec
Fee Estimate

Stantec

DIRECT SALARY COST (DSC):					
Classification	Hours	X	Rate	Cost	
1. Principal/Project Manager (CPS/EJW)	80		65.13	\$5,210.40	
2. Senior Project Engineer QA/QC (SKS)	62		54.49	\$3,378.38	
3. EIT Designer (SMA)	130		32.29	\$4,197.70	
4. Sr. Eng. Technician (JEG)	114		46.69	\$5,322.66	
5. CADD Technician (BLG)	74		32.11	\$2,376.14	
6. Project Administrator (RCS)	15		40.87	\$613.05	
SUBTOTAL - DSC				475	\$21,098.33
OVERHEAD (OH) COST (Including Salary Additives)					
OH Rate X DSC or 186.04% X \$21,098.33					\$39,251.33
FIXED FEE (FF):					
FF Rate = 30% X (\$21,098.33)					\$6,329.50
REIMBURSABLES:					
Mileage (600 Miles X 0.54/mile)			\$324.00		
Computer time			\$2,040.00		
Reprographics			\$1,000.00		
Courier			\$0.00		
					<u>\$3,364.00</u>
SUBTOTAL					\$70,043.16
SUBCONSULTANTS					
GRAND TOTAL - ESTIMATED FEE					\$70,043.16

Prepared By: Chris Schmidt - Stantec

Date: 4/6/2016

Checked By: Chris Schmidt - Stantec

Date: 4/6/2016

CONSULTANT FEE SUMMARY

City of Covington

SE 272nd Street (SR 516) between Jenkins Creek and 185th Place SE

Stantech
Fee Estimate

MAJOR TASK DESCRIPTION	PIC/PM CPS/EJW	PE SKS	EIT SMA	Sr. Tech. JEG	CAD BLG	Admin. RCS	HOURS TOTAL	TOTAL
								\$ -
18.0 Covington Water District Upgrade Design								
18.1 Coordination	4			4		2	10	\$ 1,671.92
18.2 Project QA/QC	16	8	4	4			32	\$ 5,669.51
18.3 City Concept design & Construction Sequence	4	8	8	8		2	30	\$ 4,456.23
18.4 Utility Coordination Associated with Water Main Design	4	4	6	8			22	\$ 3,304.95
18.5 30% Design PS&E	10	8	14	20	14	2	68	\$ 9,494.98
18.6 60% Design PS&E	10	8	22	20	14	2	76	\$ 10,311.37
18.7 90% Design PS&E	10	8	26	20	18	2	84	\$ 11,125.49
18.8 100% Design PS&E	10	8	26	14	18	2	78	\$ 10,240.14
18.9 Final Design PS&E	10	8	22	14	10	2	66	\$ 9,020.10
18.10 Bidding Assistance	2	2	2	2		1	9	\$ 1,384.48
TOTAL	80	62	130	114	74	15	475	\$ 66,679.17

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF KENT REGARDING THE DESIGN, BID, AND CONSTRUCTION OF CITY OF KENT UTILITY FACILITIES AS PART OF THE SR 516 – JENKINS CREEK TO 185TH PLACE SE IMPROVEMENT PROJECT (CIP 1127)

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Interlocal Agreement

PREPARED BY: Don Vondran, Public Works Director

EXPLANATION:

The City of Kent has transmission water mains in the Right-of-Way (ROW) of SR 516 through the City of Covington. As part of any capital improvement project along the SR 516 corridor, there may be a need for utilities to be relocated. It is the responsibility of the utility (City of Kent in this case) to relocate those facilities. In particular, as part of the design for CIP 1127 - SR 516: Jenkins Creek to 185th Project, there is a need for the transmission water mains to be relocated in conjunction with constructing the new bridge over Jenkins Creek.

This Interlocal Agreement (ILA) will allow the City of Kent to piggyback on our design agreement with Tetra Tech and also allow them to piggyback on any ROW needs as well as our bidding and completion of CIP 1127. This is similar to our ILA with the Covington Water District. This ILA benefits Kent by not being required to advertise for their own design consultant or bid and manage a separate construction project. This benefits the city by having all project work designed by the same consultant, bid by the city, and built by the same contractor.

FISCAL IMPACT:

Any costs associated with the design, ROW or construction of City of Kent utility facilities will be the responsibility of the City of Kent. This will operate in a reimbursement type manner to the City of Covington, as the base agreements with the consultant(s) and contractor will be with the City of Covington.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute an Interlocal Agreement with the City of Kent regarding the design, bid, and construction of City of Kent utility facilities as part of the SR 516 - Jenkins Creek to 185th Place SE Improvement Project (CIP 1127), in substantial form as attached hereto.

REVIEWED BY: City Manager, City Attorney, Finance Director

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF COVINGTON AND KENT
FOR JOINT PUBLIC WORKS OPERATIONS FOR CIP1127
SE 272ND ST. (SR 516) IMPROVEMENTS
BETWEEN JENKINS CREEK AND 185TH PLACE SE**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the CITY OF COVINGTON, a Washington municipal corporation (“Covington”), and the CITY OF KENT, a Washington municipal corporation (“Kent”), (collectively the “Parties” or “Cities” or in the singular “Party” or “City”).

WHEREAS, the Parties are “public agencies” as defined by Chapter 39.34 RCW, and through the provisions of that Chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, RCW 39.34.030 authorizes an agreement for joint or cooperative action by a public agency upon appropriate legislative action by the governing body of each agency prior to entry into such agreement; and

WHEREAS, the Parties have similar operational needs in relationship to Covington’s public works capital improvement project CIP 1127, SE 272nd St. (SR 516) Improvements between Jenkins Creek and 185th Place SE (“Project” or “CIP 1127”), and can provide savings to taxpayers through contracting for shared services and by Covington providing services on behalf of Kent; and

WHEREAS, Kent has three water transmission mains (“Kent’s Facilities”) that are located in SE 272nd St. and cross Jenkins Creek. These water mains will need to be relocated in order to construct the Jenkins Creek bridge; and

WHEREAS, the engineering design scope of work is attached hereto as Exhibit “A” and the cost estimate for the relocation of Kent’s Facilities within the Project is attached hereto as Exhibit “B,” both being incorporated herein by reference; and

WHEREAS, actual construction costs will be determined as a result of approved contract bids and actual construction and construction administration costs approved by both Parties; and

WHEREAS, each Party can realize certain economies from sharing resources and piggybacking onto contracts; and

WHEREAS, Kent has agreed to follow Covington’s contracting procedures for bidding, contracting, and purchasing where required by this Agreement; and

WHEREAS, Kent has agreed to compensate Covington for expenses incurred when utilizing the procedures offered under this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

1 Purpose. It is the purpose of this Agreement to utilize the provisions of state law to enable the Parties to take advantage of economies of scale in sharing resources, by providing services to Kent, by conducting joint operations and by utilizing cooperative purchasing, in relation to CIP 1127.

2 Definitions.

21 “Contracting Procedures” means the ordinances, resolutions, and administrative orders adopted by a Party that specify the methods by which that Party purchases goods, equipment and services and the methods by which that Party obtains professional services, advertises for bids and awards contracts.

22 “Lead Agency” is the Party designated as having administrative oversight of the services being provided to other Parties, including the responsibility for tracking expenses, providing invoices, and reconciling costs for services rendered.

23 “Piggybacking” refers to the process by which a Party utilizes the contract that another Party has entered into with an outside vendor to make purchases or to receive services from that outside vendor.

3 Offered Contracted Services.

Covington agrees to perform the following services for Kent pursuant to the terms of this Agreement:

31 Design. Covington agrees to offer design services to relocate Kent’s Facilities by third-party vendors contracting with Covington, to Kent for CIP 1127.

32 Right-of-Way Services Covington agrees to offer right-of-way services by third- party vendors contracting with Covington, to Kent for CIP 1127.

33 Construction Management. Covington agrees to offer construction management services, either by Covington staff or third-party vendors contracting with Covington, to Kent for CIP 1127.

34 Project Management Services. Covington agrees to offer general project management services, either by Covington staff or third-party vendors contracting with Covington, to Kent for CIP 1127.

4 Request for Services.

The following process shall be followed by Kent when seeking to engage Covington for joint operations or contracted services under this Agreement (excluding cooperative purchasing, which is addressed in Section 5, herein):

- 41. Requests for Additional Services.** In addition to the agreed-upon scope of work, as set forth in Exhibit “A,” Kent shall submit a written request for any additional service, not covered in Exhibit “A,” to Covington, setting forth the requested scope of work, requested duration or frequency of work, the location of the work, the estimated cost of the work and budgeted amount for the work, any equipment and materials required, any additional specifications or standards that must be considered, and a date by which a response is requested. If Kent is limited in the amount of money it can spend on the request due to a budget appropriation, Kent must specify that limitation in its request. For the purposes of this sub-section, the Parties agree that a written request may be submitted by Kent to Covington via email.
- 42. Acceptance of Request for Additional Services.** Covington shall respond to the written request for additional services, made pursuant to Subsection 4.1, through a written acceptance or denial. Should Covington fail to respond to Kent by the date specified in the request, Kent’s request shall expire and be void. An acceptance shall include the agreed upon scope of work, the total estimated direct cost for the work, the estimated indirect cost (all administrative charges and overhead), whether a deposit will be required and if so, for what purpose, and the duration and/or schedule for the work and any specifications or standards that will be applicable. The written acceptance shall require the signature of the appointed administrator of Covington, the appointed administrator of Kent.
- 43. Outside Vendor Contracts.** If any of Covington’s services to be rendered, related to this Agreement, are services provided by a contract between Covington and an outside vendor, Covington’s contract with the vendor shall reference this Agreement, specify that the vendor agrees to provide services to a Party other than Covington, and add Kent as an additional insured on the vendor’s required insurance policies. Covington shall provide a copy of its contract with the outside vendor to Kent with its written acceptance to Kent.
- 44. Covington as Lead Agency.** Covington shall have administrative oversight of the services requested, any advertisement for bids and award of contract, and the accounting for the services. Covington shall generally incur the cost of the service being performed for Kent and, in most circumstances, shall be responsible for invoicing Kent for services rendered.
- 45. Services that Require Bidding and Contracting.** A service that requires an advertisement for bids and an award of contract shall be specified by Covington in writing. Pursuant to Subsection 4.4, Covington, as Lead Agency, shall be solely responsible for conducting an advertisement for bids and awarding a contract. In advertising for bids and awarding a contract, Covington shall follow state law and Covington’s adopted local ordinances/rules. Covington may consult with Kent as to

the terms and provisions in a request for bids, but Kent shall have no role in awarding the contract. Covington assumes sole responsibility for compliance with state law and Covington's adopted local ordinances and rules pertaining to the award of the contract, management of the contract, contract close-out, warranty, and required financial guarantees. Any claims by laborers/materialmen/mechanics/suppliers shall be handled by Covington. Resolution of any dispute under the contract awarded by Covington shall be the sole responsibility of Covington. The prosecution or defense of any legal claim involving the contract awarded by Covington shall be the sole responsibility of Covington. Covington may request contribution or assistance from Kent in resolving any dispute or in prosecuting or defending any legal claim involving the contract awarded by Covington, but any such contribution or assistance shall be at the sole discretion of Kent.

4.5.1. Allocation of Costs for Shared Bid Items.

To protect the Parties from a bidder shifting disproportionate costs of shared bid items onto either Party's bid schedule, shared bid items such as, but not limited to, mobilization, clean-up, demobilization, temporary erosion control, and various items related to traffic control shall all be contained within the primary Schedule of the Bid Documents.

The cost of said shared bid items shall be proportioned between Covington and Kent based on either: (1) Identification of bid items subject to cost sharing and item by item proportional allocation of costs as agreed between the Parties prior to bid advertisement; or (2) Identification of bid items subject to cost sharing as agreed between the Parties prior to bid advertisement and proportional allocation of their costs based solely upon the costs of the Parties' Bid Schedules relative to the sum of the two.

The Parties shall agree to the method for cost sharing. The derived allocation percentages shall be applied to the engineer's estimate to determine each Party's estimated dollar share prior to bids, to the contract bid to estimate each Party's contract share, and then to the final contract cost for said items to determine each Party's final contract share.

4.5.2. Bid Approval. Covington shall furnish Kent with an electronic summary of all received bids, bid items, bid prices, and the list of contractors and subcontractors to perform the requested work for Kent's approval within three business days after the closing of the bidding period. Kent shall review the bid documents and notify Covington in writing, within 14 days of receipt of all responsive bid documents, whether Kent approves or rejects the bids for Kent's requested work. Covington shall not proceed with Kent's work if Covington received written notification from Kent that Kent found supportable grounds for rejecting the bids for Kent's Facilities. A proposed bid may be rejected if among other things, any of the unit prices are excessively unbalanced, either above or below the amount of a reasonable bid, to the potential detriment of Kent. Bid awards shall be made to the

lowest responsible bidder for the project, subject to applicable laws and regulations.

- 4.5.3. Bid Rejection.** In the event Kent rejects the lowest responsible bid and Kent's Bid Schedule is additive or deductive, Kent may elect to have its own contractor perform Kent's work. Timing of work issues shall be determined in a specific addendum to this Agreement. Kent shall complete its work prior to the scheduled beginning of Covington work, provided that Covington may, in its sole discretion, allow Kent's contractor to perform work concurrently with Covington's contractor. In such event, Kent shall require its contractor to coordinate all Kent work located at the project site with the Covington contractor and with any contractors or work crews from other utilities and to not unreasonably interfere with or delay Covington's contractor or the work by other utilities. Kent shall notify its contractor of such requirement and shall provide written notice to Covington and Covington's contractor a minimum of 10 calendar days prior to beginning Kent work on the Project site.
- 46. Right of Entry.** The Parties to this Agreement hereby grant and convey to each other the right to enter upon all land in which the Parties have an interest, within or immediately adjacent to the right-of-way of a highway, road, or street for the purpose of accomplishing all work or services requested as part of this Agreement; provided, however that any request by Covington to enter upon Kent's property immediately to the South of the Project site must require advance written approval from Kent, which may be withheld at Kent's sole and absolute discretion, due to the ecologically sensitive nature of this property.
- 47. Kent Inspector.** Kent may furnish and Covington shall allow an inspector to be on a project site to verify proper compliance with the requirements set forth in the contract documents while the contractor is doing Kent work. Kent's inspector shall advise Covington of any deficiencies noted in Kent work. Covington may designate Kent's inspector as Covington's agent to communicate directly with the contractor's field personnel regarding compliance with the contract specifications for Kent work. Kent's inspector shall maintain a daily record pertaining to the project and shall assist Covington's contract management personnel in preparing reports of daily quantities of Kent work.
- 48. Change Orders.** During construction, Kent shall notify Covington in writing as soon as practicable of any changes it wishes to make in the plans and specifications that affect Kent's work. Such changes shall be made, if feasible. Covington shall notify Kent in writing as soon as practicable of any changes required by Covington in the scope of the project or of any changes that substantially change the nature of Kent's work and shall obtain Kent's approval of such changes to Kent's work. Notification by a Party shall be given prior to commencement of the changes. The cost of the change shall be borne by the Party initiating the changes and any cost savings shall benefit the Party initiating the changes provided that those cost savings are applicable

to expenses that Party would otherwise have been subject to pay. When calculating the cost of changes, such calculation shall include costs to other items of work impacted by the change and/or claims arising from the change. Covington shall act as Kent's agent in negotiating change orders and/or force account work with the contractor, provided that Kent shall be given notice and an opportunity to have input and the right to reject any change order relating solely to Kent's work.

4.9 Uninterrupted Operation of Kent's Facilities. Because Kent's Facilities are a primary source of Kent's water supply, Covington acknowledges and agrees that it will not cause, nor permit to be caused, any unnecessary interruption of flows through Kent's Facilities during Project construction. Project construction shall be sequenced to the maximum extent practicable, to ensure that the water mains remain fully-functional at all times during construction of the Project. Should flow interruptions be necessary during construction, they shall be sequenced so as to only interrupt flows in one water main at a time. When flows are interrupted, Covington shall direct its contractor to work continuously to re-establish the flows in the water main, unless otherwise approved by Kent. Covington shall provide Kent 14 days advance notice for flow interruptions.

5 Project Completion; Acceptance.

- 51 Substantial Completion.** Covington shall provide Kent with written notice of substantial completion of the project work. Upon notification of substantial completion, Kent shall promptly perform a final inspection of Kent work. Within 30 calendar days of its final inspection, Kent shall provide to Covington acceptance of Kent's work, or alternatively, provide an itemized and detailed response as to why final acceptance of Kent's work cannot be given. If Kent fails to respond to Covington within said 30 calendar days of Kent's receipt of the notice of completion from Covington, Kent will be deemed to have given final acceptance of Kent's work.
- 52 Final Acceptance.** Upon final acceptance of Kent work, Covington shall be relieved of any and all responsibility and/or liability for Kent work and the condition of Kent Facilities, provided that Covington shall assign its rights under the project contract relating to Kent work to Kent, including warranty and maintenance obligations by the contractor relating to Kent work.
- 53 Record Drawings.** Covington shall provide Kent with record drawings of Kent Work (as built) in a mutually acceptable digital format within 10 days of the notice to Kent of project completion. Any revisions to the project plans shall be incorporated on to the record drawings digitally. The record drawings for water facilities and roadway/storm water facilities shall conform to Kent and City standard details for record drawings. The work described in this sub-section shall be included in any third-party consultant construction management services contract/s described in Subsection 4.3 above.

6 Joint and Cooperative Purchasing.

- 61. Contract Piggybacking.** Kent bears the sole responsibility for conducting its own due diligence to determine whether Covington has lawfully entered into a contract for purchasing and/or services according to Covington's adopted Contracting Procedures prior to placing any orders, or engaging services from a provider under Covington's contract. Due diligence includes ascertaining whether Kent's contract with an outside vendor allows Kent to piggyback.
- 62. Contracting Procedures.** Covington's Purchasing Policies and Procedures are those as adopted by City of Covington Resolution No. 10-14, effective June 8, 2010.
- 63. Piggybacking Party's Responsibilities.** If Kent, as a piggybacking Party, decides to utilize Covington's contract to purchase supplies, equipment, or services, Kent bears the sole responsibility for observing the terms of Covington's contract and assumes any liability under the terms of the contract between Covington and the vendor/service provider pertaining to the supplies, equipment, or services it obtains under that contract, thereby stepping into the shoes of Covington for all purposes for which Kent is utilizing Covington's contract.
- 64. Piggybacking Not Authorized.** This Agreement does not authorize any Party to piggyback onto any Party's Intergovernmental Agreement for State Purchasing Cooperative with the State of Washington, Department of General Administration.

7. Administration.

- 71. No Separate Entity.** The Parties agree that no separate or independent legal entity is created by this Agreement.
- 72. Joint Administration.** The Parties shall each appoint a representative to administer the terms of this Agreement, and the appointed administrators shall comprise the Joint Administrative Board. The appointed administrators, which may be amended from time to time with notice to the other Parties are:

For Covington:

Don Vondran, Public Works Director
16720 SE 271st Street, Suite 100
Covington, WA 98042
(253) 638-1110

With a copy to:

Regan Bolli, City Manager

For Kent:

Tim LaPorte, Public Works Director
400 W. Gowe Street
Kent, WA 98032

253-856-5500

With a copy to:

Suzette Cooke, Mayor
220 Fourth Avenue South
Kent, WA 98032
253-856-5700

- 7.3 Notices.** Unless otherwise provided for, notices to be provided pursuant to this Agreement shall be provided in writing to the persons indicated herein, at the addresses indicated herein. Notices shall be deemed delivered three days after placement of the notice in the U.S. Mail, first class postage pre-paid. Courtesy copies of notices may be provided via email transmission but shall not constitute delivery of written notice as set forth herein.
- 7.4 Coordination.** The Parties may schedule meetings to discuss the services being provided under this Agreement and any issues that arise. Meeting attendees shall include each Party's appointed administrator or his/her designee(s), as well as any staff who administer service requests pursuant to this Agreement. Summaries of these meetings shall be provided to the administrator for each Party.
- 7.5 Legislative Updates.** Each Party shall have discretion as to the frequency of communications with its City Council regarding services performed under this Agreement.
- 7.6 Audit of Lead Agency.** Covington shall be subject to audit by Kent upon five days advance notice. Covington shall make its records available to Kent for any service, project, cooperative purchase, or joint undertaking for which it provided services as Lead Agency. Covington shall retain all records pertaining to any service, project, cooperative purchase, or joint undertaking for a minimum period of six years. Such records shall include, but are not limited to: bid documents, contracts, change orders, work orders, contract close out records, labor timekeeping records, and financial records.

8 Term of Agreement. This Agreement shall become effective as of the date this Agreement is approved by both legislative bodies of the Parties and subsequently executed by those Parties according to each of those Parties' adopted policies and procedures. Unless terminated by all Parties pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect until December 31, 2018, or final acceptance and exchange of record drawings, whichever comes first. This Agreement may be extended by written agreement of the Parties subject to the approval of such extension by each Party's legislative body.

9 Payment. Kent shall pay for services provided pursuant to the following provisions:

- 9.1 Payments for Services.** Kent shall pay for actual direct and related indirect costs, including any overhead and administrative charges, for products/materials/equipment and services purchased or provided by Covington. All costs shall be part of the

written acceptance pursuant to Section 4 herein. Any indirect costs may be waived by Covington at its discretion.

92. Billing Statement. Covington shall submit a monthly invoice to Kent on a form agreed upon by the appointed administrators and shall contain the amount of products/materials/equipment and/or services purchased during the preceding month, along with such supporting documentation as shall be reasonably necessary to verify all amounts so invoiced. Payment shall be made by Kent each month within 30 days of receipt of the invoice.

93. Billing Disputes. In the event there is a dispute regarding the amount of money owed among the Parties, the appointed administrators of the Parties shall make every effort to resolve such dispute by mutual agreement. No dispute shall be resolved by majority vote. In the event there is no mutually agreed resolution to the dispute, the appointed administrators shall forward the dispute to each Party's City Manager/City Administrator/Mayor for resolution. In the event there is no resolution after review by the Parties' City Managers/City Administrator/Mayor, the Parties shall seek mediation through a mutually agreed mediation service, and each Party shall bear its own costs for mediation. If mediation is unsuccessful, any Party may pursue any legal remedy available from a court of competent jurisdiction. Any dispute that has gone to mediation and mediation was unsuccessful in resolving the dispute shall be grounds for any Party to terminate this Agreement for material breach.

10. Ownership of Property. Any property owned by a given Party at the time of execution of this Agreement shall remain the property of that Party. Any property jointly acquired by Parties under this Agreement shall require a separate, written agreement to specify the terms, under which said property will be acquired, the Party responsible for storage, maintenance, and insurance of said property, and all other necessary terms including disposition of said property.

11. Termination.

11.1. Termination by Notice. Any Party may terminate its participation in this Agreement by providing the other Party with 60 days advance written notice of the effective date of such termination. The Party providing such notice shall remain responsible for any costs incurred under this Agreement, including any costs to which the Party is contractually obligated under any joint undertaking that extends beyond the 60 day termination date provided in the notice of termination.

11.2. Termination by Mutual Written Agreement. This Agreement may be terminated in its entirety at any time by written agreement that is executed by both of the Parties.

11.3. Termination for Breach. Any Party may terminate its participation in this Agreement with 14 days advance written notice to the other Party for any material breach of the terms of this Agreement, provided that disputes regarding billing

statements shall be handled pursuant to Subsection 9.3 and shall not be deemed a breach of this Agreement except as set forth in Subsection 9.3.

12. Indemnification and Hold Harmless. Each Party hereto (the “Indemnifying Party”) shall hold harmless and indemnify the other Party hereto, its elected officials, officers, employees, and agents (collectively the “Indemnitees”) from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney’s fees) that result from or arise out of the acts or omissions of the indemnifying party, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of a Party in connection with or incidental to the performance or non-performance of services, duties, or obligations under this Agreement are the subject of any liability claims by a third party, each Party shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs, and expenses and for their own attorney’s fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification.

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

Waiver of Workers Compensation Immunity. It is further specifically and expressly understood and agreed that the indemnification provided herein constitutes each Party’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Parties further acknowledge that they have mutually negotiated this waiver.

13. Insurance. Covington is a member of an insurance risk pool, and, consistent with the policies established therein, Covington is insured and agrees to maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Covington, its agents, representatives, or employees. Should Kent require specific insurance coverage for a specific service request, Kent shall indicate any additional insurance specifications or standards in their written request for services pursuant to Section 4.1 herein.

14. Independent Service Provider.

14.1. Notwithstanding Subsection 4.6 herein, the Parties intend that an independent contractor relationship is created by this Agreement. In providing services under this Agreement, Covington is an independent contractor and neither it nor its officers, nor its agents nor its employees or vendors, are employees of Kent for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Covington under any applicable law, rule, or regulation. Nothing in this

Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement. As an independent contractor, Covington shall be responsible for the reporting and payment of all applicable local, state, and federal employment taxes.

- 142.** To the extent that Kent exercises control and direction over the work of Covington, such control and directions will be for purposes of achieving the results specified in the Acceptance of Services letter according to Section 4.2 herein. No agent, employee, servant, or representative of Covington shall be deemed to be an employee, agent, servant or representative of Kent for any purpose, and the employees of Covington are not entitled to any of the benefits that Kent provides for its employees. Covington shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives, performed within the authorized scope of its agents, employees, servants, subcontractors or representatives' duties during the performance of this Agreement.
- 143.** In the performance of the services herein contemplated Covington is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of Kent and shall be subject to Kent's general rights of inspection and review to secure the satisfactory completion thereof.

15. Miscellaneous.

- 151. Non-Waiver of Breach.** The failure of any Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- 152. Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subject to Subsection 9.3, if the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process.
- 153. Assignment.** This Agreement is not assignable by any Party, in whole or in part.
- 154. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless made in writing and approved by the legislative body of each city.

- 155. Compliance with Laws.** Each Party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 15.5.1. Nondiscrimination in Employment.** In the performance of this Agreement, no Party will discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; unless based upon a bona fide occupational qualification. Each Party shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 15.5.2. Nondiscrimination in Services.** No Party will discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age, or other basis prohibited by state or federal law.
- 156. Entire Agreement.** The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations, or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Any exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.
- 157. Severability.** If any section, paragraph, sentence, clause, or phrase of this Agreement is adjudicated to be invalid, such action shall not affect the validity of all other sections, paragraphs, sentences, clauses, or phrases not so adjudicated.
- 158. Interpretation.** The legal presumption that an ambiguous term of this Agreement should be interpreted against the Party who prepared the Agreement shall not apply.
- 159. No Third Party Beneficiaries.** This Agreement is between the Parties and is not meant to benefit any third party.
- 1510. Counterparts.** This Agreement may be executed in multiple counterparts, any of which shall constitute an agreement by and among the Parties who have executed this Agreement, provided that Kent shall transmit to the attention of the Covington City Clerk an original, executed signature page of this Agreement. The Covington City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Covington City website pursuant to RCW 39.34.040.

EXHIBIT A

WORK ELEMENT 19. CITY OF KENT WATER SYSTEM DESIGN

The City of Kent is relocating/replacing new water mains (3) and crossings (3) of Jenkins Creek as part of the SE 272nd Street (SR 516) project. The CONSULTANT shall coordinate with the City of Kent to determine the extent of the water main improvements, construction sequence and operational limitations during construction. The CONSULTANT shall then design the water main and associated appurtenances in conformance with the City of Kent's design standards. Specific activities will include:

Assumptions:

- Project will include federal funding and applicable funding conditions will apply
- City of Kent standards and specifications will be used where applicable
- An inter-local agreement will be executed between the City of Kent and the City of Covington
- A bid schedule will be established to capture City of Kent costs related to design and construction
- The District's improvements will lie within the impact limits established in the permitting documents for the project
- Assumes one crossing of Jenkins creek and two mains on each side of the crossing

Specific activities will include:

Work Element 19.1 Coordination

The CONSULTANT shall coordinate with City of Kent on the design of new water mains to be constructed as well as existing mains and related water facilities to be abandoned or replaced during construction. Two (2) meetings with City of Kent at three (3) hours per meeting are assumed as well as coordination via telephone, email and letter for this effort.

Deliverable(s):

- Attend Meetings
- Prepare Meeting Minutes
- Telephone Logs and Notes

Work Element 19.2 Project QA/OC

The CONSULTANT shall provide QA/QC activities, reviews and documentation. These activities will include senior engineer reviews, documentation and internal audits of project required procedures.

Deliverable(s):

- Senior Reviews and Documentation
- Submittal Reviews and Documentation
- QA/QC File Documentation and Checklists

Work Element 19.3 Concept Design & Construction Sequence

The CONSULTANT shall develop and submit concept plans level showing the conceptual horizontal and vertical layout of the proposed water main improvements in order to identify space requirements within the right-of-way. The technical memo will identify the construction sequence needed to accommodate the construction of the crossing and for water mains, including outages. The concept will be laid out on base drawings provided by the CONSULTANT.

Deliverable(s)

- Construction Sequence memo and operational limitations during construction
- Five (5) concept plan and profile view sheets

Work Element 19.4 Utility Coordination Associated with Water Main Design

The CONSULTANT will identify and document possible utility conflicts associated with water main design. After the conceptual design is completed potential utility conflicts will be identified and documented in matrix form. This matrix will be used to track the actions needed to address the conflicts, including potholing.

Deliverable(s)

- Utility Conflict Matrix
- Utility Pothole Plan
- Utility Pothole Data Table

Work Element 19.5 30% Design PS&E

Develop and submit construction plans to a 30% design level showing the conceptual horizontal and vertical layout of the proposed water main improvements in order to identify space requirements within the right-of-way. The CONSULTANT shall prepare a 30% engineer's estimate using City of Covington standard bid items to reflect the expected construction cost for the project. Specifications will not be provided for this submittal. The design will be laid out on base drawings provided by The CONSULTANT. The CONSULTANT's project manager will

perform the QA/QC review on the 30% submittal documents. The 30% construction plans shall include the following:

Deliverable(s):

- Five (5) plan and profile view sheets
- 30% water main estimate

Work Element 19.6 60% Design PS&E

Develop and submit 60% design PS&E. The 60% design PS&E will include detailed plan and profile views of the water main improvements so that any conflicts with other utilities or design elements can be determined and resolved. Connection details, as well as other construction details will be developed sufficiently to understand the construction requirements of the project. The 60% Construction Specifications will be based on the CITY's boilerplate special provisions and Kent's standard specifications. The 60% engineer's estimate will use the City of Covington's standard bid items to reflect the expected construction cost for the project. The CONSULTANT shall address all 30% review comments on the proposed water main improvements. and perform QA/QC reviews by its project manager and construction observer on the 60% submittal document. The construction observer's review will focus on constructability issues. The 60% construction plans shall include the following:

Deliverable(s):

- Five (5) detailed plan and profile sheets of the water main improvements
- Two (2) detail sheets
- 60% water main specifications
- 60% water main estimate
- 30% comment matrix

Work Element 19.7 90% Design PS&E

Develop and submit 90% design PS&E. The 90% design PS&E will include detailed plan and profile views of the water main improvements. The design elements will be cross-checked with the other street and utility improvements to eliminate the major conflicts. Minor conflicts will be addressed during the 90% quality management review. The connection details and other construction details will be sufficiently designed that potential bidders could conceivably construct the project. All references and callouts will be checked to assure continuity within the design. Comprehensive specifications will be developed that describe the elements included in each bid item, how each bid item will be measured and paid, and the material and construction requirements. The 60% construction cost projections will be refined to provide an updated projection of probable construction cost. The CONSULTANT shall address all 60% review comments on the proposed water main improvements and perform QA/QC reviews by its project manager, quality control manager, construction observer, and principal in charge on the 90% submittal document. The 90% construction plans shall include the following:

Deliverable(s):

- Five (5) detailed plan and profile sheets of the water main improvements
- Two (2) detail sheets
- 90% water main specifications
- 90% water main estimate
- 60% comment matrix

Work Element 19.8 100% Design PS&E

The CONSULTANT shall develop and submit the 100% design PS&E addressing all comments from the 90% review and should represent documents nearly ready to advertise for bids. This effort is assumed to be minor and that no design changes will have occurred after the 90% design has been completed. The CONSULTANT shall perform a final QA/QC review to ensure that all design elements have been addressed and the documents are ready to be advertised for bids by the CITY. The 100% level cost estimate for the project will be sufficiently detailed to determine a fair price for the work to be performed, and to provide a basis for evaluating contractor bids. The 100% construction plans shall include the following:

Deliverable(s):

- Five (5) detailed plan and profile sheets of the water main improvements
- Two (2) detail sheets
- 100% water main specifications
- 100% water main estimate
- 90% comment matrix

Work Element 19.9 Final Design PS&E

The CONSULTANT shall make minor revisions, as necessary, to the PS&E to incorporate the 100% review comments. The final contract plans will include all complete stamped drawings with date and signature. The contract provisions document will be complete and be ready to use during bid advertisement. The CONSULTANT shall also prepare a final engineer’s estimate of probable construction costs. This effort is assumed as a minor effort to address minor plan and specification issues. Design changes are not provided for this submittal. The CITY can use this submittal to advertise for bids from contractors. The 100% construction plans shall include the following sheets:

Deliverable(s):

- Five (5) detailed plan and profile sheets of the water main improvements
- Two (2) detail sheets
- Final water main specifications
- Final water main estimate
- 100% comment matrix

EXHIBIT B

CONSULTANT FEE SUMMARY

Project: City of Covington
SE 272nd Street (SR 516) between Jenkins Creek and 185th Place SE
Tetra Tech
Fee Estimate

Tetra Tech

DIRECT SALARY COST (DSC):				
Classification	Hours	X	Rate	Cost
1. Project QA/QC Manager	10		62.00	\$620.00
2. Project Manager/Sr. Supervising Engineer	90		69.39	\$6,245.10
3. Project Engineer/Senior Engineer	64		53.50	\$3,424.00
4. Staff Engineer	26		45.00	\$1,170.00
5. CADD / Technical Support	8		35.00	\$280.00
6. Project Administrator	28		32.81	\$918.68
7. Struct Project Manager	8		71.74	\$573.92
8. Senior Structural Engineer	0		65.00	\$0.00
9. Junior Structural Engineer	0		35.00	\$0.00
10. Structural CAD	0		35.00	\$0.00
11. Structural Administration	0		28.00	\$0.00
12. Survey Manager	0		53.00	\$0.00
13. Computations Technician	0		42.00	\$0.00
14. Survey CADD	0		30.00	\$0.00
15. Field Tech 3	0		30.00	\$0.00
16. Field Tech 2	0		25.00	\$0.00
17. Survey Admin	0		24.00	\$0.00
SUBTOTAL - DSC				234
				\$13,231.70
OVERHEAD (OH) COST (Including Salary Additives)				
OH Rate X DSC or 151.00% X \$13,231.70				\$19,979.87
FIXED FEE (FF):				
FF Rate = 30% X (\$13,231.70)				\$3,969.51
REIMBURSABLES:				
Mileage (190 Miles X 0.555/mile)			\$105.45	
Survey Mileage (0 Miles X 0.555/mile)			\$0.00	
Reprographics			\$100.00	
APS (Potholing)			\$3,500.00	
Courier			<u>\$200.00</u>	
				\$3,905.45
SUBTOTAL				\$41,086.53
SUBCONSULTANTS				
Stantec				\$96,672.93
GRAND TOTAL - ESTIMATED FEE				\$137,759.46

Prepared By: CJP

Date: 2/1/2016

Checked By: CJP

Date: 2/1/2016

EXHIBIT B
CONSULTANT FEE SUMMARY
City of Covington
SE 272nd Street (SR 516) between Jenkins Creek and 185th Place SE Tetra Tech
Fee Estimate

MAJOR TASK DESCRIPTION	Project QA/QC	Project Manager	Project Engineer	Staff Engineer	Tech. Support	Project Admin	HOURS TOTAL
19.0 City of Kent Water System Design							
19.1 Covington Water District Coordination		16	16			4	36
19.2 Project QA/QC	10	10	4			4	28
19.3 Concept Design and Construction Sequence		4	8	8	4	4	28
19.4 Utility Coordination Associated with Water Main Design		8	24	8	4	4	48
19.5 30% Design PS&E		10	2	2		2	16
19.6 60% Design PS&E		10	2	2		2	16
19.7 90% Design PS&E		10	2	2		2	16
19.8 100% Design PS&E		10	2	2		2	16
19.9 Final Design PS&E		8	2	2		2	14
19.10 Bidding Assistance		4	2			2	16
TOTAL	10	90	64	26	8	28	234

EXHIBIT B
CONSULTANT FEE SUMMARY

Project: City of Covington
SE 272nd Street (SR 516) between Jenkins Creek and 185th Place SE
Stantec
Fee Estimate

Stantec

DIRECT SALARY COST (DSC):				
Classification	Hours	X	Rate	Cost
1. Principal/Project Manager (CPS/EJW)	66		65.13	\$4,298.58
2. Senior Project Engineer QA/QC (SKS)	137		54.49	\$7,465.13
3. EIT Designer (SMA)	174		32.29	\$5,618.46
4. Sr. Eng. Technician (JEG)	162		46.69	\$7,563.78
5. CADD Technician (BLG)	46		32.11	\$1,477.06
6. Project Administrator (RCS)	22		40.87	\$899.14
SUBTOTAL - DSC	607			\$27,322.15
OVERHEAD (OH) COST (Including Salary Additives)				
OH Rate X DSC or 186.04% X \$27,322.15				\$50,830.13
FIXED FEE (FF):				
FF Rate = 30% X (\$27,322.15)				\$8,196.65
REIMBURSABLES:				
Mileage (600 Miles X 0.54/mile)			\$324.00	
Computer time			\$9,000.00	
Reprographics			\$1,000.00	
Courier			<u>\$0.00</u>	
				\$10,324.00
SUBTOTAL				\$96,672.93
SUBCONSULTANTS				
GRAND TOTAL - ESTIMATED FEE				\$96,672.93

Prepared By: Chris Schmidt - Stantec

Date: 2/1/2016

Checked By: Chris Schmidt - Stantec

Date: 2/1/2016

EXHIBIT B

CONSULTANT FEE SUMMARY

City of Covington

SE 272nd Street (SR 516) between Jenkins Creek and 185th Place SE

Stantech

Fee Estimate

MAJOR TASK DESCRIPTION	PIC/PM CPS/EJW	PE SKS	EIT SMA	Sr. Tech. JEG	CAD BLG	Admin. RCS	HOURS TOTAL	TOTAL
19.0 City of Kent Water System Design								\$ -
19.1 City Coordination	6	8	10	6			30	\$ 4,518.55
19.2 Project QA/QC	16	14	4	4			38	\$ 6,702.77
19.3 City Concept design & Construction Sequence	4	14	12	14		2	46	\$ 6,783.04
19.4 Utility Coordination Associated with Water Main Design	8	12	16	24			60	\$ 8,887.43
19.5 30% Design PS&E	4	16	34	34	20	2	110	\$ 14,353.34
19.6 60% Design PS&E	6	27	34	28	10	4	109	\$ 15,017.49
19.7 90% Design PS&E	6	21	28	20	10	4	89	\$ 12,191.46
19.8 100% Design PS&E	6	15	18	20	6	4	69	\$ 9,731.79
19.9 Final Design PS&E	6	8	16	10		4	44	\$ 6,237.75
19.10 Bidding Assistance	4	2	2	2		2	12	\$ 1,925.32
TOTAL	66	137	174	162	46	22	607	\$ 86,348.94

SUBJECT: RECEIVE TESTIMONY FROM THE PUBLIC AND CONSIDER AN ORDINANCE ESTABLISHING A NEW TITLE 19 CMC—IMPACT FEES, INCLUDING THE ADDITION OF AN IMPACT FEE DEFERRAL PROGRAM, AND CONSIDER AN AMENDMENT TO THE CITY’S FEE RESOLUTION TO INCLUDE THE COLLECTION OF AN ADMINISTRATIVE FEE FOR THE SAME

RECOMMENDED BY: Richard Hart, Director of Community Development

ATTACHMENT(S):

1. Blue Sheet for July 26, 2016, agenda item on impact fee deferral program
2. Proposed Ordinance establishing a new Title 19 CMC—Impact Fees
3. Proposed Resolution establishing an administrative fee for Impact Fee Deferral Program

PREPARED BY: Salina Lyons, Principal Planner
Kelly Thompson, Senior Permit Center Coordinator

EXPLANATION:

A. Impact Fee Deferral Program

At the July 26, 2016, regular council meeting, community development staff provided the council an overview of the new impact fee deferral program that the city is required by state law to adopt by September 1, 2016 (ESB 5923). (Attachment 1) In brief, the new state law requires the city to adopt an impact fee deferral system for the collection of impact fees for new single-family (detached and attached) residential construction. At the same regular council meeting, the council directed staff to draft the impact fee deferral ordinance to allow impact fee payment deferrals until the time of final inspection/issuance of the certificate of occupancy and to cap the amount of impact fee payment deferrals to the state minimum of twenty (20) annual deferrals per applicant.

B. New Title 19—Impact Fees

Also as previously presented by city staff, as part of the process of drafting new code provisions for the above required impact fee deferral program, city staff took the opportunity to reorganize all existing impact fee code provisions into a new Title 19—Impact Fees. (Currently, transportation impact fees are included in chapter 12.105 CMC and school impact fees are included in chapter 18.120 CMC.)

The attached proposed ordinance (Attachment 2), creates the new Title 19—Impact Fees. As noted, Title 19 represents a restructuring and reorganization of the city’s existing impact fee provisions, and includes the following code changes and updates (generally):

- New impact fee deferral program.
- Caps waivers of impact fees for low-income housing to eighty percent (80%) of the impact fees assessed for that project.
 - State statutes allow for up to an 80% waiver of impact fees for low-income housing developments without requiring the waived impact fees to be matched by the city from funds other than the impact fee funds. Any waiver amount above 80% would require the city to pay the additional amount waived above 80%.
- Clarifies that impact fees are assessed for a change of use if that change of use impacts public facilities.
- Inclusion of additional building permit types as exceptions to the collection of impact fees (i.e. building permits that do not affect or have an impact on public facilities, such as fences, decks, etc.).
- Numerous housekeeping edits to update the existing code language for clarity and accuracy.

ALTERNATIVES:

1. Recommend amendments to the proposed ordinance.
2. Return the issue to city staff for further study and analysis.

State law requires the city to adopt an impact fee deferral program by September 1, 2016. As the second council meeting in August is cancelled, council must, at a minimum, take action on adopting the impact fee deferral program. As noted, the council may alter the select policy decisions local governments may exercise regarding the new impact fee deferral program (i.e. the timing of collection of payment and the number of allowed deferrals per applicant per year); however, state law closely prescribes the remaining impact fee code provisions.

FISCAL IMPACT:

The implementation of the impact fee deferral program will cause a delay in the city's collection of transportation and school impact fees. Accordingly, staff anticipates a corresponding delay in the availability of those same funds for application towards the city's capital facilities projects.

The city may collect reasonable administrative fees to cover the costs of implementing the impact fee deferral program. Staff is proposing that the council adopt a non-refundable administrative fee of \$143 for each Impact Fee Deferral Request. (\$143 is the current billable rate for 1 hour of community development staff time.) Staff will include this new administrative fee into the next fee resolution update, and it will be subject to future increases as set forth by the council. The applicant will be responsible for all recording costs associated with the liens and the release of lien forms required by the impact fee deferral program.

The deferral of impact fees does not preclude the developer from paying administrative fees for the collection and processing of payment of impact fees, generally, as currently set forth in the fee resolution. The current administrative fee is \$70 per impact fee assessed.

CITY COUNCIL ACTION: X Ordinance Resolution X Motion Other

Council member _____ moves, Council member _____ seconds, to pass an Ordinance, in substantial form as presented, to repeal Chapter 12.110 CMC and Chapter 18.120 CMC and replace with a new Title 19 CMC—Impact Fees, which includes adoption of a new impact fee deferral program as required pursuant to ESB 5923.

Council member _____ moves, Council member _____ seconds, to adopt an amendment to Resolution No. 15-12, in substantial form as that presented, to include a non-refundable administrative fee of \$143.00 to be collected for each Impact Fee Deferral Request.

REVIEWED BY: City Manager; Community Development Director, Finance Director; City Attorney.

ATTACHMENT 1

Agenda Item 4

Covington City Council Meeting

Date: July 26, 2016

SUBJECT: DISCUSS IMPACT FEE DEFERRAL PROGRAM FOR THE DEFERRAL OF PAYMENT FOR TRANSPORTATION AND SCHOOL IMPACT FEES FOR SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL CONSTRUCTION PURSUANT TO ENGROSSED SENATE BILL (ESB) 5923.

RECOMMENDED BY: Richard Hart, Director of Community Development

ATTACHMENT(S):

None.

PREPARED BY: Salina Lyons, Principal Planner
Kelly Thompson, Senior Permit Center Coordinator

EXPLANATION:

A. What is the Impact Fee Deferral Program?

In 2015 the state legislature passed, and the governor signed into law, ESB 5923. ESB 5923 requires counties, cities, and towns to adopt an impact fee deferral system for the collection of impact fees for new single-family detached and attached residential construction. The deadline to implement a single-family impact fee deferral program is September 1, 2016.

Under the new law, counties, cities, and towns must adopt a deferral system for the collection of impact fees that, upon developer request, delays payment until the time of either:

1. Final inspection;
2. Issuance of the certificate of occupancy or equivalent certification; and/or
3. The closing of the first sale of the property

(NOTE: Payment at the time of building permit issuance is the City's current requirement.)

Additional provisions of the new law include:

- Deferral of payment for impact fees may be limited by the city to the first twenty (20) single-family residential building *permits per applicant*, annually.
 - The city may increase the number of deferrals beyond twenty per applicant annually if the city desired to do so.
 - For the purposes of this legislation, to limit the “spin-off LLC” issue, “applicant” is defined to include “an entity that controls the applicant, is controlled by the applicant, or is under common control with the applicant.”

- The amount of the impact fees that may be deferred is determined by the fees in effect at the time an applicant applies for a deferral.
- An applicant seeking a deferral must grant and record a lien against the property in favor of the municipality in the amount of the deferred impact fee.
- Municipalities may collect reasonable administrative fees from applicants seeking a deferral.
- Municipalities (and school districts) are authorized to institute foreclosure proceedings if impact fees are not paid when determined due by the city, or eighteen (18) months after issuance of the building permit, whichever occurs first.
- The city must provide data to the Department of Commerce for an annual report, beginning December 1, 2018, on the payment and collection of impact fees.
- ESB 5923 establishes the impact fee deferral system until 2022, when it would be re-evaluated by the state legislature for possible further application.

B. City Staff’s Recommendation for Covington’s Impact Fee Payment Deferral Program

In the City of Covington item 1 (final inspection) and item 2 (issuance of the certificate of occupancy) above occur at the same time for single-family dwellings. This means that essentially two options are available for the city to choose from for requiring payment of deferred impact fees:

1. Time of final inspection (this is when the City does an inspection of the single-family dwelling and approves the dwelling for occupancy); and/or
2. Time of closing of the first sale of the property.

City staff recommends the first options, a deferral program that defers the payment of impact fees until final inspection for a certificate of occupancy, for the following reasons:

- Most importantly, the city would retain more control over administration of the process, making the program far more manageable for city staff.
- The city’s permit tracking system is already set up to accommodate the tracking of payment deferrals as part of the building permit process.
- By requiring payment of deferred impact fees at the time of final occupancy, the city can operate under its current reporting system and easily coordinate the tracking of deferred units with the finance department.

City staff *does not* recommend the second option, a deferral program that defers the payment of impact fees until closing of the first sale of the property, for the following reasons:

- If deferred payments were delayed until closing, staff would be required to track down later unit sales and would also be in a position of dealing with multiple parties—buyer, seller, escrow agent, etc.—rather than just the applicant/seller.
- The city’s permit tracking system is not set up to identify when a unit is sold or when payments are made through escrow.
- Moving the deferral payment to closing may increase the finance department’s work load and would require modifications to their current system to accommodate escrow payments.
- Further, allowing the fee to be paid at closing introduces some risks to the city and school district for collection of the impact fees. If the building is not sold after it is completed, the city would trigger payment of impact fees at 18 months from issuance of the building permit. If the fees are not paid, the only enforcement option the city will have is to send the matter to collections or foreclosure proceedings. The city would then become a lien holder on the single-family dwelling, which is not an ideal situation. Further, if legal action had to be taken, it would put additional strain upon the city’s finance department for tracking and collecting payments.

C. How Will the Impact Fee Deferral Program Work in Covington?

An applicant will be required to fill out an Impact Fee Deferral Request form and pay a non-refundable administration fee to cover staff’s time to process the request and prepare the previously noted liens for recording against the property. If the applicant has not exceeded their twenty annual deferrals, city staff will prepare the lien against the property in the amount of the deferred impact fees and the applicant will be required to file the lien against the property. If the applicant has exceeded their twenty annual deferrals, city staff will deny their application and the applicant will be required to pay all impact fees at the time of building permit issuance.

For approved payment deferrals, prior to the city’s final inspection and issuance of the certificate of occupancy, an applicant will be required to pay the deferred impact fees and remove the lien from the property. Once the applicant pays the impact fees (and associated administrative fees), and provides proof the lien has been removed, the city will complete the final inspection and issue the certificate of occupancy. At that time, the dwelling unit is authorized for occupancy. Temporary certificates of occupancy will *not* be issued when impact fees are deferred—an applicant will be required to complete their project and obtain final occupancy if they utilize the impact fee deferral program.

D. Creation of New Title 19 CMC for Impact Fees

As part of the impact fee deferral ordinance process, staff is reorganizing the current impact fee chapters in the Covington Municipal Code into a single new title for all impact fees—a new Title

19 CMC (currently, transportation impact fees are in Title 12 and school impact fees are in Title 18). The new impact fee payment deferral program will be included as part of the ordinance for adoption of the new Title 19.

Because state statutes closely governs and dictates how the city may assess and collect impact fees, the new Title 19 serves primarily as a tool to restructure the same CMC provisions that currently govern the city's collection of impact fees. However, in addition to restructuring and reorganizing the city's current impact fee regulations for easier interpretation and implementation, staff will be presenting some recommended additions and changes to the current CMC, including:

- Assessment of impact fees for a change of use if the change of use impacts public facilities (the city currently does not assess impact fees upon change of use).
- Capping waivers of impact fees for low-income housing to eighty percent (80%) of the impact fees assessed for that project. State statutes allow for up to an 80% waiver of impact fees for low-income housing developments without requiring the waived impact fees to be matched by the city from funds other than the impact fee funds. Any waiver amount above 80% would require the city to pay the additional amount waived above 80%.
- Housekeeping updates to the type of building permits excluded from the assessment of impact fees (i.e. building permits that do not affect public facilities, such as for fences, decks, etc.)

E. Next Steps

Staff is working on completing the draft ordinance to adopt a new Title 19, Impact Fees (including the impact fee payment deferral program). A public hearing on the city's proposed impact fee payment deferral program and new Title 19 is scheduled to be held at the August 9, 2016, regular council meeting, which will be followed by council discussion and consideration of the proposed ordinance. Accordingly, the proposed ordinance to adopt a new Title 19, Impact fees (including the impact fee payment deferral program) will be included in the August 9, 2016 council packet.

ALTERNATIVES:

1. Return the issue to city staff for further study and analysis.

Implementation of the impact fee payment deferral program is required by state law. While there are a few areas of flexibility to the code provisions governing the city's specific impact fee payment deferral program (e.g. deferral of impact fees could be extended to the time of unit sale vs. time of final inspection; the city could increase the annual number of deferrals per applicant beyond twenty) the majority of the deferral program provisions, and the forthcoming proposed ordinance, follow state law requirements.

FISCAL IMPACT:

The implementation of the impact fee deferral program will cause the collection of transportation and school impact fees to be delayed beyond their current collection timeframes. Accordingly, there could be the same delay in the availability of said funds for corresponding capital improvement programs.

The state legislation provides that local governments may collect reasonable administrative fees to cover the costs of implementing the deferral program. Staff is proposing that the council adopt a \$143 Impact Fee Deferral Request non-refundable administrative fee to be assessed per request. The fee will be incorporated into the next fee resolution update and will be subject to increases as set forth by the council. (Note: \$143 is the current billable rate for 1 hour of community development staff time.)

The applicant will be responsible for all recording costs associated with the liens and the release of lien forms required for the impact fee deferral program.

The deferral of impact fees does not preclude the developer from paying additional administrative fees for the collection and processing of the actual payment of impact fees as currently set forth in the city's fee resolution. The current fee is \$70 per impact fee (transportation and schools).

As proposed, full cost-recovery for implementing the deferral program will be achieved through the applicable administrative fees and recording costs borne by the applicant.

CITY COUNCIL ACTION: ___Ordinance ___Resolution ___Motion XOther

Discussion item only.

REVIEWED BY: City Manager, Community Development Director, Finance Director,
City Attorney.

ORDINANCE NO. 16-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ESTABLISHING A NEW TITLE 19 OF THE COVINGTON MUNICIPAL CODE ENTITLED, “IMPACT FEES”; REPEALING CHAPTERS 12.105 AND 18.120 CMC; AMENDING AND ADDING DEFINITIONS TO CHAPTER 18.20 CMC RELATED TO THE SAME; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, Chapter 36.70A RCW and Chapter 82.02 RCW (the “Act”), which authorizes the collection of impact fees on development activity to provide public facilities to serve new development; and

WHEREAS, the City of Covington (the “City”), has adopted code provisions governing the assessment and collection of impact fees for transportation in chapter 12.105 of the Covington municipal Code (CMC), and for schools in chapter 18.120 CMC; and

WHEREAS, in the 2015 legislative session, the state legislature enacted ESB 5923, which requires cities, towns, and counties to adopt a deferral system for the collection of impact fees for new single-family detached and attached residential construction; and

WHEREAS, the deadline for cities, towns, and counties to implement an impact fee deferral system by September 1, 2016; and

WHEREAS, the City desires to restructure and combine all existing CMC chapters and future impact fee code provisions, including a new deferral system, into one new Title 19 CMC, to be entitled “Impact Fees”, for ease of review and application; and

WHEREAS, in addition to restructuring and reorganizing existing CMC impact fee chapters into the new Title 19 CMC, city staff has identified additional housekeeping edits needed to update existing impact fee code provisions for consistency and clarity, all of which are incorporated into the new Title 19 CMC; and

WHEREAS, as a result of adopting the new Title 19 CMC, city staff have also identified several amendments and additions needed in chapter 18.20 CMC, “Technical Terms and Land Use Definitions”, to correspond with the new Title 19 CMC; and

WHEREAS, the City’s SEPA Responsible Official for the City determined that adoption of this ordinance is categorically exempt as a procedural action under WAC 197-11-800(19);

WHEREAS, upon providing appropriate public notice, the Covington City Council conducted a public hearing on August 9, 2016, to receive testimony regarding the proposed new Title 19 CMC, Impact Fees, which includes the addition of the state required impact fee deferral program;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Title 19 CMC, Impact Fees, Established. A new Title 19 of the Covington Municipal Code (CMC), entitled “Impact Fees”, is hereby established in its entirety as set forth in Exhibit A, attached hereto and incorporated fully herein by this reference.

Section 2. Chapter 12.105 CMC, Transportation Impact Fees, Repealed. Chapter 12.105 CMC, “Transportation Impact Fees”, as adopted by Ordinance No. 38-02 and all amendments thereafter, is hereby repealed in its entirety and replaced by Title 19 CMC established in Section 1 of this ordinance. All references in the CMC to Chapter 12.105 shall hereby be amended to reference Title 19 CMC.

Section 3. Chapter 18.120 CMC, School Impact Fees, Repealed. Chapter 18.120 CMC, “School Impact Fees”, as adopted by Ordinance No. 42-02 and all amendments thereafter, is hereby repealed in its entirety and replaced by Title 19 CMC established in Section 1 of this ordinance. All references in the CMC to chapter 18.120 shall hereby be amended to reference Title 19 CMC.

Section 4. CMC 18.20.170 Amended. Section 18.20.170 CMC, “Capital facilities plan, school” is hereby amended as follows:

18.20.170 Capital facilities plan, school.

“Capital facilities plan, school” means a district’s facilities plan adopted by the Kent School District school ~~board consisting of~~board.:

- ~~(1) A forecast of future needs for school facilities based on the district’s enrollment projections;~~
- ~~(2) The long range construction and capital improvements projects of the district;~~
- ~~(3) The schools under construction or expansion;~~
- ~~(4) The proposed locations and capacities of expanded or new school facilities;~~
- ~~(5) At least a six year financing plan component, updated as necessary to maintain at least a six year forecast period, for financing needed school facilities within projected funding levels, and identifying sources of financing for such purposes, including bond issues authorized by the voters and projected bond issues not yet authorized by the voters;~~
- ~~(6) Any other long range projects planned by the district;~~
- ~~(7) The current capacity of the district’s school facilities based on the districts adopted standard of service, and a plan to eliminate existing deficiencies, if any, without the use of impact fees; and~~
- ~~(8) An inventory showing the location and capacity of existing school facilities.~~

Section 5. CMC 18.20.171 Adopted. A new section 18.20.171 CMC, “Capital facilities plan, transportation”, is hereby adopted as follows:

18.20.171 Capital Facilities plan, transportation

“Capital facilities plan, transportation” means the transportation capital facilities plan adopted by the city of Covington’s comprehensive plan.

Section 6. CMC 18.20.912 Adopted. A new section 18.20.912 CMC, “Proportionate share”, is hereby adopted as follows:

18.20.912 Proportionate share

“Proportionate share” means that portion of the cost of public facility improvements and facilities that are reasonably related to the service demands and needs of new development.

Section 7. CMC 18.20.1268.5 Adopted. A new section 18.20.1268.5 CMC, “System Improvements”, is hereby adopted as follows:

18.20.1268.5 System Improvements

“System improvements” means public facilities that are included in the City’s capital facilities plan and are designed to provide service to service areas within the City, in contrast to project improvements.

Section 8. Savings Clause. The repeal of any section of Chapter 12.105 CMC and/or Chapter 18.120 CMC, or amendment to chapter 18.20 CMC, pursuant to this ordinance shall not affect any right or duty accrued or any proceeding commenced under the provisions of such repealed sections which were in existence on the effective date of the repealed CMC chapters herein.

Section 9. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 10. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 11. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after the date of publication. A summary of this ordinance in the form of the ordinance title may be published in lieu of publishing the ordinance in its entirety.

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SIGNATURES TO APPEAR ON THE NEXT PAGE]

PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof on the 9th day of August, 2016, and signed in authentication of its passage.

Mayor Jeff Wagner

PUBLISHED:
EFFECTIVE:

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer
City Attorney

**TITLE 19
IMPACT FEES**

- 19.10 GENERAL PROVISIONS**
- 19.20 IMPOSITION OF FEES**
- 19.30 TRANSPORTATION IMPACT FEES**
- 19.50 SCHOOL IMPACT FEES**

**CHAPTER 19.10
GENERAL PROVISIONS**

- 19.10.010 Purpose.**
- 19.10.020 Authority.**
- 19.10.030 Definitions.**
- 19.10.040 Relationship to SEPA authority.**

19.10.010 Purpose.

The purpose of this title is to implement the Capital Facilities Element of the Covington Comprehensive Plan and the policies and requirements of the Growth Management Act by:

- (1) Ensuring that adequate public facilities are available to serve new development;
- (2) Maintaining a high quality of life in Covington by requiring that new development bear a proportionate share of the cost of capital facilities necessary to support planned land uses and does not decrease the level of service available to existing residents and businesses;
- (3) Allowing recovery of the cost of completed public facilities to the extent that new growth is served by those facilities; and
- (4) Ensure fair collection and administration of such impact fees.

19.10.020 Authority.

This title is enacted pursuant to the City’s police powers, the Growth Management Act as codified in Chapter 36.70A RCW (“the Act”), and the impact fee statutes as codified in RCW 82.02.050 through 82.02.100. The provisions of this title shall be liberally construed in order to carry out the purposes of the city council in providing for the assessment of impact fees.

19.10.030 Definitions.

Except for as provided herein, and unless the context clearly requires otherwise, the words and terms in this title shall have the ascribed meaning as provided for in chapter 18.20 CMC. Words and terms otherwise not defined in chapter 18.20 CMC shall be defined pursuant to RCW 82.02.090, or given their

usual and customary meaning.

(1) For the purposes of this title, these words and terms shall have the following meaning:

- (a) "Applicant" is any person, collection of persons, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation obtaining a building permit. "Applicant" includes an applicant and owner for the purpose of the impact fee deferral program pursuant to Title 19.
- (b) "Department" means both and either the City of Covington Community Development department and/or the City of Covington Public Works department.
- (c) "Director" means both and either the City of Covington Community Development Director and/or the City of Covington Public Works Director, or each of their respective designees.
- (d) "Feepayer" is a person, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation commencing a development activity which creates the demand for additional system improvements and which requires the issuance of a permit for a given development activity. "Feepayer" includes an applicant for a transportation impact fee credit.
- (e) "Low-income housing" means housing with a monthly housing expense, that is no greater than thirty percent (30%) of eighty percent (80%) of the median family income adjusted for family size, for the county where the project is located, as reported by the United States Department of Housing and Urban Development, in accordance with RCW 82.02.060.

19.10.040 Relationship to SEPA authority.

Nothing in this title shall preclude the City from also requiring the applicant for a land use or building permit, or a change in use if no building permit is required, to mitigate adverse environmental impacts of a specific development pursuant to the State Environmental Policy Act, Chapter 43.21C RCW, based on the environmental documents accompanying the underlying development approval process, and/or Chapter 58.17 RCW, governing plats and subdivisions; provided, that the exercise of this authority is consistent with the provisions of RCW 82.02.050.

**CHAPTER 19.20
IMPOSITION OF IMPACT FEES**

19.20.010	Application.
19.20.020	Impact fee program elements.
19.20.030	Service area.
19.20.040	Imposition of impact fees.
19.20.050	Fee calculations; payment.
19.20.060	Exclusions.
19.20.070	Deferral of impact fee payment.
19.20.080	Low-income housing exemption.
19.20.090	Credits.
19.20.100	Independent fee calculation.
19.20.110	Adjustment of fees.
19.20.120	Refunds.
19.20.130	Payments under protest; appeals.
19.20.140	Impact fee accounts; reporting.

19.20.010 Application.

This chapter shall apply to all impact fees imposed under this title.

19.20.020 Impact fee program elements.

- (1) The City shall impose impact fees on every development activity in the city for which an impact fee schedule has been established.
- (2) Any impact fee imposed shall be reasonably related to the impact caused by the development and shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development. The impact fee formula shall account in the fee calculation for future revenues the City will receive from the development.
- (3) The impact fee shall be based on the capital facilities element adopted by the City as part of the City's comprehensive plan.

19.20.030 Service area.

- (1) Generally. Except as provided for herein, the City of Covington is hereby established as the service area for impact fees under this title, including all property located within the corporate limits of the City.
- (2) School impact fees. For purposes of the school impact fees established in chapter 19.40 CMC of this title, all land within the boundaries of the Kent School District shall be considered a single service area and the City shall impose impact fees within that portion of the Kent School District lying within City corporate limits.

- (3) The scope of the service areas identified in this section is hereby found to be reasonable, established on the basis of sound planning and engineering principles, and consistent with RCW 82.02.060.

19.20.040 Imposition of impact fees.

- (1) The City shall collect applicable impact fees adopted under this title from any feepayer seeking development permits or plat or other land use approval from the City where such development activity requires the recording of a residential subdivision, issuance of a building permit, or approval for a change in use, except for as provided otherwise in this title. This shall include, but is not limited to, the development of residential, commercial, retail, office, and industrial land, and includes the expansion of existing uses that creates a demand for additional system improvements as well as a change in existing use that creates a demand for additional system improvements.
- (2) For a change in use of an existing building or dwelling unit, including any alteration, expansion, replacement or new accessory building that generates additional impact, the impact fee shall be the applicable impact fee for the land use category of the new use, less any impact fee previously paid for the land use category of the prior use. If no impact fee was paid for the prior use, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate of the current use.
- (3) The impact fees assessed for developments containing more than one type of use shall be calculated separately for each type of use pursuant to this title and the City's current fee resolution.
- (4) Development activities that have been allowed credits pursuant to CMC 19.20.XXX prior to the submittal of the complete building permit application or an application for a permit for a change in land use shall submit, along with the complete permit application, a copy of the letter issued by the Director pursuant to CMC 19.20.XXX setting forth the dollar amount and basis of the approved credit. The net impact fees, as determined after the reduction of appropriate credits, shall be collected from the feepayer in accordance with this section.

19.20.050 Fee calculations; payment.

- (5) A preliminary impact fee assessment will be provided by the Department during the review and approval of a given development activity, typically a building permit application or a permit for a change in land use.
- (6) A final impact fee assessment, based upon the impact fee rate in effect as of the date the actual permit is issued, shall be made by the Department, and the fee(s) shall be due and payable in full at the time of issuance of the permit.
- (7) All feepayers shall be required to pay an administrative fee for each impact fee collected at the rate set forth for each in the City's current fee schedule.
- (8) Failure to pay the impact fees assessed for a given development activity at the time that such impact fees are due and payable shall result in denial of the underlying permit for which the feepayer has

applied, except for as provided in CMC 19.20.XXX.

19.20.060 Exclusions.

- (1) The following development activities and building permit applications do not create additional impact public facilities and are excluded from the imposition of impact fees adopted under this title. (Additional exceptions from individual impact fees can be found in chapters 19.30 and 19.40 of this title):
 - (a) Shelters or dwelling units for temporary placement, which provide housing to persons on a temporary basis as defined in CMC 18.20.220.
 - (b) Reconstruction, remodeling, alteration, or replacement of existing legally established single-family or multi-family dwelling unit(s) that does not result in the creation of additional dwelling units or a change of use.
 - (c) Reconstruction, remodeling, alteration, or replacement of an existing legally established nonresidential building that does not expand the usable space.
 - (d) Replacement of a structure with a new structure of the same gross floor area at the same site or lot when such replacement occurs within one (1) year of the demolition or destruction of the prior structure; provided that there is no change in use.
 - (e) A legal accessory dwelling unit approved under CMC 18.20.350 and 18.25.030(7), as it is considered part of the single-family use associated with this title.
 - (f) Any development activity that is exempt from the payment of an impact fee pursuant to RCW 82.02.100 due to full mitigation of the same system improvement under the State Environmental Policy Act.
 - (g) Mobile homes permitted as temporary dwellings pursuant to CMC 18.85.170.
 - (h) Miscellaneous site improvements that do not affect the use of the property or the primary structure, including, but not limited to, fences, retaining walls, swimming pools, mechanical units, and signs. Determination of the building and land use permits that qualify for exclusion under this subsection shall be at the sole discretion of the Community Development Director, or his/her designee, and shall be final.
 - (i) Demolition or moving of a structure.
- (2) The Director shall be authorized to determine whether a particular development activity falls within an exemption identified in this section or under other applicable law. Determinations of the Director shall be in writing and shall be subject to the appeals procedures set forth in CMC 14.30.XXX.

19.20.070 Deferral of impact fee payment.

At any time prior to building permit issuance, and pursuant to the requirements of this section, an applicant for a single-family attached or detached dwelling unit may request to defer payment of impact fees assessed on such dwelling unit until final inspection.

- (1) The applicant shall submit a deferred impact fee application, provided by the City, that shall include the following information, as applicable:
 - (a) the applicant's corporate identity and contractor registration number;
 - (b) the full names of all legal owners of the property upon which the development activity allowed by the building permit is to occur;
 - (c) the legal description of the property upon which the development activity allowed by the building permit is to occur;
 - (d) the tax parcel identification number of the property upon which the development activity allowed by the building permit is to occur; and
 - (e) the address of the property upon which the development activity allowed by the building permit is to occur.
 - (f) All applications shall be accompanied by payment of an administrative fee according to the City's current fee resolution.
- (2) The impact fee amount due under any request to defer payment of impact fees shall be based on the schedule in effect at the time the applicant provides the City with the information required in subsection (1) of this section.
- (3) Prior to the issuance of a building permit that is the subject of a request for a deferred payment of impact fees, all applicants and/or legal owners of the property upon which the development activity allowed by the building permit is to occur must sign a deferred impact fee payment lien in a form acceptable to the City.
 - (a) The deferred impact fee payment lien shall be recorded against the property subject to the building permit and be granted in favor of the City in the amount of the deferred impact fee. Any such lien shall be junior and subordinate only to one mortgage for the purpose of construction upon the same real property subject to the building permit.
 - (b) In addition to the administrative fee required in subsection (1) of this section, the applicant shall pay to the City the fees necessary for recording the lien agreement with the King County recorder.
- (4) The City shall not approve a final inspection until the impact fees identified in the deferred impact fee payment lien are paid in full.

- (5) In no case shall payment of the impact fee be deferred for a period of more than eighteen (18) months from the date of building permit issuance.
- (6) Upon receipt of final payment of the deferred impact fee as identified in the deferred impact fee payment lien, the City shall execute a release of lien for the property. The property owner shall be responsible, at their own expense, to record the lien release.
- (7) In the event that the deferred impact fee is not paid within the time provided in this section, the City shall institute foreclosure proceedings under the process set forth in Chapter 61.12 RCW.
- (8) An applicant is entitled to defer impact fees pursuant to this section for no more than twenty (20) single-family dwelling unit building permits per year in the city.

19.20.080 Low-income housing exemption.

Pursuant to RCW 82.02.060, any feepayer intending to develop low-income housing projects developed or owned by public housing agencies, or private nonprofit housing feepayers, may request to be exempt from up to eighty percent (80%) of the impact fees imposed on the low-income housing units to be developed, subject to the following:

- (1) The feepayer shall be responsible for providing documentation to the City that their project qualifies for a low-income housing impact fee exemption pursuant to this section.
- (2) Any claim or request for a waiver under this section shall be made no later than the time of issuance of a building permit. If a building permit is not required for the development activity, the claim shall be made when the impact fees are tendered. Any claim not made when required by this section shall be deemed waived.
- (3) Except for as provided otherwise in this title, the determination to grant or deny an exemption from impact fees under this section shall be in the sole discretion of the city council after consideration in an open public meeting of the following criteria:
 - (a) public benefit of the specific project;
 - (b) the hardship to the project of the impact fees;
 - (c) the impacts of the project; and
 - (d) any other factors deemed relevant by the city council.
- (4) As a condition of receiving an exemption under this section, the owner shall execute and record in King County's real property title records a City-drafted lien, covenant, or other contractual provision against the property that provides that the proposed housing unit or development will continue to be used for low-income housing and remain affordable to those households under the regulations of the

U.S. Department of Housing and Urban Development.

- (a) The term of this lien, covenant, or contractual provision shall be ten (10) years for individual owners and fifteen (15) years for private and private nonprofit applicants/builders.
- (b) The lien, covenant, or other contractual provision shall run with the land and apply to subsequent owners and assigns.
- (c) In the event that the housing unit(s) is no longer used for low-income housing during the term of the lien, covenant, or contractual provision, the owner shall be required to promptly pay to the City all impact fees owed for the property according to the current fee resolution at the time of payment.

19.20.090 Credits.

- (1) A feepayer may request that a credit or credits for the value of system improvements, including dedications of land, improvements, and/or construction provided by the feepayer, be applied toward assessed impact fees.
 - (a) Any claim for credit must be made no later than fourteen (14) calendar days after the submission of an application for a building permit or an application for a permit for a change in use. The failure to timely file such a claim shall constitute a final bar to later request any such credit.
 - (b) Requests for a credit shall be made in writing and on the applicable City form, if provided.
 - (c) Each request for a credit or credits shall include, at a minimum, a legal description of the dedicated land and/or a detailed description of the improvements or construction provided, and a legal description or other adequate description of the development to which the credit will be applied.
- (2) For each request for a credit or credits, the Director shall determine the value of the dedicated land, improvements, and/ or construction on a case-by-case basis.
 - (a) If appropriate, the Director may select an appraiser from a list of independent appraisers. The appraiser shall be directed to determine the value of the dedicated land, improvements, or construction provided by the developer for the City.
 - (b) The developer shall pay for the cost of an appraisal conducted by the Department pursuant to this subsection, including time for review by City staff. An estimate of the appraisal and review costs will be prepared by the Department, and the feepayer shall pay the estimated costs prior to commencement of the appraisal and review. If the final cost of the appraisal and review is in excess of the initial estimate and payment, any difference will be due prior to the issuance of a letter or certificate from the Director. If the final cost of the appraisal and review is less than the initial estimate and payment, the Department shall give a refund for the difference.

- (3) In the event that that feepayer disagrees with the Director's valuation of land, improvements, or construction provided under subsection (2) of this section, the feepayer may submit a valuation for the Director's consideration.
- (a) The appraiser (or review engineer) used by the feepayer must be qualified, licensed, and shall not have a fiduciary or personal interest in the property being appraised. A description of the appraiser's certification shall be included with the appraisal, and the appraiser shall certify that he/she does not have a fiduciary or personal interest in the property being appraised.
 - (b) Appraisals and/or engineering valuations submitted by the feepayer shall be subject to review by the Director and, at the Director's discretion, an independent review appraiser/engineer selected by the Director. The feepayer shall pay for the actual costs for the appraisal/valuation and the independent review pursuant to subsection (2)(b) of this section.
- (4) A credit will be given only if the land, improvements, and/or the facility constructed are:
- (a) Included within the capital facilities plan or would serve the goals and objectives of the capital facilities plan; and
 - (b) Are at suitable sites and constructed at acceptable quality as determined by the Director; and
 - (c) Serve to offset impacts of the feepayer's development activity; and
 - (d) Are for one or more of the projects listed as the basis for calculating the respective impact fee.
 - (e) No credit shall be given for project improvements required of the development by City code and/or SEPA; only dedications in excess of those required by law are eligible for credit.
- (5) The Director shall determine if requests for credits meet the criteria of this section, or under other applicable law.
- (a) Nothing herein shall be interpreted to limit the discretion of the Director to decline to accept any proposed dedication.
 - (b) In no event shall the credit exceed the amount of the impact fees due. If the total value of any credit for such dedication, improvement, or construction costs exceeds the amount of the applicable impact fee assessment, the feepayer will not be entitled to reimbursement of the difference.
 - (c) If credit is awarded, the Director shall provide the feepayer with a letter setting forth the dollar amount of any credit, the reason for the credit, the legal description of the real property dedicated where applicable, and the legal description or other adequate description of the project or development to which the credit may be applied. The feepayer must sign and date a duplicate copy of such letter indicating his/her agreement to the terms of the letter and return such signed

document to the Director before the Department will apply the impact fee credit. The failure of the feepayer to sign, date, and return such document within (sixty) 60 calendar days of the Director's issuance of the letter shall nullify the credit.

(d) If credit is denied, the Director shall provide the feepayer with a letter setting forth the reasons for denial.

(6) Determinations made by the Director pursuant to this section shall be subject to the appeal procedures set forth in CMC 14.30.XXX.

19.20.100 Independent fee calculation.

(1) As an alternative to the payment of impact fees as provided in the schedules set forth in this title, if, in the judgment of the Director, none of the fee categories or fee amounts set forth in this title accurately describes or captures the impacts of a new development, the Department may conduct independent fee calculations and the Director may impose alternative impact fees on a specific development based on those calculations.

(2) A feepayer may also request that assessed impact fees on the proposed development be calculated according to an independent fee calculation study submitted by the feepayer and approved by the Department as provided in this section. A feepayer may submit an independent fee calculation study for one or more impact fees and use the impact fee schedules in this title for one or more impact fees.

(3) All independent fee calculation studies by a feepayer shall be submitted to the Department for review and approval. The study shall be accompanied by the administrative fee required for conducting the review, as set forth in the current fee schedule, or billed by the hour at the current hourly rate for Department staff time if no corresponding fee is included in the fee schedule. The independent fee calculation study shall meet the following standards:

(a) The study shall follow accepted impact fee assessment practices and methodologies.

(b) The study shall use acceptable data sources, and the data shall be comparable with the uses and intensities proposed for the proposed development activity.

(c) The study shall comply with applicable state laws governing impact fees, including but not limited to RCW 82.02.060, or its successor.

(d) The study, including any data collection and analysis, shall be prepared and documented by professionals qualified in their respective fields.

(e) The study shall show the basis upon which the independent fee calculation was made.

(4) Director's determination.

(a) There is a rebuttable presumption that the methodologies and rates set for the impact fees imposed by this title are valid.

- (b) The Director shall consider the documentation submitted by the feepayer, but is not required to accept such documentation or analysis which the Director reasonably deems to be inapplicable, inaccurate, or not reliable.
 - (c) The Director may require the feepayer to submit additional or different documentation for consideration.
 - (d) The Director is authorized to adjust the impact fees on a case-by-case basis based on the independent fee calculation, the specific characteristics of the development, and/or principles of fairness.
 - (e) The Director's determination regarding the fees or alternative fees, and any associated calculations, shall be provided to the feepayer in writing.
- (5) Determinations made by the Director pursuant to this section shall be subject to the appeals procedures set forth in CMC 14.30.XXX.

19.20.110 Adjustment of fees.

- (1) Impact fees may be adjusted by the City if one of the following circumstances exists and only if any applicable discount set forth in the applicable fee formula fails to adjust for the error in the calculation or fails to ameliorate for the unfairness of the fee:
 - (a) The feepayer demonstrates that the impact fee assessment was incorrectly calculated; or
 - (b) Unusual circumstances identified by the feepayer demonstrate that if the standard impact fee were applied it would be unfair or unjust.
- (2) Request for adjustment.
 - (a) Any request by a feepayer for an adjustment pursuant to this section shall be provided to the Department in writing. The feepayer shall pay an administrative fee as set forth in the City's current fee schedule for an individually determined impact fee.
 - (b) A feepayer may provide studies and data to demonstrate that any particular factor used by the City may not appropriately apply to the development proposal; provided that the City's data shall be presumed valid unless clearly demonstrated to be otherwise by the feepayer.
- (3) Director's Determination.
 - (a) The Director shall be authorized to determine whether any adjustment of impact fees shall be awarded pursuant to this section.

- (b) There is a rebuttable presumption that the individual impact fee rate calculations adopted pursuant to this title are valid.
 - (c) The Director shall consider the documentation submitted by the feepayer, but is not required to accept such documentation or analysis which the Director reasonably deems to be inapplicable, inaccurate or not reliable.
 - (d) The Director may require the feepayer to submit additional or different documentation for consideration.
 - (e) The Director is authorized to adjust the impact fees on a case-by-case basis based on the specific characteristics of the development and/or principles of fairness.
 - (f) The Director's final determination shall be made in writing and must set forth the reasons for the decision.
- (4) For requests to adjust a transportation impact fee assessed pursuant to chapter 19.30 CMC, specifically, the Director shall consider the following sources of information:
- (a) The Institute of Transportation Engineers (ITE) Trip Generation User's Guide, latest edition.
 - (b) If the feepayer proposes a trip generation rate other than that set forth in the ITE Trip Generation User's Guide, latest edition, the feepayer shall provide supporting studies or data for a minimum of three comparison sites, at the same level of detail as would be necessary for the data to be accepted by ITE for inclusion in its database for trip generation.
 - (c) Any other data or studies submitted by a qualified transportation professional affiliated with the Institute of Transportation Engineers or a professional engineer licensed by the State of Washington.
- (5) Determinations made by the Director pursuant to this section shall be subject to the appeals procedures set forth in CMC 14.30.XXX.

19.20.120 Refunds.

- (1) The City shall, in accordance with RCW 82.02.080:
- (a) Refund to the current owners of property on which an impact fee has been paid any impact fees paid with respect to such property that has not been expended or encumbered for public facilities of the type of which such impact fees were collected within the time frame required under RCW 82.02.080.
 - (b) Refund to the current owner of property on which an impact fee has been paid all impact fees paid with respect to such property if the development activity for which the impact fee was

imposed did not occur and no impact has resulted.

- (c) Refund all unexpended or unencumbered funds, including interest earned, when the City seeks to terminate any or all impact fee requirements.
- (2) If some, but not all, of the development activity for which the impact fee was imposed occurred, the impact will be deemed to have occurred, and no refund will be payable; provided, however, that the property on which the impact fee was paid shall be eligible to receive a credit toward any subsequent development activity on the property up to the full amount of the payment.
- (3) Owners seeking a refund of impact fees must submit a written request for a refund of impact fees to the Director or designee within one (1) year of the date the right to claim the refund arises, which, for purposes of refund claims authorized pursuant to subsection (1)(b) of this section only, shall be the date of voluntary or involuntary abandonment of the permit, or the date that notice is given, whichever occurs later.
- (4) Any impact fees not expended within the time limitations, and for which no application for a refund has been made within the one-year claim period, shall be retained and expended on system improvements for which such impact fees were initially collected, without further limitation as to the time of expenditure.
- (5) The interest due on the refund of impact fees as required by RCW 82.02.080, or its successor, shall be calculated according to the average rate received by the City on invested funds throughout the period during which the impact fees were retained.

19.20.130 Payments under protest; appeals.

- (1) The determination of the Director or designee regarding the applicability of an impact fee to a given development activity within the service area shall be final; however, a feepayer may pay an impact fee imposed pursuant to this title under protest in order to obtain a permit and, after such payment, file an appeal regarding the amount of the impact fee or a determination made pursuant to this title to the Hearing Examiner pursuant to the procedures for Type II decisions under CMC 14.30.XXX.
- (2) Appeals regarding the amount of the impact fee imposed on any development activity may only be filed by the applicant of the development activity, pursuant to chapter 14.45 CMC.
- (3) In addition to specific appeal procedures outlined in this title, any decision made by the Department in the course of administering this title may be appealed in accordance with the procedures for appealing the underlying permit and shall not be required to pursue a separate appeal process. This shall include the requirement to pay impact fees.

19.20.140 Impact fee accounts; reporting.

- (1) The City of Covington Finance Department shall earmark all impact fees collected under this title as to the person paying them, the date paid, and the type of impact fee paid. The Finance Department shall

promptly deposit all fees collected in appropriate special interest-bearing accounts. A separate account shall be established for each type of impact fee. All interest shall be retained in the account and expended for the purposes for which the impact fee was imposed. While maintaining fees in separate accounts, pooled investments may be used.

- (2) Funds withdrawn from the impact fee accounts must be used in accordance with the provisions of this title and applicable state law.
- (3) On an annual basis, the finance director shall provide a report to the city council on the impact fee accounts showing the source and amount of all moneys collected, earned, or received, and the public improvements that were financed in whole or in part by impact fees.
- (4) Impact fees shall be expended or encumbered for a permissible use within ten (10) years of receipt, unless the city council identifies in written findings that there exists an extraordinary and compelling reason for impact fees to be held longer than (10) ten years. Under such circumstances, the council shall establish the period of time within which the impact fees shall be expended or encumbered.

**CHAPTER 19.30
TRANSPORTATION IMPACT FEE**

- 19.30.010 Purpose.**
- 19.30.020 Application.**
- 19.30.030 Administrative guidelines.**
- 19.30.040 Exemptions.**
- 19.30.050 Assessment of fee.**
- 19.30.060 Rate methodology; fee schedule.**
- 19.30.070 Use of funds.**
- 19.30.080 Relationship to concurrency.**

19.30.010 Purpose.

The purpose of this chapter is to:

- (1) Develop a program consistent with the City’s comprehensive plan for joint public and private financing of public streets and roads (“transportation facilities”) consistent with the capital facilities plan of the City of Covington comprehensive plan, as such transportation facilities are necessitated in whole or in part by development in the City;
- (2) Ensure adequate levels of service in transportation facilities; and
- (3) Establish a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of transportation facilities reasonably related to new development, in order to ensure the availability of adequate transportation facilities at the time new development occurs.

19.30.020 Application.

Except as otherwise provided for under this title, development activity in the City’s service area shall be charged a transportation impact fee pursuant to this chapter.

19.30.030 Administrative guidelines.

The Director shall be authorized to adopt internal guidelines for the administration of transportation impact fees under this chapter, which may include the adoption of standard operating procedures and administrative policy for transportation impact fees.

19.30.040 Exemptions.

Public school districts, as feepayer, shall be exempt from the assessment and collection of transportation impact fees under this chapter, as authorized by exemptions for a broad public purpose under RCW 82.02.060(2).

19.30.050 Assessment of fee.

The transportation impact fee shall be assessed according to the units of daily vehicle trips applicable to

the type of development as set forth in the current transportation impact fee schedule as created pursuant to this chapter and adopted by the city council.

19.30.060 Rate methodology; fee schedule.

- (1) Rate methodology. The City has conducted extensive research and analysis documenting the procedures for measuring the impact of new developments on public facilities, has prepared the “Rate Study for Transportation Impact Fees, City of Covington” dated 2009 (“rate study”), as may be amended from time to time, and incorporates that rate study into this chapter by this reference. The rate study utilizes a methodology (or formula) for calculating impact fees that fulfills all of the requirements of RCW 82.02.060(1). A copy of the rate study shall be kept on file with the City Clerk and is available to the public for review.
- (2) Transportation impact fee schedule.
 - (a) The City’s transportation impact fee schedule is generated from the formula for calculating impact fees set forth in the rate study adopted in subsection (1) herein (“transportation impact fee schedule”).
 - (b) Either the Department shall establish the traffic impact fee rate for a land use that is not listed in the transportation impact fee schedule.
 - (c) The feepayer shall submit all information requested by the Department for purposes of determining the impact fee rate pursuant to this section.
 - (d) Alternatively, the transportation impact fee schedule may be amended by a City Council resolution.
- (3) For mixed use developments, traffic impact fees shall be imposed for the proportionate share of each land use based on the applicable measurement in the traffic impact as set forth in the traffic impact fee schedule.

19.30.070 Use of funds.

- (1) Pursuant to this chapter, traffic impact fees:
 - (a) Shall be used for public improvements that will reasonably benefit new development; and
 - (b) Shall not be imposed to make up for deficiencies in public facilities serving existing developments; and
 - (c) Shall not be used for maintenance or operations.
- (2) Transportation impact fees may be spent for public improvements to streets and such other uses, including, but not limited to, transportation planning, engineering design studies, land surveying, land

acquisition, right-of-way acquisition, site improvements, necessary off-site improvements, construction, architectural, permitting, financing, and administrative expenses, applicable impact fees or mitigation costs, and any other expenses that can be capitalized.

(3) Transportation impact fees may also be used to recoup public improvement costs previously incurred by the City to the extent that new growth and development will be served by the previously constructed improvements or incurred costs.

(4) In the event that bonds or similar debt instruments are or have been issued for the advanced provision of public improvements for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this section and are used to serve the new development.

19.30.080 Relationship to Concurrency

Neither compliance with this chapter nor the payment of any fee hereunder shall constitute a determination of concurrency under chapter 12.95 CMC.

**CHAPTER 19.40
SCHOOL IMPACT FEE**

- 19.40.010 Purpose; authority.**
- 19.40.020 Interlocal agreement required.**
- 19.40.030 Submission of district capital facilities plan and data.**
- 19.40.040 Annual council review.**
- 19.40.050 Exclusions.**
- 19.40.060 Fee calculations.**
- 19.40.070 Assessment of fee.**
- 19.40.080 Use of funds.**
- 19.40.090 Impact fee accounts; payment.**

19.40.010 Purpose; authority.

The continuing growth and development in the City of Covington will create additional demand and need for school facilities. The Washington State Growth Management Act requires that new growth and development should pay a proportionate share of the cost of new facilities needed to serve the new growth and development.

Therefore, pursuant to Chapter 82.02 RCW, the purpose of this chapter is to authorize the assessment and collection of school impact fees. The provisions of this chapter shall be liberally construed in order to carry out the purposes of the city in establishing the school impact fee program.

19.40.020 Interlocal agreement required.

As a condition of the City's authorization and adoption of a school impact fee ordinance, the city and district shall enter into an interlocal agreement governing the operation of the school impact fee program, and describing the relationship and liabilities of the parties thereunder.

19.40.030 Submission of district capital facilities plan and data.

(1) On an annual basis, the district shall submit the following materials to the city council:

- (a) The district's capital facilities plan and adopted by the school board;
- (b) The district's enrollment projections over the next six (6) years, its current enrollment and the district's enrollment projections and actual enrollment from the previous year;
- (c) The district's standard of service;
- (d) The district's overall capacity over the next six (6) years, which shall take into account the available capacity from school facilities planned by the district but not yet built and be a function of the district's standard of service as measured by the number of students which can be housed in district facilities; and
- (e) An inventory of the district's existing facilities.

- (2) To the extent that the district's standard of service identifies a deficiency in its existing facilities, the district's capital facilities plan must identify the sources of funding other than impact fees for building or acquiring the necessary facilities to serve the existing student population in order to eliminate the deficiencies within a reasonable period of time.
- (3) Facilities to meet future demand shall be designed to meet the adopted standard of service. If sufficient funding is not projected to be available to fully fund a capital facilities plan which meets the adopted standard of service, the district's capital facilities plan should document the reason for the funding gap, and identify all sources of funding that the district plans to use to meet the adopted standard of service.
- (4) The district shall also submit an annual report to the city council showing the capital improvements which were serviced in whole or in part by the school impact fees.
- (5) In its development of the financing plan component of the capital facilities plan, the district shall plan on a six (6) year horizon and shall demonstrate its best efforts by taking the following steps:
 - (a) Establish a six (6) year financing plan, and propose the necessary bond issues and levies required by and consistent with that plan and as approved by the school board consistent with RCW 28A.53.020, 84.52.052 and 84.52.056 as amended; and
 - (b) Apply to the state for funding, and comply with the state requirements for eligibility to the best of the district's ability.

19.40.040 Annual council review.

The city council shall review on an annual basis the materials received from the district and required under this chapter. The city council may make adjustments to the school impact fee schedule as necessitated by its review or applicable law, and, if the city council deems appropriate, shall adopt the school impact fee schedule by resolution. The review and fee schedule adoption decision may occur in conjunction with the annual update of the capital facilities plan element of the City's comprehensive plan.

19.40.050 Exclusions

- (1) The following development activities do not create any additional school impacts, or fully mitigate for any school impacts, and are exempt from the collection and assessment of school impact fees under this chapter:
 - (a) Any development of housing for the elderly, including nursing homes, retirement centers, and any type of housing units for persons age fifty-five (55) and over, which have recorded covenants or recorded declaration of restrictions precluding school-aged children as residents in those units.
 - (b) Any construction or building permit that does not include residential sleeping/bedroom space.
 - (a) Any change of use that does not increase the scope or nature of the residential use of the

property.

- (b) Any development activity for which school impacts have been fully mitigated pursuant to a condition of development approval (e.g. plat approval) to pay fees, dedicate land, or construct or improve school facilities, unless the condition of the development approval provides otherwise.
 - (c) Any development activity for which school impacts have been fully mitigated pursuant to a voluntary agreement entered into with the district to pay fees, dedicate land, or construct or improve school facilities, unless the terms of the voluntary agreement provide otherwise; provided that the agreement predates the effective date of impact fee imposition.
- (2) The Director shall be authorized to determine whether a particular development activity falls within an exclusion identified in this section or under other applicable law. Determinations of the Director shall be in writing and shall be subject to the appeals procedures set forth in CMC 14.30.XXX.

19.40.060 Fee calculations.

- (1) The school impact fee shall be based on a formula based on the capital facilities plan developed by the district and approved by the school board, and adopted by reference by the City as part of the capital facilities element of the City's comprehensive plan.
- (2) The school impact fees for the district shall be calculated based on a formula that takes into account:
- (a) the capital facilities needs of the district as identified in the district's capital facilities plan;
 - (b) the district's student generation rates for single-family and multifamily dwelling units;
 - (c) the school site and school construction costs per student per grade level;
 - (d) the district's standard of service; and
 - (e) the relocatable facilities cost per student per grade level.
- (3) Separate fees shall be calculated for single-family and multifamily dwelling units, and separate student generation rates must be determined by the district for each type of dwelling unit. For purposes of this chapter, manufactured homes shall be treated as single-family dwelling units and duplexes shall be treated as multifamily dwelling units.
- (4) The fee calculations shall be made on a district-wide basis to assure maximum utilization of all school facilities in the district currently used for instructional purposes. Impact fees shall be calculated annually and set forth in a fee schedule adopted by city council.

19.40.070 Assessment of fees.

- (1) The City shall collect school impact fees, based on the fee schedule adopted by city council pursuant to this chapter, from any feepayer seeking development approval from the City where such

development activity requires the issuance of a residential building permit or a manufactured home permit, except as otherwise provided for herein.

- (2) School impact fees will be imposed on a district by district basis, on behalf of any school district which provides to the city a capital facilities plan, the district's standards of service for the various grade spans, estimates of the cost of providing needed facilities and other capital improvements, and the data from the district. Any school impact fee imposed shall be reasonably related to the impact caused by the development and shall not exceed a proportionate share of the cost of system improvements that are reasonably related to the development. The school impact fee shall account in the fee calculation for future revenue the district will receive from the development. The resolution adopting the fee schedule shall specify under what circumstances the fee may be adjusted in the interests of fairness.

19.40.080 Use of funds.

School impact fees for the district's system improvements shall be expended by the district only for capital improvements, including, but not limited to, school planning, land acquisition, site improvements, necessary off-site improvements, construction, engineering, architectural, permitting, financing, and administrative expenses, relocatable facilities, capital equipment pertaining to educational facilities, and any other expenses that could be capitalized and are consistent with the district's capital facilities plan.

19.40.090 Impact fee accounts; payment.

- (1) The district shall establish a school impact fee account. The account shall be an interest-bearing account, and the school impact fees received shall be prudently invested in a manner consistent with the investment policies of the district.
- (2) For administrative convenience while processing the fee payments, school impact fees may be temporarily deposited in a City account. On a monthly basis, the City shall deposit the school impact fees collected for the district in the district's school impact fee account.

RESOLUTION NO. 15-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING RESOLUTION NO. 15-12 TO ADD AN ADMINISTRATIVE FEE OF \$143.00 FOR IMPACT FEE DEFERRAL REQUESTS.

WHEREAS, certain sections of the Covington Municipal Code (CMC) authorize the City of Covington (the “City”) to charge an administrative fee for services; and

WHEREAS, the city council passed Ordinance No.16-2016 at their regular council meeting on August 9, 2016, establishing a new Title 19 CMC, Impact Fees, including a new impact fee deferral program required by state law; and

WHEREAS, Section 19.20.050 CMC authorizes the City to collect an administrative fee for impact fee deferral requests pursuant to the City’s current fee resolution; and

WHEREAS, the city council desires to amend the City’s current 2016 fee resolution to add a non-refundable administrative fee of \$143.00 (the current equivalent of one hour of community development staff time) for impact fee deferral requests;

NOW THEREFORE, be it resolved by the City Council of the City of Covington as follows:

Section 1. Fee Resolution Amended; Adoption of Fee. Resolution No. 15-12, adopting the City’s 2016 fee schedule, is hereby amended to add a new, non-refundable administrative fee of \$143.00 for impact fee deferral requests. All other provisions of Resolution 15-12 shall remain unchanged.

Section 2. Fee Waiver. The city manager shall have the right to waive all or part of a fee assessed by the City if deemed in the best interest of the City.

ADOPTED by the City Council of the City of Covington, Washington, in open and regular session this 9th day of August, 2016, and signed in authentication of its adoption.

Mayor, Jeff Wagner

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney

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 expired 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.

Note: Adam Turley was appointed by the Covington Chamber Board to the Chamber side of CEDC on July 28.

Name of Applicant

Jon Steve (interviewed July 12)

Laura Roth (interviewed July 12; CEDC term ended 07/31/2016)

Adam Turley (interviewed July 12) – Appointed to the Chamber side of CEDC on July 28

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: August 9, 2016

SUBJECT: PARKS AND RECREATION PRIORITIES ADVISORY COMMITTEE (PRePAC)
FINAL RECOMMENDATIONS

RECOMMENDED BY: Ethan Newton, Parks & Recreation Director

ATTACHMENT(S):

1. Final Recommendation Report

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:

The PRePAC has been meeting monthly since September 2015 and now in accordance with the committee's charter is providing a report that includes its recommendations. The committee completed a parks tour, received staff reports from park and recreation divisions and finance, reviewed the city's Parks, Recreation and Open Space Plan and Capital Improvement Program Plan, engaged the public at Covington Days and discussed at length the two overarching questions assigned to the committee in their charter:

1. How should Covington parks and recreation grow to meet the community's adopted goal?
2. How should Covington pay for it?

A draft report was shared with the Parks and Recreation Commission and finalized thereafter. The attached final report is the result of PRePAC's review of information, discussions, and deliberation on recommendations that have taken place over the last year.

ALTERNATIVES:

None.

FISCAL IMPACT:

None.

CITY COUNCIL ACTION: ___Ordinance ___Resolution ___Motion X Other

NO ACTION NECESSARY – DISCUSSION ITEM ONLY

REVIEWED BY: City Manager



PrePAC Report

We, the members of PrePAC, the Parks & Recreation Priorities Advisory Committee, provide the following report as our recommendation to Covington City Council.

Since September 2015, the members of the PrePAC have met on a monthly basis tasked with making recommendations to the city council in response to: “How should Covington’s parks & recreation system grow to meet the community’s adopted goals” and “How should we pay for it?”

In addition to the many presentations by city staff, PrePAC considered the city’s vision for an “Unmatched Quality of Life,” as well as content from the PROS Plan and the following goals:

PROS Plan Goals

- **Community Engagement & Communication**
- **Recreation Programming**
- **Parks, Recreation Open Space & Trail System**
- **Natural Areas & Greenspaces**
- **Trails & Pathways**
- **Park Planning**

City Council Goals

- **Economic Development**
- **Town Center**
- **Youth & Families**
- **Neighborhoods**
- **Municipal Services**
- **Customer Service**

Taking into consideration the small, but statistically valid, survey administered recently to Covington residents, we have come to an agreement that not all parks and recreational needs can possibly be funded at the current level of interest and within the city’s ability to fund. Therefore, in order to guide the city in our community’s expectations of realistic growth in Parks & Recreation, we make the following recommendations as to priorities in Covington.

Priorities

In the short-term, we identify the need for funding **maintenance** of current parks and trails to ensure their safe condition, to prevent costly deterioration, to prevent possible closures, and to safeguard the city's liability risks. (Maintenance funding needs to be addressed in the short term, but is also considered a long-term priority.)

Citizens express the interest, and we as a committee support, continuous commitment to the maintenance and further availability of the Aquatics program. Therefore, the committee strongly recommends an immediate inspection and **assessment of the pool** and building's actual condition to include, but not limited to, an analysis of its life expectancy, the cost of improvements, and identification of and cost of maintenance to continue its operation as long as possible with strong regard to financial consideration. In short, exactly how long and for how much money can we expect to have a pool?

As members of the community, we support the residents' interest in seeing **dog parks and more multi-use paved trails**, including but not limited to, bike trails, walking trails, and hiking trails. Though we were advised that paved sidewalks do not fall under Parks & Recreation, the committee would like to note the needs for expansion of paved sidewalks connecting neighborhoods, schools, and areas within our city.

The availability of larger plots of land within city limits is becoming scarce. **Land acquisition** should remain on the forefront of all decision making and opportunity building as a guidepost to our future park development.

The committee suggests that the city consider annexation of more land, including, but not limited to, the nearby unincorporated area of King County and possibly any Department of Natural Resources land in the area. Additionally, whenever possible, sharing park space with hospitals, the school district, etc., should be explored. (Land acquisition needs to be addressed in the short term, but is also considered a long-term priority by the committee.)

Based on community input, the committee recommends that the city maintains its current level of youth programming and athletics as well as community events. The city shall continue to be responsive to the growth and changing needs of our community.

Actions Toward Funding Solutions

In the short-term, the committee recommends:

- Grant opportunities, from organizations such as the Washington State Recreation and Conservation Office, King County Youth Sports, Federal Land & Water Conservation
- Private Donations
- Expanding the new park impact fees into commercial development as it draws customer base and new residents and therefore brings in more users of our parks and recreational areas/facilities
- User Fees
- Partnerships

The committee recommends communications start now and with thoughtful planning, with as much data and input to include a composite of the economic spectrum, and be inclusive of age, gender, race, and ethnic background. The committee recommends a high priority on **community education and engagement**.

The committee recommends forming a 501(c)3 parks and recreation **foundation** immediately. This would open the door to the availability of more grant opportunities and would allow a more convenient method of the collection of private donations. Additionally, as a non-profit, there would be an increase in the potential partnerships with other non-profit groups. A foundation increases the visibility of Parks & Recreation, and identifies members of the community that can act as advocates. In addition, a foundation would be responsible for cultivating regional relationships, and importantly, the foundation should be composed of passionate people who would interact and take on the education aspect crucial to funding our vision. It is important that the foundation work closely with the city and specifically, the Parks & Recreation Commission.

Once the foundation is well underway, the committee recommends that the city run a **maintenance levy** before Phase 2 of Covington Community Park is complete. It is important that the levy appear on a ballot during the park's visible construction. These funds would be used to correct the deficiencies in our existing parks, such as Jenkins Creek Park, as well as accommodate the needs of new trails, parks, and facilities.

The committee recommends that another PRePAC be formed and running within two years to ensure recommended actions are moving forward and to make updates as appropriate and necessary.

To support the city's goals in promoting community arts and encouraging the development and strategic placement of public art features throughout the city, PRePAC supports the Arts Commission's recommendation of a \$1 per capita allotment from the general fund, assigned specifically and solely to the Arts.

Priorities – Mid-Term (3-5 Years)

Priorities

In both existing parks, and already funded future parks, the committee recommends more **picnic shelters and playgrounds** available for younger children and families to use in a safe and clean environment. These are gathering places for youth to have games, toddlers to experience their first swing, and memorable picnics and events.

As the population of our city ages and in agreement with the survey results, the committee recommends inclusion and expansion of **recreational programming for adults and senior citizens**. The committee recommends identifying partnerships with healthcare and senior living communities.

Actions Toward Funding Solutions

The committee recommends exploring the same funding solutions identified above such as grants, private donations, and partnerships with other organizations. The next PRePAC should investigate additional funding options.

Priorities – Long-Term (5-10 Years)

Priorities

To address the community's need for indoor space for recreational programming, and to explore the construction of a facility to include a pool, the committee recommends support of a **regional recreation center**. This would spread the cost among neighboring communities, resolve the impending need of a new pool, and guarantee a recreation center within or close to our city.

Actions Toward Funding Solutions

The committee recommends establishing a **Metropolitan Parks District** with neighboring communities (such as, but not limited to, Maple Valley, Black Diamond, and unincorporated areas of King County) to fund a regional recreation center in 5-10 years after a successful maintenance levy and after its successful levy renewal 4 years later. If each resident paid \$3-\$4 per month, annual revenues from Covington residents only would be about \$500,000, not nearly enough to fund a recreation center. Therefore, it is imperative that we support a regional recreation center. It is important that the foundation work with neighboring communities years in advance. For funding through a Metropolitan Parks District to be successful, all residents in the region must be educated, not just Covington.

In Conclusion

The committee encourages that the city be mindful of the economic strain placed solely on its residents when identifying funding solutions. A few dollars' increase in property taxes each month is a burden to some households. All opportunities to share the expense with neighboring communities should be explored, as many residents from other cities and unincorporated areas enjoy many of the services offered by the City of Covington. Additionally, when educating the public during any campaign for funding, impacts to our lowest income citizens should be evaluated and addressed in the formal campaign information.

Members of the Parks & Recreation Priorities Advisory Committee expect to be involved in the future of Covington Parks & Recreation. Many of us plan to continue to support our recommendations herein by being active advocates throughout planning and implementation.

Thank you for the opportunity to serve our community. We appreciate the knowledge and experience gained.

ADDENDUM

Notes Regarding Engagement and Education Messaging to Our Residents

- Parks & Recreation enhances communities by increasing property values, benefiting the health of its members, promoting public safety, building strong family and community ties, and by driving commercial and economic development. It entices individuals to want to be a part of our community!
- We recommend that the city (and future foundation) remove the word “tax” and use the word “investment” when communicating, and to be very clear and specific regarding financial impact (“do you want to pay \$5 per month for this?”).
- It is important to highlight that the city was savvy in securing grants to pay for the majority of Covington Community Park, but that we need to fund maintenance of both our major parks. We must educate the community that grant money cannot be used for maintenance.
- Examples of educational outreach include going to HOA meetings, scouting group meetings, high schools, etc., to talk about the needs and the funding required.
- The education component over the years must take into account the potential for our demographics to change in the next 5-10 years.
- Grants are wonderful, and partnering with service clubs, businesses, and non-profits are all great ideas, but they are not going to build that rock solid foundation. What it takes going forward is a long stream of more education on parks and their value. Instead of having a discussion about funding, we need to have discussions on investments. Is it the citizens’ desire to have great parks and recreation? When they say, “yes” to a survey, does that survey really mean that they wish to invest in that for great returns? The word “tax” somewhere along the way has taken on the image of something bad. A levy or capital improvement bond has to be framed as an investment and clearly spelled out what each person will get for that investment. It must, if passed, closely follow exactly what we said it would do. Parks are a junior taxing source so the lid could be small or even unable to be placed on the ballot. A long educational process and many more town hall meetings need to be part of the ongoing long term plan. But, it is imperative that the conversation is: are you willing to invest \$4.00 per month for X?” Are we going to invest in our vision and secure and preserve it for future generations? That is “**the ask.**”

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO AWARD THE SE 256TH STREET CULVERT LINING PROJECT (CIP 1145A) TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Engineer's Estimate for CIP 1145A

PREPARED BY: Ben Parrish, SWM Program Coordinator

EXPLANATION:

At the March 22, 2016, city council meeting, city staff informed the council of structural issues with the SE 256th Street Little Soos Creek culvert and the possible need for emergency repair until a more permanent solution could be devised to replace the failing culvert. After the initial discovery of the structural issues, public works staff placed steel plates on the roadway above where the culvert is failing as a precaution until a temporary solution could be designed.

The city has since devised a temporary solution to line the culvert pipe as a temporary reinforcement. The engineer's estimate for the designed project work is \$58,660. By completing this project, the city will have time to acquire funds and design a permanent repair for the failing culvert.

On July 26, 2016, the city used the MRSC Small Works Roster to advertise the project (SE 256th Street Culvert Lining Project (CIP 1145A). Bids must be submitted to the city by August 8, 2016. At this evening's council meeting, staff will present the bid results to council and will request that the council then consider taking action to authorize the city manager to award the project to the identified lowest responsive and responsible bidder, as recommended by city staff.

ALTERNATIVES:

1. Delay award until the September 13, 2016, council meeting. This will delay an award of the contract upwards of five weeks and will put construction of this project outside of the city's permitted window to perform construction in fish-bearing streams per our Washington Department of Fish and Wildlife Hydraulic Project Approval (permit number 2016-4-499+01). This may delay the needed repair until next year.

FISCAL IMPACT:

The budget for this project is \$67,500, which is the \$58,660 Engineers Estimate + 15% contingency. The 15% contingency cost is budgeted in order to cover unforeseen issues/costs associated with bidding. This project is fully funded with Surface Water Management Funds.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to award the SE 256th Street Culvert Lining Project (CIP 1145A), to _____, as the lowest responsive and responsible bidder, in the amount of _____.

REVIEWED BY: City Manager, Finance Director, City Attorney

SE 256th Street Existing Culvert Lining Project

July, 2016
KMW

Final Quantity Summary

Construction Work:

Install silt/high visibility fencing and temporary traffic control at shoulders. Remove beam guardrail, provide clearing and access at north culvert inlet. Establish temporary creek diversion, install culvert pipe liner in east culvert, and cap ends with low shrink dry pack grout. Shift temporary creek diversion, install culvert pipe liner in west culvert, and cap ends with low shrink dry pack grout. (NO GROUT OPTION) Remove temporary creek diversion, restore access area as required, re-install beam guardrail, and remove temporary traffic control.

Item #	STD. Bid Item #	STD. Section	ITEM DESCRIPTION	TOTAL QUANTITY	UNITS	UNIT COST	COST
PREPARATION							
1	0001	1-09	Mobilization (10%)	1	L.S.	\$4,464.00	\$4,464
2	0035	2-02	Clearing and Grubbing	1	L.S.	\$500.00	\$500
Subtotal \$4,964							
DRAINAGE							
3	S.P.	7-02	30-Inch Diam. Culvert Pipe Liner	1	L.S.	\$34,840.00	\$34,840
4	S.P.	7-06	Temporary Creek Diversion	1	L.S.	\$6,500.00	\$6,500
Subtotal \$41,340							
EROSION CONTROL & PLANTING							
5	6490	8-01	Erosion/Water Pollution Control	1	Est.	\$500.00	\$500
6	6373	8-01	Silt Fencing	50	L.F.	\$12.00	\$600
7	6630	1-07	High Visibility Fence	60	L.F.	\$10.00	\$600
Subtotal \$1,700							
TRAFFIC							
8	6780	8-11	Removing and Resetting Beam Guardrail	24	L.F.	\$25.00	\$600
9	6971	1-10	Project Temporary Traffic Control	1	L.S.	\$500.00	\$500

CONSTRUCTION SUBTOTAL = \$49,104

8.6% Sales Tax \$4,223

10% Contingency \$5,333

TOTAL CONSTRUCTION COST = \$58,660

Agenda Item 5
Covington City Council Meeting
Date: August 9, 2016

SUBJECT: CONSIDER OPTIONS FOR 20TH ANNIVERSARY CELEBRATION

RECOMMENDED BY: Karla Slate, Communications and Marketing Manager

ATTACHMENT(S):

1. Proposed options for 20th anniversary promotions

PREPARED BY: Karla Slate, Communications and Marketing Manager

EXPLANATION:

In 2017, the City of Covington will celebrate its 20th year as an incorporated city. The official anniversary date is August 31. The City Council desires to acknowledge, promote and celebrate this anniversary throughout 2017 in a variety of ways. Staff recommends and has outlined plans to integrate the anniversary into pre-existing events and materials. Staff has also included an additional list of items that the council may consider adding to the plan.

ALTERNATIVES:

FISCAL IMPACT:

See attachment.

CITY COUNCIL ACTION: ____Ordinance ____Resolution ____Motion ____ Other

Discussion only.



City of Covington – 20th Anniversary Plan/Proposal 1997-2017

Kick-Off – December 3, 2016

- Announce the anniversary at the 2016 Covington Tree Lighting Event
- Provide attendees with a 2017 Calendar of Events highlighting the city's 2017 events, highlighting those in which the anniversary is spotlighted.

Logo Integration

- Create an anniversary "tag" to add to and compliment the city logo for 2017.
- Update city letterhead with anniversary logo for use during 2017.
- Use anniversary logo on all marketing materials in 2017.

Event Integration

- Update event/booth materials to reflect the anniversary throughout 2017 (banners, flyers, posters, giveaways, etc.)
- Integrate anniversary into key pre-existing city events/programs
 - Student Art Show – develop an anniversary theme for students to base their art around
 - Arbor Day/Earth Day – one idea could be planting 20 trees in honor of 20th anniversary
 - Covington Days Festival - establish an anniversary theme for the overall festival and integrate into the parade and parade awards

Timeline

- Create a 20-year timeline (1997-2017) with key points in time for the city.
- Create a 20-year look into the future – what does the city have planned or hope to accomplish in the next 20 years (2017-2037).
 - Consider printing and displaying these in the city hall lobby, at city booths during events, and/or on the website.

Birthday Celebration* – Thursday, August 31, 2017

- Throw a birthday party open to the community (*Would require budget allocation)

Wrap-Up – December 2, 2017

- Close out the anniversary year at the 2017 Covington Tree Lighting Event with a verbal wrap-up and thank you to community for helping to celebrate over the year.
- Giveaway a commemorative 20th anniversary ornament to residents.

Additional Considerations

- Produce a commemorative 20th Anniversary Item (a coin, pin, calendar, or other item)
 - Impact: cost of custom item (\$500-\$2500 depending on item and quantity)

- Hang Street Pole Banners highlighting the City/Anniversary
 - Within City Hall complex (271st St. and 167th Pl SE) x12
 - Along SE 270th St
 - Within a targeted area on Kent Kangley
 - Impact: cost of banner \$80; cost of install \$80

- Redesign City Entry Signs (“Welcome to Covington Metal Signs”) to reflect anniversary.
 - Impact: cost of metal signs = \$40 each + staff time to install

- Business Partnerships - Encouraging CEDC to develop a business program to highlight the 20th anniversary (example: 20% off deals in celebration of 20th anniversary during the city’s birthday month or on the city’s actual birthday)
 - Impact: CEDC workplan/time

- Geocaching Event – Getting to know Covington, highlighting anniversary, commemorative prizes
 - Impact: cost of prizes and possibly hiring expert help

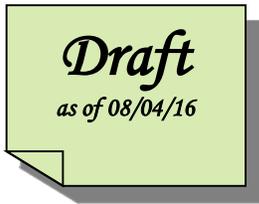
- Time Capsule – Consider establishing a Covington time capsule to be opened at the city’s 50th or 100th year anniversary (2047 or 2097) and presenting it at the city’s birthday party.

**DISCUSSION OF
FUTURE AGENDA ITEMS:**

**Tuesday, August 23, 2016
Regular Meeting – CANCELED**

**7:00 p.m., Tuesday, September 13, 2016
Regular Meeting**

(Draft Agendas Attached)



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

**Tuesday, September 13, 2016
7:00 p.m.**

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Mayor’s Day of Concern for the Hungry Proclamation – Saturday, September 17, 2016 ((Lila Henderson, Executive Director, Maple Valley Food Bank)
- Safe Schools Week Proclamation – Week of October ___ - ___, 2016 (_____)
- Fire Prevention Week Proclamation – Week of October ___ - ___, 2016 (_____)

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: August 9, 2016 Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)

NEW BUSINESS

1. Discuss and Provide Direction for King County Community Van Program (Hart)
2. 2016 Second Quarter Financial Report (Hendrickson)

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).