



Covington: Unmatched quality of life
AGENDA
CITY OF COVINGTON
CITY COUNCIL SPECIAL & REGULAR MEETINGS
www.covingtonwa.gov

Tuesday, January 10, 2012
5:30 p.m.

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

Council will interview Parks & Recreation Commission applicants beginning at 5:30 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS

SELECTION OF MAYOR

SELECTION OF MAYOR PRO TEM

PUBLIC COMMUNICATION - NONE

[Reception for Newly Elected Councilmembers, Mayor and Mayor Pro Tem.]

APPROVAL OF AGENDA

PUBLIC COMMENT *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per person and no more than ten minutes per group. If additional time is needed the city shall be notified in advance and background information shall be submitted in writing regarding the topic that will be addressed. The city reserves the right to deny any request, based on time constraints. Individuals may petition the City Clerk or the City Manager to appear on the agenda of a future study session as time allows for up to 15 minutes to address the council on specific issues or requests.**

APPROVE CONSENT AGENDA

- C-1. Minutes of December 13, 2011 (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Waste Reduction and Recycling Grant Agreement (Bates)
- C-4. Ratify Interlocal Agreement for Minor Home Repair (Throm)
- C-5. Ratify Settlement Agreement with Soos Creek Water & Sewer District (Matheson)

NEW BUSINESS

- 1. Appointments to Parks & Recreation Commission (Council)
- 2. Ordinance Adopting Regulations Permitting Shooting Ranges (Hart)
- 3. Purchase and Surplus Used Vehicles and Equipment Services Contract (Junkin)
- 4. Integrated Traffic Impact and Concurrency Management System Services Agreement (Vondran)

5. Ordinance Reinstating Audit Committee (Hendrickson)
6. Appointments of 2012 Primary Representatives and Alternates to the following: (Council)
 - South County Area Transportation Board (SCATBd)
 - Suburban Cities Association's Public Issues Committee (PIC)
 - Metropolitan Solid Waste Management Advisory Committee (MSWMAC)
 - Watershed Basins within Water Resource Inventory Area 9 Forum (WRIA 9)
 - Kent Fire Department Regional Fire Authority (RFA)
 - Southeast Area Transportation Solutions (SEATS)

COUNCIL/STAFF COMMENTS

- Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

Any person requiring disability accommodation should contact the City of Covington at (253) 638-1110 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial (253) 638-1110.

Consent Agenda Item C-1

Covington City Council Meeting

Date: January 10, 2012

SUBJECT: APPROVAL OF MINUTES: DECEMBER 13, 2011 CITY COUNCIL REGULAR MEETING MINUTES.

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the December 13, 2011 City Council Regular Meeting Minutes.

City of Covington
Regular City Council Meeting Minutes
Tuesday, December 13, 2011

(This meeting was recorded and will be retained for a period of six years from the date of the meeting).

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, December 13, 2011, at 7:03 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Mark Lanza, David Lucavish, Marlla Mhoon, Jim Scott, Wayne Snoey and Jeff Wagner.

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Karla Slate, Community Relations Coordinator; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Wagner moved and Councilmember Lucavish seconded to approve the Agenda. Vote: 7-0. Motion carried.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Jennifer Gilbert-Smith, 28708 181st Avenue SE, Kent, representing Covington Economic Development Council, requested \$2,000 in the 2012 budget for the purpose of holding a Covington Business Breakfast for networking, education, and to meet local City, Chamber and County officials.

There being no further comments, Mayor Harto closed the public comment period.

APPROVE CONSENT AGENDA:

- C-1. Approval of Minutes: October 18, 2011 Black Diamond, Covington, And Maple Valley Joint City Council Meeting Minutes; October 29, 2011 City Council Budget Workshop Meeting Minutes; November 8, 2011 City Council Regular Meeting Minutes; And November 22, 2011 City Council Regular Meeting Minutes..

- C-2. Approval of Vouchers: Vouchers #26240-26295, in the Amount of \$315,533.46, Dated November 14, 2011; Vouchers #26296-26340, in the Amount of \$196,110.92, Dated November 29, 2011; Paylocity Payroll Checks #1000240089-1000240102 Inclusive, Plus Employee Direct Deposits in the Amount of \$139,106.78, Dated November 23, 2011; and

Paylocity Payroll Checks #1000260967-10002600976 Inclusive, Plus Employee Direct Deposits in the Amount of \$135,229.92, Dated December 9, 2011.

- C-3. Agreement for Recycling Events for 2012.
- C-4. Amendment to Agreement for Landscaping Services.
- C-5. Easement Agreement within the Right-of-Way of SE 268th Street.
- C-6. Amendment to Agreement for Real Estate Services.
- C-7. Amendment to Interlocal Agreement for Public Works Operations & Purchases.
- C-8. Terminate Memorandum of Understanding for Stormwater Facility.
- C-9. Resolution Amending Development Fees, Administrative Charges and Transportation Impact Fees for 2012.

RESOLUTION NO. 11-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING THE DEVELOPMENT FEES, ADMINISTRATIVE CHARGES AND TRANSPORTATION IMPACT FEES FOR 2012.

- C-10. Resolution Adopting a Fund Balance Policy.

RESOLUTION NO. 11-10

A RESOLUTION OF THE CITY OF COVINGTON, WASHINGTON, RELATING TO AN ENDING FUND BALANCE POLICY

- C-11. Resolution Adopting Capital Asset Policies and Procedures.

RESOLUTION NO. 11-11

A RESOLUTION OF THE CITY OF COVINGTON, WASHINGTON, RELATING TO A CAPITAL ASSET POLICY

- C-12. Resolution Amending Financial Management Policies.

RESOLUTION NO. 11-12

A RESOLUTION OF THE CITY OF COVINGTON, WASHINGTON, REPEALING RESOLUTION 07-11, AND ADOPTING NEW FINANCIAL MANAGEMENT POLICIES

- C-13. Ordinance Committing Revenues to the Development Services Fund and Parks & Recreation Fund.

ORDINANCE NO. 17-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, COMMITTING REVENUES TO THE DEVELOPMENT SERVICES FUND AND PARKS AND RECREATION FUND

- C-14. Ordinance Adopting a 2011 Budget Amendment.

ORDINANCE NO. 18-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING THE 2011 BUDGET BY AMENDING SECTION 2 OF ORDINANCE NO. 22-10

Council Action: Councilmember Wagner moved and Councilmember Mhoon seconded to approve the Consent Agenda. Vote: 7-0. Motion carried.

NEW BUSINESS:

1. Ordinance Adopting Regulations for the Permitting of Electric Vehicle Infrastructure.

Senior Planner Salina Lyons gave the staff report on this item.

ORDINANCE NO. 19-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING SECTIONS 18.20 TECHNICAL TERMS AND LAND USE DEFINITIONS, 18.25 PERMITTED USES, 18.31 DOWNTOWN DEVELOPMENT AND DESIGN STANDARDS, 18.50 DEVELOPMENT STANDARDS - PARKING AND CIRCULATION, AND 16.10 STATE ENVIRONMENTAL POLICY ACT OF THE COVINGTON MUNICIPAL CODE TO ADOPT REGULATIONS FOR THE PERMITTING OF ELECTRIC VEHICLE INFRASTRUCTURE

Council Action: Councilmember Wagner moved and Councilmember Scott seconded to pass Ordinance No. 19-11 adopting electric vehicle infrastructure amendments to CMC Title 18 and Title 14. Vote: 7-0. Motion carried.

2. Award Contract for Replacement Phone System.

Council Action: Councilmember Wagner moved and Councilmember Scott seconded to award a contract in substantially the form attached in the agenda packet to Tri-Tec Communications for a replacement phone system. **Vote: 7-0. Motion carried.**

3. Ordinance Adopting the CY2012 Operating and Capital Budget.

ORDINANCE NO. 20-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, ADOPTING THE CY2012 OPERATING AND CAPITAL BUDGET AND IMPLEMENTING THE CY2012 COST OF LIVING ADJUSTMENT FOR CITY EMPLOYEES

Council Action: Councilmember Snoey moved and Councilmember Scott seconded to pass Ordinance No. 20-11 adopting the CY2012 Operating and Capital Budget. **Vote: 7-0. Motion carried.**

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Council Action: There was Council consensus to grant the \$2,000 to Covington Economic Development Council for the Covington Business Breakfast.

Council Action: Councilmember Wagner moved and Councilmember Snoey seconded to cancel the December 27, 2011 Council meeting. **Vote: 7-0. Motion carried.**

Council Action: Councilmember Snoey moved and Councilmember Wagner seconded to nominate Mayor Harto as voting delegate to Suburban Cities Association South Caucus. **Vote: 7-0. Motion carried.**

Council Action: There was Council consensus to add the City logo to the Seattle Metropolitan Chamber of Commerce Transportation Partnership statement.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

There being no comments, Mayor Harto closed the public comment period.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:50 p.m.

Prepared by:

Submitted by:

Joan Michaud
Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: January 10, 2012

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #26341-26402, in the Amount of \$566,229.76, Dated December 14, 2011; Vouchers #26403-26436, in the Amount of \$108,487.46, Dated December 27, 2011; Paylocity Payroll Checks #1000285405-1000285415 and Paylocity Payroll Checks #1000285451-1000285454 Inclusive, Plus Employee Direct Deposits in the Amount of \$140,084.35, Dated December 23, 2011; and Paylocity Payroll Checks #1000308708-1000308716 and Paylocity Payroll Checks #1000308732-1000308734 Inclusive, Plus Employee Direct Deposits in the Amount of \$138,106.36, Dated January 6, 2012.

PREPARED BY: Joan Michaud, 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 #26341-26402, in the Amount of \$566,229.76, Dated December 14, 2011; Vouchers #26403-26436, in the Amount of \$108,487.46, Dated December 27, 2011; Paylocity Payroll Checks #1000285405-1000285415 and Paylocity Payroll Checks #1000285451-1000285454 Inclusive, Plus Employee Direct Deposits in the Amount of \$140,084.35, Dated December 23, 2011; and Paylocity Payroll Checks #1000308708-1000308716 and Paylocity Payroll Checks #1000308732-1000308734 Inclusive, Plus Employee Direct Deposits in the Amount of \$138,106.36, Dated January 6, 2012.

December 14, 2011

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 26341 Through Check # 26402

In the Amount of \$566,229.76

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
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

				<u>Check Amount</u>
Check No: 26341	Check Date: 12/14/2011			
Vendor: 0206	AFLAC			
273609	Insurance premiums; December	12/14/2011		409.37
			Check Total:	409.37
Check No: 26342	Check Date: 12/14/2011			
Vendor: 0463	Allied Waste Services			
0176-00327	Maint shop; disposal, 11/1-11/30/11	12/14/2011		221.38
0176-00327	Maint shop; disposal, 11/1-11/30/11	12/14/2011		110.69
0176-00327	Maint shop; disposal, 11/1-11/30/11	12/14/2011		221.39
0176-00327	Aquatics; waste disposal, 11/1-11/30/11	12/14/2011		227.22
			Check Total:	780.68
Check No: 26343	Check Date: 12/14/2011			
Vendor: 1705	Alpine Products, Inc.			
TM-121117	Tree lighting; decals	12/14/2011		262.80
			Check Total:	262.80
Check No: 26344	Check Date: 12/14/2011			
Vendor: 2202	American Energy Systems			
2145	Minor housing repair; #AUST-13-11	12/14/2011		1,104.47
2146	Minor housing repair; #YAGO-15-11	12/14/2011		1,712.58
			Check Total:	2,817.05
Check No: 26345	Check Date: 12/14/2011			
Vendor: 2140	Amicor Construction			
2140-12-1	Minor housing repair; #HESS-17-11	12/14/2011		510.42
2140-12	Minor housing repair; #EAGL-16-11	12/14/2011		597.30
			Check Total:	1,107.72
Check No: 26346	Check Date: 12/14/2011			
Vendor: 2223	ARC Imaging Resources			
951379	Plotter/Scanner maint; 11/21-12/21/11	12/14/2011		111.81
951379	Plotter/Scanner maint; 11/21-12/21/11	12/14/2011		111.81
951379	Plotter/Scanner maint; 11/21-12/21/11	12/14/2011		55.90
			Check Total:	279.52
Check No: 26347	Check Date: 12/14/2011			
Vendor: 2387	Atmosphere, Inc.			
11185	Minor housing repair; #BLIN-10-11	12/14/2011		3,004.55
			Check Total:	3,004.55
Check No: 26348	Check Date: 12/14/2011			
Vendor: 0019	AWC Employee Benefits Trust			
100106158E	Nemens; COBRA premium, December	12/14/2011		195.87
100106158E	Nemens; COBRA premium, December	12/14/2011		457.04
			Check Total:	652.91
Check No: 26349	Check Date: 12/14/2011			
Vendor: 0499	Bank of America			
0446-12	Aquatics; tablecloth rolls, use tax	12/14/2011		-7.74
0446-12	Aquatics; tablecloth rolls	12/14/2011		97.74
0446-12	Aquatics; WRPA meeting, snacks	12/14/2011		10.69
6540-12	Slate; 2011 holiday gala	12/14/2011		85.00
6540-12	Hollydaze; candy/supplies	12/14/2011		31.65
6540-12	Brochure display rack	12/14/2011		201.67
6540-12	Brochure display rack	12/14/2011		201.68
6540-12	Drawer organizers for recording cabinet	12/14/2011		14.11
6540-12	Budget workshop; refreshments	12/14/2011		45.20
6540-12	PRSA Totem award submittals	12/14/2011		190.00
9099-12	Gaudette; Fleet certification books	12/14/2011		124.72
9099-12	Gaudette; Fleet certification books	12/14/2011		124.72
9099-12	Gaudette; Fleet certification books	12/14/2011		62.36
9099-12	Gaudette; certification books, use tax	12/14/2011		-9.88
9099-12	Gaudette; certification books, use tax	12/14/2011		-9.88
9099-12	Gaudette; certification books, use tax	12/14/2011		-4.94
1346-12	Annual wellness event, lunch	12/14/2011		158.66
1346-12	Annual wellness event, lunch/prizes	12/14/2011		86.65
1346-12	Beaufreere; planner	12/14/2011		28.43
9115-12	Spooky swim; goody bags/prizes	12/14/2011		82.14

			<u>Check Amount</u>
9115-12	Spooky swim; goody bags/prizes	12/14/2011	18.46
9115-12	Replacement computer parts/minor upgrade	12/14/2011	873.22
9115-12	Replacement computer parts; use tax	12/14/2011	-69.15
2959-12	Hollydaze; candy/supplies	12/14/2011	102.64
3692-12	Hendrickson; PSFOA luncheon	12/14/2011	25.00
8290-12	Parker; Intergovernmental training	12/14/2011	85.00
1030-12	Truck rental; delivery of surplus items	12/14/2011	156.20
1030-12	Maint shop; paper pads	12/14/2011	2.95
1030-12	Maint shop; paper pads	12/14/2011	2.95
1030-12	Maint shop; paper pads	12/14/2011	1.47
3544-12	Matheson; business lunch meeting	12/14/2011	49.37
0446-12	Hollydaze pool schedule, paper	12/14/2011	12.91
0446-12	FIT training manuals	12/14/2011	58.50
Check Total:			2,832.50
Check No:	26350	Check Date:	12/14/2011
Vendor:	2368	Best Parking Lot Cleaning Inc.	
112791	Street cleaning; Maple Valley	12/14/2011	1,320.58
112801	Street cleaning; November	12/14/2011	7,449.96
Check Total:			8,770.54
Check No:	26351	Check Date:	12/14/2011
Vendor:	1868	The Brickman Group Ltd, LLC	
895125	Parks; landscaping, December	12/14/2011	1,331.44
895125	Streets; landscaping, December	12/14/2011	3,677.20
Check Total:			5,008.64
Check No:	26352	Check Date:	12/14/2011
Vendor:	0026	C&B Awards	
24475	Engraved plates for art purchases	12/14/2011	40.73
Check Total:			40.73
Check No:	26353	Check Date:	12/14/2011
Vendor:	2270	CenturyLink	
6381431686	Maint shop; telephone, 11/25-12/25/11	12/14/2011	72.56
4137665359	Aquatics; telephone, 11/26-12/26/11	12/14/2011	275.01
6381431686	Maint shop; telephone, 11/25-12/25/11	12/14/2011	72.56
6381431686	Maint shop; telephone, 11/25-12/25/11	12/14/2011	36.28
Check Total:			456.41
Check No:	26354	Check Date:	12/14/2011
Vendor:	0395	City of Buckley	
0395-12	Jail costs; November	12/14/2011	5,985.50
Check Total:			5,985.50
Check No:	26355	Check Date:	12/14/2011
Vendor:	1951	Clean Harbors Env Services Inc	
DII136410	Spill cleanup services	12/14/2011	656.97
Check Total:			656.97
Check No:	26356	Check Date:	12/14/2011
Vendor:	1376	Covington Christian Fellowship	
2	Budget workshop; lunch	12/14/2011	231.00
Check Total:			231.00
Check No:	26357	Check Date:	12/14/2011
Vendor:	0537	Covington Water District	
242205-918	CIP 1010; water availability fee	12/14/2011	500.00
Check Total:			500.00
Check No:	26358	Check Date:	12/14/2011
Vendor:	0136	Department of Transportation	
RE41JA4992	CIP 1039; engineering, October	12/14/2011	67.28
Check Total:			67.28
Check No:	26359	Check Date:	12/14/2011
Vendor:	1981	Design Air, Ltd.	
63111	Aquatics; boiler insp/maint/service	12/14/2011	1,870.09
Check Total:			1,870.09

				<u>Check Amount</u>
Check No: 26360	Check Date: 12/14/2011			
Vendor: 2091	Fastenal Company			
WAKNT63975	Maint shop; lubricant	12/14/2011		15.64
WAKNT63975	Tree lighting; supplies	12/14/2011		10.79
WAKNT63975	Maint shop; lubricant	12/14/2011		7.82
WAKNT63975	Maint shop; lubricant	12/14/2011		15.65
Check Total:				49.90
Check No: 26361	Check Date: 12/14/2011			
Vendor: 2045	Goodbye Graffiti Seattle			
15239	Everclean program; December	12/14/2011		376.84
Check Total:				376.84
Check No: 26362	Check Date: 12/14/2011			
Vendor: 2388	Graffiti EnviroSafe			
100232	Graffiti removal product	12/14/2011		102.21
100232	Graffiti removal product	12/14/2011		51.11
100232	Graffiti removal product	12/14/2011		102.21
Check Total:				255.53
Check No: 26363	Check Date: 12/14/2011			
Vendor: 0867	Home Depot Credit Services			
9044984	Washers	12/14/2011		3.19
3562536	Aquatics; space heater	12/14/2011		54.29
Check Total:				57.48
Check No: 26364	Check Date: 12/14/2011			
Vendor: 1803	Iron Mountain			
EKH5899	Document storage to 12/31/11	12/14/2011		135.00
Check Total:				135.00
Check No: 26365	Check Date: 12/14/2011			
Vendor: 2389	Jones Lang Lasalle Americas			
R11-009620	Refund overpayment; #B11-0215	12/14/2011		263.30
Check Total:				263.30
Check No: 26366	Check Date: 12/14/2011			
Vendor: 0143	King County Finance			
1635105	Street services; 10/1-10/31/11	12/14/2011		3,301.44
1635105	Street services; 10/1-10/31/11	12/14/2011		216.94
Check Total:				3,518.38
Check No: 26367	Check Date: 12/14/2011			
Vendor: 0204	King County Pet Licensing			
0204-12	Pet license remittance; November	12/14/2011		105.00
Check Total:				105.00
Check No: 26368	Check Date: 12/14/2011			
Vendor: 0641	King County Sheriff's Office			
11-469	Police services; December	12/14/2011		241,252.37
11-456	Police services; November	12/14/2011		241,252.33
Check Total:				482,504.70
Check No: 26369	Check Date: 12/14/2011			
Vendor: 0831	Knotty Tree Service			
503216	Trail system; tree removal, prunings	12/14/2011		2,334.90
Check Total:				2,334.90
Check No: 26370	Check Date: 12/14/2011			
Vendor: 1622	Law Offices of Thomas R Hargan			
11-CV11	Prosecution services through 11/30/11	12/14/2011		4,393.90
Check Total:				4,393.90
Check No: 26371	Check Date: 12/14/2011			
Vendor: 0400	Les Schwab			
556351	#2576; tires	12/14/2011		880.75
Check Total:				880.75
Check No: 26372	Check Date: 12/14/2011			
Vendor: 1989	Richard N. Little Consulting, LLC			
1989-12	Government relations; November	12/14/2011		4,000.00
Check Total:				4,000.00

				<u>Check Amount</u>
Check No: 26373	Check Date: 12/14/2011			
Vendor: 1736	Salina Lyons			
1736-12	Lyons; AICP exam/study guide	12/14/2011		447.19
1736-12	Lyons; AICP exam/study guide	12/14/2011		111.80
			Check Total:	558.99
Check No: 26374	Check Date: 12/14/2011			
Vendor: 1878	MacLeod Reckord			
6349	Covington park; Ph 1, 11/1-11/30/11	12/14/2011		1,791.50
			Check Total:	1,791.50
Check No: 26375	Check Date: 12/14/2011			
Vendor: 1921	Mastermark			
0583398	Executive office - Received; stamp	12/14/2011		31.98
			Check Total:	31.98
Check No: 26376	Check Date: 12/14/2011			
Vendor: 1901	Modern Building Systems, Inc.			
0045537	Maint shop; building lease, 1/1-2/1/12	12/14/2011		284.53
0045537	Maint shop; building lease, 1/1-2/1/12	12/14/2011		569.07
0045537	Maint shop; building lease, 1/1-2/1/12	12/14/2011		569.06
			Check Total:	1,422.66
Check No: 26377	Check Date: 12/14/2011			
Vendor: 1487	NAPA Auto Parts			
6152699	#2768; hinge pin	12/14/2011		9.20
			Check Total:	9.20
Check No: 26378	Check Date: 12/14/2011			
Vendor: 2386	Lesley Nash			
2386	Refund; DWLS fee wrong jurisdiction	12/14/2011		100.00
			Check Total:	100.00
Check No: 26379	Check Date: 12/14/2011			
Vendor: 0682	Nextel Communications			
550142028-	Cellular service; 11/08-12/07	12/14/2011		32.53
550142028-	Cellular service; 11/08-12/07	12/14/2011		246.66
591066496-	Internet connection card, 11/21-12/20/11	12/14/2011		59.99
550142028-	Cellular service; 11/08-12/07	12/14/2011		273.06
550142028-	Cellular service; 11/08-12/07	12/14/2011		84.30
550142028-	Cellular service; 11/08-12/07	12/14/2011		66.97
591066496-	Internet connection card, 11/21-12/20/11	12/14/2011		89.99
591066496-	Internet connection card, 11/21-12/20/11	12/14/2011		59.99
591066496-	Internet connection card, 11/21-12/20/11	12/14/2011		29.99
550142028-	Cellular service; 11/08-12/07	12/14/2011		27.11
550142028-	Cellular service; 11/08-12/07	12/14/2011		103.01
550142028-	Cellular service; 11/08-12/07	12/14/2011		78.61
			Check Total:	1,152.21
Check No: 26380	Check Date: 12/14/2011			
Vendor: 0161	Puget Sound Energy			
7042898374	Streets; electricity, 11/4-12/5/11	12/14/2011		84.35
7042894886	Streets; electricity, 11/4-12/5/11	12/14/2011		68.74
7042897053	Streets; electricity, 11/3-12/3/11	12/14/2011		7,778.20
4077639500	Skate park; electricity, 11/4-12/5/11	12/14/2011		12.92
7042895297	Streets; electricity, 11/4-12/5/11	12/14/2011		9.92
			Check Total:	7,954.13
Check No: 26381	Check Date: 12/14/2011			
Vendor: 1780	Rainier Gravel			
44	#3340; repairs	12/14/2011		651.60
			Check Total:	651.60
Check No: 26382	Check Date: 12/14/2011			
Vendor: 1958	Reber Ranch			
578744	Straw; catch basins	12/14/2011		16.43
			Check Total:	16.43
Check No: 26383	Check Date: 12/14/2011			
Vendor: 2250	SBS Legal Services			
C008	Legal services; November	12/14/2011		5,000.00

				<u>Check Amount</u>
				Check Total: 5,000.00
Check No: 26384	Check Date: 12/14/2011			
Vendor: 1905	Sharp Electronics Corporation			
C733548-70	Copier; usage	12/14/2011		46.61
C733548-70	Copier; usage	12/14/2011		31.07
C733350-70	Copier; usage	12/14/2011		24.75
				Check Total: 102.43
Check No: 26385	Check Date: 12/14/2011			
Vendor: 1774	Shope Concrete Products			
9931468	Paving risers	12/14/2011		682.03
				Check Total: 682.03
Check No: 26386	Check Date: 12/14/2011			
Vendor: 2044	Karla Slate			
2044-12	Slate; PRSA gala, mileage	12/14/2011		31.75
				Check Total: 31.75
Check No: 26387	Check Date: 12/14/2011			
Vendor: 0632	Wayne Snoey			
0632-12	Snoey; meeting, parking/mileage	12/14/2011		42.19
				Check Total: 42.19
Check No: 26388	Check Date: 12/14/2011			
Vendor: 0993	Soos Creek Water & Sewer Dist.			
0700-92790	Maint shop; sewer, 10/1-11/30/11	12/14/2011		41.72
0700-92790	Maint shop; sewer, 10/1-11/30/11	12/14/2011		20.86
0700-92790	Maint shop; sewer, 10/1-11/30/11	12/14/2011		41.72
0700-90680	Aquatics; sewer, 10/1-11/30/11	12/14/2011		1,605.50
				Check Total: 1,709.80
Check No: 26389	Check Date: 12/14/2011			
Vendor: 0736	Sound Security, Inc.			
0572860-IN	Security monitoring; December	12/14/2011		774.00
				Check Total: 774.00
Check No: 26390	Check Date: 12/14/2011			
Vendor: 1158	Sprint Rothhammer Intl, Inc.			
78441A	Aquatics; resale items, goggles/caps	12/14/2011		260.50
				Check Total: 260.50
Check No: 26391	Check Date: 12/14/2011			
Vendor: 0062	Suburban Cities Association			
2006	Harto/Mhoon; networking dinner, 11/16/11	12/14/2011		90.00
				Check Total: 90.00
Check No: 26392	Check Date: 12/14/2011			
Vendor: 2390	T & N Enterprise			
2035	Minor housing repair; #RIOR-08-11	12/14/2011		3,564.25
				Check Total: 3,564.25
Check No: 26393	Check Date: 12/14/2011			
Vendor: 2212	The Tactical Tailor, Inc.			
61523	Ballistic plates/ID badges/gun pouches	12/14/2011		2,280.65
				Check Total: 2,280.65
Check No: 26394	Check Date: 12/14/2011			
Vendor: 2103	US Bancorp Equip Finance Inc.			
192144038	Copier lease, 12/3/11-1/2/12	12/14/2011		150.82
192144038	Copier lease, 12/3/11-1/2/12	12/14/2011		100.54
				Check Total: 251.36
Check No: 26395	Check Date: 12/14/2011			
Vendor: 0046	Verizon Wireless			
971802088-	Maint shop; on call phone, 11/21-12/20	12/14/2011		11.97
971802088-	Maint shop; on call phone, 11/21-12/20	12/14/2011		5.98
971802088-	Maint shop; on call phone, 11/21-12/20	12/14/2011		11.97
				Check Total: 29.92
Check No: 26396	Check Date: 12/14/2011			
Vendor: 0819	Don Vondran			
0819-12	Vondran; APWA meeting, mileage	12/14/2011		27.97
0819-12	Vondran; APWA meeting, mileage	12/14/2011		18.65

				<u>Check Amount</u>
Check Total:				46.62
Check No: 26397	Check Date: 12/14/2011			
Vendor: 2262	Voyager Fleet Systems Inc.			
8692854601	Vehicle fuel	12/14/2011		1,615.61
Check Total:				1,615.61
Check No: 26398	Check Date: 12/14/2011			
Vendor: 2218	WAPRO			
20256	Scott; WAPRO dues, 12/1/11-11/30/12	12/14/2011		75.00
Check Total:				75.00
Check No: 26399	Check Date: 12/14/2011			
Vendor: 0355	WRPA			
11-739	Junkin;Risk management school, materials	12/14/2011		99.20
11-739	Junkin;Risk management school, materials	12/14/2011		49.60
11-739	Junkin;Risk management school, materials	12/14/2011		99.20
Check Total:				248.00
Check No: 26400	Check Date: 12/14/2011			
Vendor: 2391	WSDA			
73200	Dalton; 2012 pesticide license renewal	12/14/2011		13.20
73200	Dalton; 2012 pesticide license renewal	12/14/2011		6.60
73200	Dalton; 2012 pesticide license renewal	12/14/2011		13.20
Check Total:				33.00
Check No: 26401	Check Date: 12/14/2011			
Vendor: 0995	Xerox Corporation			
500242615	B & W Copier; lease	12/14/2011		518.30
500241426	Color Copier; lease	12/14/2011		425.71
Check Total:				944.01
Check No: 26402	Check Date: 12/14/2011			
Vendor: 1894	Diana Ziolkowski			
1894-12	Facility monitoring; 11/30, 12/4	12/14/2011		57.00
1894-12-1	Facility monitoring; 12/11 - 12/13/11	12/14/2011		93.00
Check Total:				150.00
Date Totals:				566,229.76
Report Total:				0.00 566,229.76

December 27, 2011

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 26403 Through Check # 26436

In the Amount of \$108,487.46

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
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

				<u>Check Amount</u>
Check No: 26403	Check Date: 12/27/2011			
Vendor: 1798	AHBL, Inc.			
84816	Land use, SMP Ph. III, 10/26-11/25/11	12/27/2011		390.00
Check Total:				390.00
Check No: 26404	Check Date: 12/27/2011			
Vendor: 0019	AWC Employee Benefits Trust			
100315L	Insurance premiums; January 2012	12/27/2011		20,585.29
100315L	Insurance premiums; January 2012	12/27/2011		5,651.88
100315L	Insurance premiums; January 2012	12/27/2011		5,141.94
100315L	Insurance premiums; January 2012	12/27/2011		5,030.64
100315L	Insurance premiums; January 2012	12/27/2011		8,642.78
Check Total:				45,052.53
Check No: 26405	Check Date: 12/27/2011			
Vendor: 2136	Carbonic Systems, Inc.			
05047029	Aquatics; carbomizer rental	12/27/2011		59.73
Check Total:				59.73
Check No: 26406	Check Date: 12/27/2011			
Vendor: 2366	CenturyLink Business Services			
1191717115	Aquatics; internet/loop, November	12/27/2011		475.00
Check Total:				475.00
Check No: 26407	Check Date: 12/27/2011			
Vendor: 0537	Covington Water District			
104587-12	Crystal view; water, 11/19-12/16/11	12/27/2011		23.48
105731-12	SR516; water, 11/19-12/16/11	12/27/2011		44.90
Check Total:				68.38
Check No: 26408	Check Date: 12/27/2011			
Vendor: 2459	Datec, Inc.			
28975	SECTOR supplies	12/27/2011		275.70
28975	SECTOR equipment with warranty	12/27/2011		4,291.39
28975	SECTOR printer	12/27/2011		434.40
Check Total:				5,001.49
Check No: 26409	Check Date: 12/27/2011			
Vendor: 1983	De Lage Landen Financial Srves			
12036861	Copier lease; 12/15-01/14/12	12/27/2011		120.08
Check Total:				120.08
Check No: 26410	Check Date: 12/27/2011			
Vendor: 0456	Department of Ecology			
2012-WAR04	Stormwater permit; 7/1-12/31/11	12/27/2011		3,696.34
Check Total:				3,696.34
Check No: 26411	Check Date: 12/27/2011			
Vendor: 1996	Facility Maintenance Contracto			
SALES01465	Maint shop; janitorial service, December	12/27/2011		99.60
SALES01465	Maint shop; janitorial service, December	12/27/2011		49.80
SALES01465	Maint shop; janitorial service, December	12/27/2011		99.60
Check Total:				249.00
Check No: 26412	Check Date: 12/27/2011			
Vendor: 0889	Ferrell's Fire Extinguisher Co			
17978	Aquatics; fire extinguisher services	12/27/2011		109.14
Check Total:				109.14
Check No: 26413	Check Date: 12/27/2011			
Vendor: 2460	Melanie Gerard			
8012597	Refund; damage deposit, 12/17 event	12/27/2011		250.00
8012597	Partial refund; room rental, 12/17 event	12/27/2011		125.50
Check Total:				375.50
Check No: 26414	Check Date: 12/27/2011			
Vendor: 1722	Honey Bucket			
1-394566	Skate park; portable toilet, 12/5-1/4/12	12/27/2011		204.75
Check Total:				204.75
Check No: 26415	Check Date: 12/27/2011			
Vendor: 0143	King County Finance			
1638035	Street services; 11/1-11/31/11	12/27/2011		1,470.21

			<u>Check Amount</u>
1638036	Street services; 11/1-11/31/11	12/27/2011	3,074.44
1638037	Street services; 11/1-11/31/11	12/27/2011	1,362.18
Check Total:			5,906.83
Check No: 26416 Check Date: 12/27/2011			
Vendor: 0273 King County Water & Land			
SWMfees#20	SWM billing service charge, 7/1-12/31/11	12/27/2011	4,227.72
CITLAK11Co	2011; Pipe Lake water monitoring service	12/27/2011	3,700.00
CovILA#201	Debt service; 7/1-12/31/11	12/27/2011	4,429.97
Check Total:			12,357.69
Check No: 26417 Check Date: 12/27/2011			
Vendor: 1402 Life Line Screening of America			
8012479	Refund; damage deposit, 12/15 event	12/27/2011	250.00
Check Total:			250.00
Check No: 26418 Check Date: 12/27/2011			
Vendor: 2120 MD Enterprises			
40774	Art panels	12/27/2011	1,753.89
40774	Art panels, use tax	12/27/2011	-138.89
Check Total:			1,615.00
Check No: 26419 Check Date: 12/27/2011			
Vendor: 1688 Mountain Mist			
054257-12	Maint Shop; bottled water, November	12/27/2011	10.59
054257-12	City Hall; bottled water, November	12/27/2011	92.10
054257-12	Maint Shop; bottled water, November	12/27/2011	10.59
054257-12	Aquatics; bottled water, November	12/27/2011	44.57
054257-12	Maint Shop; bottled water, November	12/27/2011	5.30
Check Total:			163.15
Check No: 26420 Check Date: 12/27/2011			
Vendor: 0682 Nextel Communications			
550142028-	Cellular service, 12/08-01/07/12	12/27/2011	246.55
550142028-	Cellular service, 12/08-01/07/12	12/27/2011	78.57
550142028-	Cellular service, 12/08-01/07/12	12/27/2011	84.35
550142028-	Cellular service, 12/08-01/07/12	12/27/2011	67.10
550142028-	Cellular service, 12/08-01/07/12	12/27/2011	270.93
550142028-	Cellular service, 12/08-01/07/12	12/27/2011	27.09
550142028-	Cellular service, 12/08-01/07/12	12/27/2011	102.96
550142028-	Cellular service, 12/08-01/07/12	12/27/2011	32.52
Check Total:			910.07
Check No: 26421 Check Date: 12/27/2011			
Vendor: 2384 Northwest Stormwater Managemen			
2656	Vactoring services; 12/14/11	12/27/2011	3,417.00
Check Total:			3,417.00
Check No: 26422 Check Date: 12/27/2011			
Vendor: 0004 Office Depot			
5885361250	Office supplies	12/27/2011	338.06
5880996740	Returns; Destination Covington supplies	12/27/2011	-29.87
5885361250	Klason; chair mat, photo batteries	12/27/2011	70.46
Check Total:			378.65
Check No: 26423 Check Date: 12/27/2011			
Vendor: 1249 Orca Pacific Inc.			
053610	Aquatics; pool chemicals	12/27/2011	844.67
Check Total:			844.67
Check No: 26424 Check Date: 12/27/2011			
Vendor: 1407 Parametrix, Inc.			
17-31003	Plan review services; 10/30-11/26/11	12/27/2011	1,180.67
Check Total:			1,180.67
Check No: 26425 Check Date: 12/27/2011			
Vendor: 2370 Perteet, Inc.			
20110106.0	Pavement Assessment; 10/31-11/27/11	12/27/2011	850.00
Check Total:			850.00

				<u>Check Amount</u>
Check No:	26426	Check Date:	12/27/2011	
Vendor:	0057	Petty Cash		
0057-12	Vondran; KCPEC meeting, parking	12/27/2011		12.00
0057-12	KC Solid Waste meeting; refreshments	12/27/2011		18.21
Check Total:				30.21
Check No:	26427	Check Date:	12/27/2011	
Vendor:	0161	Puget Sound Energy		
4513241002	Crystal view; electricity, 11/1-12/1/11	12/27/2011		9.92
1777131457	Streets; electricity, 11/1-12/1/11	12/27/2011		104.87
0047532379	Streets; electricity, 11/1-12/1/11	12/27/2011		122.36
5282721009	Aquatics; electricity, 11/1-12/1/11	12/27/2011		2,314.88
5282721009	Aquatics; natural gas, 11/1-12/1/11	12/27/2011		3,829.35
4077636381	Streets; electricity, 11/3-12/3/11	12/27/2011		92.36
7042898077	Streets; electricity, 11/3-12/3/11	12/27/2011		89.56
8732768927	Maint shop; electricity, 11/1-12/1/11	12/27/2011		101.85
8732768927	Maint shop; electricity, 11/1-12/1/11	12/27/2011		101.85
8732768927	Maint shop; electricity, 11/1-12/1/11	12/27/2011		50.93
7042894027	City tree; electricity, 11/3-12/3/11	12/27/2011		9.92
7042894027	Streets; electricity, 11/3-12/3/11	12/27/2011		10.12
7042890538	Streets; electricity, 11/3-12/3/11	12/27/2011		74.26
4513241002	SR 516; electricity, 11/1-12/1/11	12/27/2011		202.03
Check Total:				7,114.26
Check No:	26428	Check Date:	12/27/2011	
Vendor:	1478	Rent Me Storage, LLC		
52866	Maint shop storage, lease, 12/22-1/22	12/27/2011		60.62
52866	Maint shop storage, lease, 12/22-1/22	12/27/2011		30.30
52866	Maint shop storage; interest, 12/22-1/22	12/27/2011		5.99
52866	Maint shop storage; interest, 12/22-1/22	12/27/2011		5.99
52866	Maint shop storage; interest, 12/22-1/22	12/27/2011		2.99
52866	Maint shop storage, lease, 12/22-1/22	12/27/2011		60.62
Check Total:				166.51
Check No:	26429	Check Date:	12/27/2011	
Vendor:	1163	Roto-Rooter Services Co.		
2181647252	Aquatics; floor drain clogged	12/27/2011		335.57
Check Total:				335.57
Check No:	26430	Check Date:	12/27/2011	
Vendor:	1905	Sharp Electronics Corporation		
C735122-70	Copier; usage, 11/14-12/14/11	12/27/2011		25.40
C735122-70	Copier; usage, 11/14-12/14/11	12/27/2011		38.11
Check Total:				63.51
Check No:	26431	Check Date:	12/27/2011	
Vendor:	1903	Sound Publishing, Inc.		
420390	Weekly bulletins; 11/4,11/11,11/18,11/25	12/27/2011		1,396.02
420390	Monthly ads; safety resource guides	12/27/2011		2,975.00
Check Total:				4,371.02
Check No:	26432	Check Date:	12/27/2011	
Vendor:	0281	Standard Insurance Company		
0063555100	Insurance premiums; January 2012	12/27/2011		540.84
0063555100	Insurance premiums; January 2012	12/27/2011		1,366.83
0063555100	Insurance premiums; January 2012	12/27/2011		431.41
0063555100	Insurance premiums; January 2012	12/27/2011		423.86
0063555100	Insurance premiums; January 2012	12/27/2011		267.05
Check Total:				3,029.99
Check No:	26433	Check Date:	12/27/2011	
Vendor:	2461	Tri-Tec Communications, Inc.		
216893	Mitel 3300 MCD phone system; deposit	12/27/2011		9,236.63
Check Total:				9,236.63
Check No:	26434	Check Date:	12/27/2011	
Vendor:	1299	Wal-Mart		
8012705	Refund; damage deposit room rental	12/27/2011		250.00
Check Total:				250.00

			<u>Check Amount</u>
Check No: 26435	Check Date: 12/27/2011		
Vendor: 1408	Washington Workwear Stores Inc		
522	Ogren; gloves	12/27/2011	39.09
Check Total:			39.09
Check No: 26436	Check Date: 12/27/2011		
Vendor: 0789	White River Family Care		
0789-12	Medical bill; inmate Jansen	12/27/2011	175.00
Check Total:			175.00
Date Totals:			108,487.46
Report Total:			0.00 108,487.46

December 23, 2011

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 12/23/11 consisting of:

PAYLOCITY CHECK # 1000285405 through PAYLOCITY CHECK # 1000285415 and PAYLOCITY CHECK # 1000285451 through PAYLOCITY CHECK # 1000285454 inclusive, plus employee direct deposits

IN THE AMOUNT OF \$140,084.35

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.

Robert M. Hendrickson
Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

12/23/2011 Payroll Voucher**Payroll Checks for Account Paylocity Account**

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101644	Regular	12/23/2011	Agnish, Ashley	117.60
101645	Regular	12/23/2011	Kirshenbaum, Kathleen	530.08
101646	Regular	12/23/2011	Lyon, Valerie	1,365.68
101647	Regular	12/23/2011	Matheson, Derek M	4,271.72
101648	Regular	12/23/2011	Mhoon, Darren S	1,242.06
101649	Regular	12/23/2011	Michaud, Joan M	1,748.01
101650	Regular	12/23/2011	Scott, Sharon G	2,579.89
101651	Regular	12/23/2011	Slate, Karla J	2,117.87
101652	Regular	12/23/2011	Hart, Richard	3,326.94
101653	Regular	12/23/2011	Mueller, Ann M	2,204.76
101654	Regular	12/23/2011	Cles, Staci M	1,588.23
101655	Regular	12/23/2011	Hagen, Lindsay K	1,345.74
101656	Regular	12/23/2011	Hendrickson, Robert	3,942.37
101657	Regular	12/23/2011	Parker, Cassandra	2,195.20
101658	Regular	12/23/2011	Harto, Margaret	461.75
101659	Regular	12/23/2011	Lanza, Mark	390.86
101660	Regular	12/23/2011	Mhoon, Marlla	390.86
101661	Regular	12/23/2011	Scott, James A	415.57
101662	Regular	12/23/2011	Wagner, Jeffrey	415.57
101663	Regular	12/23/2011	Dalton, Jesse J	1,694.57
101664	Regular	12/23/2011	Gaudette, John J	1,858.21
101665	Regular	12/23/2011	Junkin, Ross D	2,452.90
101666	Regular	12/23/2011	Marchefka, Joe A	1,793.33
101667	Regular	12/23/2011	Wesley, Daniel A	1,914.99
101668	Regular	12/23/2011	Bykonen, Brian D	2,945.14
101669	Regular	12/23/2011	Christenson, Gregg R	2,522.97
101670	Regular	12/23/2011	Lyons, Salina K	2,138.82
101671	Regular	12/23/2011	Meyers, Robert L	3,023.67
101672	Regular	12/23/2011	Ogren, Nelson W	2,437.13
101673	Regular	12/23/2011	Thompson, Kelly	1,800.85
101674	Regular	12/23/2011	Morrissey, Mayson	2,436.98
101675	Regular	12/23/2011	Bahl, Rachel A	1,506.24
101676	Regular	12/23/2011	Newton, Ethan A	1,908.74
101677	Regular	12/23/2011	Patterson, Clifford	2,228.21
101678	Regular	12/23/2011	Thomas, Scott R	3,192.68
101679	Regular	12/23/2011	Akramoff, Glenn A	3,205.89
101680	Regular	12/23/2011	Bates, Shellie L	1,793.11
101681	Regular	12/23/2011	Buck, Shawn M	1,396.00
101682	Regular	12/23/2011	French, Fred	2,923.03
101683	Regular	12/23/2011	Parrish, Benjamin A	1,636.12
101684	Regular	12/23/2011	Vondran, Donald M	3,211.62
101685	Regular	12/23/2011	Baughan, Jayson H.	72.80
101686	Regular	12/23/2011	Beatty, Kyle B	184.62
101687	Regular	12/23/2011	Campbell, Noel M	176.27

101688	Regular	12/23/2011	Cox, Melissa	251.24
101689	Regular	12/23/2011	Felcyn, Adam	464.24
101690	Regular	12/23/2011	Foxworthy, Rebecca	143.56
101691	Regular	12/23/2011	Halbert, Mitchell S	83.22
101692	Regular	12/23/2011	Houghton, Cassandra L	179.95
101693	Regular	12/23/2011	Kiselyov, Tatyana	505.70
101694	Regular	12/23/2011	Lusebrink, Christa	169.91
101695	Regular	12/23/2011	MacConaghy, Hailey	543.02
101696	Regular	12/23/2011	Mohr, Emily A	93.61
101697	Regular	12/23/2011	Mooney, Lynell	356.81
101698	Regular	12/23/2011	Praggastis, Alexander	450.82
101699	Regular	12/23/2011	Reynolds, Taylor	96.42
101700	Regular	12/23/2011	Beaufrere, Noreen	2,618.19
101701	Regular	12/23/2011	Throm, Victoria J	1,803.90
1000285405	Regular	12/23/2011	Lucavish, David	415.57
1000285406	Regular	12/23/2011	Snoey, Wayne	188.36
1000285407	Regular	12/23/2011	Carkeek, Lena	386.67
1000285408	Regular	12/23/2011	Cochran, Neil A	35.23
1000285409	Regular	12/23/2011	Davidson, Trevor M	26.01
1000285410	Regular	12/23/2011	Eastin, Tatiana	445.74
1000285411	Regular	12/23/2011	Johansen, Andrea	211.58
1000285412	Regular	12/23/2011	Middleton, Jordan	94.98
1000285413	Regular	12/23/2011	Milburn, Matthew	87.47
1000285414	Regular	12/23/2011	Panzer, Erika	263.24
1000285415	Regular	12/23/2011	Tran, Jenifer	52.00

Totals for Payroll Checks 69 Items 91,073.09

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101702	AGENCY	12/23/2011	ICMA Retirement Trust	14,401.49
101703	AGENCY	12/23/2011	Vantagepoint Transfer Agent-	348.55
101704	AGENCY	12/23/2011	Paylocity Corporation	125.00
101705	AGENCY	12/23/2011	ICMA Retirement Trust	11,887.04
101706	AGENCY	12/23/2011	ICMA Retirement Trust	1,598.00
101707	AGENCY	12/23/2011	HRA VEBA Trust	1,050.00
1000285451	AGENCY	12/23/2011	City of Covington	2,725.56
1000285452	AGENCY	12/23/2011	City of Covington Employee	72.00
1000285453	AGENCY	12/23/2011	WASH CHILD SUPPORT	110.41
1000285454	AGENCY	12/23/2011	United Way of King County	18.00

Totals for Third Party Checks 10 Items 32,336.05

Tax Liabilities	16,513.11
Paylocity Fees	162.10

Grand Total \$ 140,084.35

January 6, 2012

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 01/06/12 consisting of:

PAYLOCITY CHECK # 1000308708 through PAYLOCITY CHECK # 1000308716 and
PAYLOCITY CHECK # 1000308732 through PAYLOCITY CHECK # 1000308734 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$138,106.36

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.

Robert M. Hendrickson
Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

01/06/12 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101713	Regular	1/6/2012	Agnish, Ashley	167.58
101714	Regular	1/6/2012	Kirshenbaum, Kathleen	614.81
101715	Regular	1/6/2012	Lyon, Valerie	1,367.61
101716	Regular	1/6/2012	Matheson, Derek M	7,911.29
101717	Regular	1/6/2012	Mhoon, Darren S	1,243.89
101718	Regular	1/6/2012	Michaud, Joan M	1,669.51
101719	Regular	1/6/2012	Scott, Sharon G	2,582.96
101720	Regular	1/6/2012	Slate, Karla J	2,158.89
101721	Regular	1/6/2012	Hart, Richard	3,337.13
101722	Regular	1/6/2012	Mueller, Ann M	2,207.27
101723	Regular	1/6/2012	Cles, Staci M	1,624.72
101724	Regular	1/6/2012	Hagen, Lindsay K	1,334.28
101725	Regular	1/6/2012	Hendrickson, Robert	3,960.25
101726	Regular	1/6/2012	Parker, Cassandra	2,178.81
101727	Regular	1/6/2012	Dalton, Jesse J	1,512.89
101728	Regular	1/6/2012	Gaudette, John J	1,792.20
101729	Regular	1/6/2012	Junkin, Ross D	2,459.44
101730	Regular	1/6/2012	Marchefka, Joe A	1,796.41
101731	Regular	1/6/2012	Wesley, Daniel A	2,229.57
101732	Regular	1/6/2012	Bykonen, Brian D	2,955.33
101733	Regular	1/6/2012	Christenson, Gregg R	2,975.00
101734	Regular	1/6/2012	Lyons, Salina K	2,138.48
101735	Regular	1/6/2012	Meyers, Robert L	3,035.79
101736	Regular	1/6/2012	Ogren, Nelson W	2,439.05
101737	Regular	1/6/2012	Thompson, Kelly	1,763.08
101738	Regular	1/6/2012	Morrissey, Mayson	2,473.37
101739	Regular	1/6/2012	Bahl, Rachel A	1,511.31
101740	Regular	1/6/2012	Newton, Ethan A	1,958.20
101741	Regular	1/6/2012	Patterson, Clifford	2,288.18
101742	Regular	1/6/2012	Thomas, Scott R	3,194.55
101743	Regular	1/6/2012	Akramoff, Glenn A	3,214.61
101744	Regular	1/6/2012	Bates, Shellie L	1,807.56
101745	Regular	1/6/2012	Buck, Shawn M	1,400.13
101746	Regular	1/6/2012	French, Fred	2,081.71
101747	Regular	1/6/2012	Parrish, Benjamin A	1,642.17
101748	Regular	1/6/2012	Vondran, Donald M	3,193.46
101749	Regular	1/6/2012	Beatty, Kyle B	5.21
101750	Regular	1/6/2012	Campbell, Noel M	13.00
101751	Regular	1/6/2012	Felcyn, Adam	13.39
101752	Regular	1/6/2012	Foxworthy, Rebecca	15.60
101753	Regular	1/6/2012	Halbert, Mitchell S	5.21
101754	Regular	1/6/2012	Houghton, Cassandra L	13.00
101755	Regular	1/6/2012	Kiselyov, Tatyana	116.11
101756	Regular	1/6/2012	Lusebrink, Christa	11.27
101757	Regular	1/6/2012	MacConaghy, Hailey	348.51
101758	Regular	1/6/2012	Middleton, Jordan	5.36
101759	Regular	1/6/2012	Mohr, Emily A	15.60
101760	Regular	1/6/2012	Mooney, Lynell	6.63

101761 Regular	1/6/2012	Perko, John	2.68
101762 Regular	1/6/2012	Praggastis, Alexander	206.51
101763 Regular	1/6/2012	Reynolds, Taylor	53.57
101764 Regular	1/6/2012	Beaufriere, Noreen	2,630.20
101765 Regular	1/6/2012	Throm, Victoria J	1,807.04
1000308708 Regular	1/6/2012	Newell, Nancy	36.01
1000308709 Regular	1/6/2012	Baughan, Jayson H.	540.32
1000308710 Regular	1/6/2012	Carkeek, Lena	234.26
1000308711 Regular	1/6/2012	Cochran, Neil A	2.60
1000308712 Regular	1/6/2012	Eastin, Tatiana	2.68
1000308713 Regular	1/6/2012	Hatch, Jenessa	5.53
1000308714 Regular	1/6/2012	Johansen, Andrea	2.77
1000308715 Regular	1/6/2012	Milburn, Matthew	2.68
1000308716 Regular	1/6/2012	Panzer, Erika	92.47

Totals for Payroll Checks 62 Items 88,409.70

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101766	AGENCY	1/6/2012	ICMA Retirement Trust	14,164.93
101767	AGENCY	1/6/2012	Vantagepoint Transfer Agent-	348.55
101768	AGENCY	1/6/2012	Paylocity Corporation	125.00
101769	AGENCY	1/6/2012	City of Covington Employee	72.00
101770	AGENCY	1/6/2012	ICMA Retirement Trust	12,141.50
101771	AGENCY	1/6/2012	ICMA Retirement Trust	1,233.00
101772	AGENCY	1/6/2012	ICMA Retirement Trust	200.00
101773	AGENCY	1/6/2012	HRA VEBA Trust	1,050.00
1000308732	AGENCY	1/6/2012	City of Covington	2,774.60
1000308733	AGENCY	1/6/2012	WASH CHILD SUPPORT	110.41
1000308734	AGENCY	1/6/2012	United Way of King County	14.00
Totals for Third Party			11 Items	32,233.99

Tax Liabilities	17308.97
Paylocity Fees	153.70
Grand Total	<u><u>\$138,106.36</u></u>

Consent Agenda Item C-3

Covington City Council Meeting

Date: January 10, 2012

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH KING COUNTY FOR THE WASTE REDUCTION AND RECYCLING PROGRAM FOR 2012 – 2013.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Contract No. 529823 for 2012 – 2013 Waste Reduction and Recycling Program

PREPARED BY: Shellie Bates, Office Supervisor/Public Works

EXPLANATION:

The City of Covington has received and used grant monies for this program in the past to provide the community with waste reduction and recycling event opportunities. This grant provides partial compensation for activities outlined in the Olympic Environmental Resources (OER) agreement adopted by the City Council in December of 2011. The Fiscal Year 2012 Budget has incorporated these revenue streams and associated expenditures.

The City of Covington uses grant funds to provide the community with two Residential Recycling Collection Events and one Business Recycling Collection Event each year. This contract is for a period of two years, which ends December 31, 2013, and for \$51,443 to carry out recycling collection events during 2012 and 2013.

ALTERNATIVES:

If the grant funds are not approved by the City Council then the service will not be provided to the citizens of Covington.

FISCAL IMPACT:

There is no net cost to the City of Covington. This grant money has been included in the 2012 budget in the Central Services Fund under Professional Services. By combining funds from three separate grants, the city is able to provide the recycling programs by contracting with a private company for provision of the services with 100% of the costs covered, including city staff time.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute a grant agreement for the Waste Reduction and Recycling Program for 2012 - 2013.

REVIEWED BY: City Manager, City Attorney, Finance Director

ATTACHMENT 1

CONTRACT # 529823

INTERAGENCY AGREEMENT FOR 2012-2013

Between

KING COUNTY and the CITY OF COVINGTON

This two-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Covington, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

PREAMBLE

King County and the City of Covington adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B. Grant funding for this program is subject to the yearly budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Covington by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2012 shall not exceed \$25,721. The City understands that even though this Agreement is two years in duration, funding for this program is subject to the yearly budget approval process of the King County Council.
2. This Agreement provides for distribution of 2012 and 2013 grant funds to the City. However, 2013 funds are not available until January 1, 2013, and 2013 funding is contingent upon King County Council approval of the 2013 King County budget. The County shall notify the City in writing of the funding status.
3. During the two-year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
 - a. a description of each activity accomplished pertaining to the scope of work; and
 - b. reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the City's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2014.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on January 31, 2013 and March 31, 2014.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2013 and January 2014, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2014.

5. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
6. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2016.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process and that provision of funds for these events is not guaranteed for the second year of the grant program.
17. This project shall be administered by Shellie Bates, Office Supervisor; 16720 SE 271st Street, Suite 100; Covington, WA 98042; (253) 638-1110 Ext. 2238; SBates@ci.covington.wa.us, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's yearly budget approval process. Provided that the funds are allocated through the King County Council's yearly budget approval process, grant funding to the City will include a base allocation of \$5,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. The City of Covington's budgeted grant funds for 2012 are \$25,721. This includes \$10,695 for providing Recycling Collection Events to residents of unincorporated King County that are included in the carrier routes as provided to the City by the County and as listed in Exhibit A. Unspent 2012 funds may be carried over to 2013, but 2013 funds will not carry over to 2014.
3. The City of Covington's estimated grant funds for 2013 are \$25,721. 2013 funds are not available until January 1, 2013, and 2013 funding is contingent upon King County Council approval of the 2013 King County budget. Following approval of the 2013 King County budget, the County's grant program administrator will notify the City of the final 2013 grant funding in writing.
4. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
5. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Covington" and/or "text provided courtesy of the City of Covington."
6. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
7. The waste reduction and recycling grant program shall be administered by Morgan John, Project Manager of the King County Solid Waste Division.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2012 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2012 and shall terminate on June 30, 2014. The City shall not incur any new charges after December 31, 2013. However, if execution by either Party does not occur until after January 1, 2012, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2012 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II. A of the Agreement.

IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee,
King County Solid Waste Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

If to the City:

Shellie Bates, Office Supervisor
City of Covington, Public Works Department
16720 SE 271st Street, Suite 100
Covington, WA 98042

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City

King County

(Title)

BY _____
Kevin Kiernan, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

Date

Exhibit A
King County Waste Reduction and Recycling Grant Program
City of Covington
2012/13 Scope of Work

A. Basic Information

1. City of Covington

2. Grant project manager: Shellie Bates
Office Supervisor
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042
TEL - (253) 638-1110 - Ext. 2238
FAX - (253) 638-1122
Email - sbates@covingtonwa.gov

3. Consultant name: Paul Devine
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 938-8262
FAX - (206) 938-9873
Email – pauldevine@msn.com

4. Budget: 2012
\$25,721.00 (This includes the City's base allocation of \$15,026.00 plus \$10,695.00 for serving unincorporated KC residents at Covington Recycling Collection Events in 2012).

2013
\$25,722.00 (This includes the City's base allocation of \$15,027 plus 10,695.00 for serving unincorporated KC residents at Covington Recycling Collection Events in 2013).

Total: \$51,443.00

B. Scope of Work

1. Task One: Recycling Collection Events

A. Schedule - Spring and Fall, 2012/13

B. Task Activities

- Total Number of Recycling Collection Events – Four
- Materials to be collected:
 - Appliances
 - Refrigerators and Freezers+
 - Ferrous Metals
 - Non-ferrous Metals
 - Tires+
 - Lead Acid Batteries
 - Household Batteries
 - Porcelain Toilets and Sinks+
 - Propane Tanks+
 - Cardboard
 - Reusable Household Goods
 - Textiles
 - Used Motor Oil
 - Used Motor Oil Filters
 - Used Antifreeze
 - Used Petroleum Based Products
 - Bulky Yard Debris
 - Clean Scrap Wood
 - Electronic Equipment
 - +User fees apply
- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
- Event promotional methods
 - This event will be coordinated with King County and flyers will be sent to King County Solid Waste Division, Covington, and surrounding King County households.
 - By distributing a promotional flyer through direct mailings.
 - By notices in City newsletters (whenever possible).
 - By posting a notice at City Hall and the City web site (if available).
 - By publicizing the event through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2012/13 volumes and vehicles with prior

year's events

D) Task Budget: \$46,356.00

Estimated Costs	2012/13	2012	2012	2012	2013	TOTAL
	WRR	LHWMP	CPG	WRR	WRR	
City Staff Costs	\$1,200.00	\$600.00	\$0.00	\$600.00	\$600.00	\$1,800.00
Management/Staffing/Admin/Graphics	\$16,279.00	\$4,536.56	\$3,864.50	\$8,139.00	\$8,140.00	\$24,680.06
Event Staff Costs	\$7,920.00	\$0.00	\$1,842.50	\$3,960.00	\$3,960.00	\$9,762.50
Collection/Hauling Costs	\$0.00					
Wood Waste	\$1,000.00	\$0.00	\$1,000.00	\$500.00	\$500.00	\$2,000.00
Scrap Metal, Appliances, etc.	\$3,000.00	\$0.00	\$2,500.00	\$1,500.00	\$1,500.00	\$5,500.00
Tires	\$3,000.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00	\$3,000.00
Used Oil/Antifreeze/Paint	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
Batteries	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
Printing/Mailing	\$11,857.00	\$0.00	\$3,543.50	\$4,885.00	\$6,972.00	\$15,400.50
Event Supplies	\$500.00	\$250.00	\$0.00	\$250.00	\$250.00	\$750.00
Other Expenses - rentals, etc	\$1,600.00	\$411.78	\$0.00	\$800.00	\$800.00	\$2,011.78
TOTALS	\$46,356.00	\$8,898.34	\$12,750.50	\$22,134.00	\$24,222.00	\$68,004.84

NOTE: Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 14,500 promotional flyers to Covington and King County households per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 80-100 tons of material from the local waste stream per year. Covington will send promotional flyers to King County households included in the following carrier routes:

Zip Code	Routes
98042	C035, R002, R003, R004, R005, R007, R008, R009, R012

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The event will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology may pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Covington can reduce the amount of recyclable material finding their way to the local landfill. The City of Covington has a population of approximately 17,600. The City expects, based on past events, that 1,250-1,450 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 80-100 tons of material diverted from the local waste stream for recycling per year.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County

recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials.

2. Task Two: Business Recycling Event

A) Task Schedule: Summer, 2012/13

B) Task Activities:

- Total Number of Business Recycling Events – Two
 - Task Description - The City will implement two Business Recycling Events. The events will be held on a summer weekday at a central location in Covington. The City plans to co-host these events with the City of Maple Valley.
 - Materials to be collected:
 - Clean Scrap Wood/Pallets
 - Electronic/Computer Equipment
 - Computer Monitors++
 - TV Sets++
 - Refrigerators and Freezers+
 - Office Recyclables/Cardboard
 - Toner Cartridges
 - Cellular phones
 - Plastics
 - Other materials if feasible
- +User fees apply ++City may not collect and refer businesses to E-Cycle sites
- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
 - Event promotional methods
 - By distributing a promotional flyer through direct mailings.
 - By notices in City/community newsletters/and local newspapers (whenever possible).
 - By posting a notice on the City cable channel and web site (if available).
 - By publicizing the event through the King County Solid Waste Division Promotional Activities.
 - Task evaluation. Event reports will include:
 - Number of vehicles attending
 - Volume of each material collected
 - Event cost by budget category

- Event comments
- Graphic or tabular comparison of 2012/13 volumes and vehicles with prior year's events

C) Task Budget: \$3,000.00

ESTIMATED COSTS	2012 Cost	2013 Cost	2012/13 Total
Administration and Supplies	\$100.00	\$100.00	\$200.00
Consultant and Contractor Services	\$1,250.00	\$1,250.00	\$2,500.00
Flyer - Printing and Distribution Costs	\$150.00	\$150.00	\$300.00
Total	\$1,500.00	\$1,500.00	\$3,000.00

The business events will be funded with use of King County WR/R grant funds and State Department of Ecology funds. Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 300 promotional flyers to Covington businesses per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 2-4 tons of material from the Covington businesses waste stream over a two-year period. The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling.

F) Task Impact Objectives:

By hosting Business Collection Events, Covington can reduce the amount of recyclable material finding their way to the local landfill. The City of Covington has an employee population of approximately 4,600. The City expects, based on past events, that 75-100 businesses will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 2-4 tons of material diverted from the local waste stream for recycling.

In addition to diverting materials from the City waste stream, attracting businesses to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of business and improve behavior in purchase, handling, and disposal of recyclable materials.

3. Task Three: Purchase Products Made From Recycled Materials

B) Task Activities:

In order to support the recycling industry and close the recycling loop, the City of Covington would like to purchase and distribute products made from recycled materials in 2012. Doing so will support recycling collection programs and help ensure the success of the recycling industry. The City of Covington will support recycling programs by distributing recycle content rain barrels/compost bins to City residents. The rain barrels/compost bins weigh approximately 40-50 pounds each and divert roughly twice that

amount of plastic material from the waste stream when produced. The number of rain barrels distributed will be based on the size and quality of the barrel selected. The City of Covington will work to promote rain barrels/compost bins distribution to City residents and distribute the rain barrels/compost bins at the City Recycling Collection Events. The City will sell the bins for \$25 each.

C) Task Budget: \$2,087.00

Recycled Product Purchase	2012 Cost	2013 Cost	2012/13 Cost
Distribute Compost Bins/Rain Barrels	\$2,087.00	\$0.00	\$2,087.00
TOTAL	\$2,087.00	\$0.00	\$2,087.00

D) Task Performance and Impact Objectives:

The goal of this program is to help ensure the success of the recycling industry by adding to the demand for products made from recycled materials. By distributing recycle content barrels/compost bins, the City of Covington will divert recyclable materials from the waste stream. The City of Covington will distribute recycled content barrels/compost bins to City residents, which will help promote recycled products. The City of Covington will work to promote the barrels/compost bins to City residents for installation and use at resident households.

Grant Guidelines

Program Eligibility:

Grant funds may be used for any of the programs previously funded by the City Optional and Waste Reduction Recycling Programs, including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the Program Eligibility section below.

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (206-296-8443).

Eligible for funding:

- School WR/R education/implementation programs
- Kitchen food waste composting programs
- Reusable bag promotions
- Yard waste subscription promotions
- Outreach at community events
- Promoting new and existing WR/R programs through media, mail, and social networking
- Business recognition programs
- Recycling Collection Events, including collection of tires and mattresses
- Business, WR/R, residential education/communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities
- Videos promoting WR/R programs

The following are eligible for funding on a case-by-case basis, as long as part of an overall WR/R Program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.

- Water Conservation - i.e. Rain Barrels
- Energy Conservation
- Water Quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

The following are not eligible for funding:

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Collection of any household hazardous waste items including, but not limited to:
 - > Treated wood
 - > Paint
 - > Lead acid batteries
 - > Oil, gasoline, and antifreeze
 - > Florescent lights
- Household Hazardous Waste Education Programs

Cities should pursue funding through LHWMP or CPG for Household Hazardous Waste collection or education programs.

Grant Administration:

Requests for Reimbursement:

Cities may submit as few as two requests for reimbursement during the funding cycle, with the first request due by January 31, 2013 and the final request due no later than March 15, 2014. However, cities may submit requests for reimbursement as frequently as quarterly. Quarterly requests should be submitted on April 30, July 31, Oct. 31 and Jan 31 of each year, except for the final request for reimbursement, which is due no later than March 15, 2014. The Budget Summary Report Form (Attachment 4) must be used when submitting requests for reimbursement.

By December 31st of each year of the grant cycle, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.

Progress and Final Reports:

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2014. (Note: The final request for reimbursement would still need to be submitted by March 15, 2014.) All Progress and Final Reports need to be signed by a city official. Signed reports may be submitted via facsimile.

Amendments:

Formal amendments to grant ILAs are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact the Division when considering changes to their scopes and budgets to determine if a formal amendment is needed.

SUBJECT: RATIFY THE CITY MANAGER’S SIGNATURE ON AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SEATAC, DES MOINES, COVINGTON, PACIFIC, AND TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM.

RECOMMENDED BY: Victoria Throm, Personnel & Human Services Analyst

ATTACHMENT(S):

1. Interlocal Agreement, including Exhibit 1 - *Cities General Requirements*

PREPARED BY: Victoria Throm, Personnel & Human Services Analyst

EXPLANATION:

The purpose of this Interlocal Agreement is to continue the cooperative arrangement between the cities to consolidate the funding process and implementation of a minor home repair program. This Interlocal will increase the efficiency of administering the program while decreasing administrative costs.

The minor home repair program is funded by a Community Development Block Grant. Covington has participated in this joint agreement since 2010. The City of Tukwila acts as the fiscal and administrative agent with King County for implementation of the Block Grant on behalf of the other cities.

There are two changes to the Interlocal for 2012:

- Addition of the City of Pacific, which increased the grant by \$25,000
- F. 5) Duration. This Interlocal shall become effective when it is approved by the cities and shall remain in effect on an ongoing basis so long as funds are available for the minor home repair program.

ALTERNATIVES: Not to participate in the Interlocal Agreement

FISCAL IMPACT: Loss of \$24,000 from Community Development Block Grant Funds

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

Councilmember _____ moves, Councilmember _____ seconds, to ratify the City Manager’s signature on an Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington, Pacific and Tukwila for planning, funding, and implementation of a joint minor home repair program.

REVIEWED BY: Derek Matheson, City Manager

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC, DES MOINES, COVINGTON, PACIFIC AND THE CITY OF TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM

THIS INTERLOCAL AGREEMENT (“Interlocal”) is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by the City of SeaTac (“SeaTac”), the City of Des Moines (“Des Moines”), the City of Covington (“Covington”), the City of Pacific (“Pacific”), and the City of Tukwila (“Tukwila”), hereinafter referred to as “City” or “Cities,” to provide for planning, funding, and implementation of a minor home repair program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in south King County; and

WHEREAS, through the Interlocal Cooperation Act, Chapter 39.34 RCW, the Cities have the authority to engage in cooperative efforts that will result in more efficient use of government resources;

NOW, THEREFORE, and in consideration of the terms, conditions, and performances made herein, it is agreed as follows:

1. Purpose. The purpose of this Interlocal is to set up a cooperative arrangement between the Cities to consolidate the funding process and implementation of a minor home repair program. This Interlocal will increase the efficiency of administering the program while decreasing administrative costs.

2. Responsibilities.

A. Tukwila’s Duties.

1) Contract and act as the fiscal and administrative agent with King County for the implementation of a Block Grant for a minor home repair program for Des Moines, Tukwila Covington, Pacific, and SeaTac.

2) Maintain required documentation and prepare required reports for King County consistent with the County’s requirements regarding the use of Community Development Block Grant funds.

3) Maintain accounts and records that properly reflect transactions related to this Interlocal.

4) Responsible for reimbursing participating cities and submitting required paperwork to King County.

5) Responsible for the implementation of the minor home repair program within Tukwila in accordance with terms specified in the Block Grant contract between Tukwila and King County.

6) Review and pay invoices for any services performed in Tukwila pursuant to this Interlocal.

7) Reimburse SeaTac, Covington, Pacific, and Des Moines on an as received basis for any invoices received pursuant to this Interlocal.

B. SeaTac's Duties

1) Responsible for the implementation of the minor home repair program within SeaTac in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in SeaTac pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

C. Des Moines' Duties

1) Responsible for the implementation of the minor home repair program within Des Moines in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Des Moines pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

D. Covington's Duties

1) Responsible for the implementation of the minor home repair program within Covington in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Covington pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

E. Pacific's Duties

1) Responsible for the implementation of the minor home repair program within Pacific in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Pacific pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

F. Cities' Joint Duties

1) Subcontract with an agency/contractors that will perform qualified home repairs in Tukwila, SeaTac, Covington, Pacific and Des Moines in accordance with King County's Block Grant program and applicable city policies.

2) No City shall use more funds than have been annually allocated to it by King County for a minor home repair program. However, if a City is unable to spend its portion of the funds by the 3rd quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair.

3) Abide by additional requirements outlined in Exhibit 1.

4) The Cities agree to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract: "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, 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 negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

5) Duration. This Interlocal shall become effective when it is approved by the Cities and shall remain in effect on an ongoing basis so long as funds are available for the minor home repair program.

6) Termination. Any City may terminate this Interlocal without cause by giving the other Cities a thirty-day written notice. The terminating City shall remain fully responsible for meeting its funding responsibilities to date up to the point of termination and other obligations established by this Interlocal through the end of the calendar year in which such notice is given.

7) Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
SeaTac	Human Services Manager, currently Colleen Brandt-Schluter 4800 S. 188 th Street, SeaTac, WA 98188 206.973.4815; cbschluter@ci.seatac.wa.us
Des Moines	Code Enforcement Officer, currently Nancy Uhrich 21630 11 th Ave S, Suite D Des Moines, WA 98198-6398 206-870-6558; nuhrich@desmoineswa.gov
Covington	Personnel Division/Human Services, currently Victoria Throm 16720 SE 271 st Street, Ste. 100 Covington, WA 98042 253-638-1110 Ext. 2237; Vthrom@ci.covington.wa.us
Pacific	Community Services Director, currently Linda Morris 100 3 rd Ave SE Pacific, WA 98047 253-929-1150; lmorris@ci.pacific.wa.us
Tukwila	Human Services Manager, currently Evelyn Boykan 6200 Southcenter Blvd, Tukwila, WA 98188 206.433.7180; eboykan@tukwilaWA.gov

8) Indemnification. Each City agrees to indemnify the other City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs arising out of claims by third parties for breach of contract, property damage, and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9) Insurance. Each City shall procure and maintain in full force throughout the duration of the Interlocal comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

10) Applicable Law; Venue; Attorney's Fees. This Interlocal shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Interlocal, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

11) Counterparts. This document may be executed in any number of counterparts, each of which shall be considered an original.

12) Amendment or Modification. This Interlocal may be amended or modified in writing with the mutual consent of the Cities.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this _____ day of _____, 2012.

CITY OF SEATAC

CITY OF TUKWILA

By: _____
Todd Cutts, City Manager

By: _____
Jim Haggerton, Mayor

Date: _____

Date: _____

Attest: _____
[Printed Name]
Title: _____

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Approved As To Form:

Mark S. Johnsen, Sr. Assistant City Attorney

Shelley M. Kerslake, City Attorney

CITY OF DES MOINES

By: _____
Derek Matheson, City Manager

By: _____
Anthony A. Piasecki, City Manager

Date: _____

Date: _____

Attest: _____
[Printed Name]
Title: _____

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Approved As To Form:

Sara Springer, City Attorney

Susan Mahoney, Assistant City Attorney
CITY OF COVINGTON

CITY OF PACIFIC

By: _____
Richard Hildreth, Mayor

Date: _____

Attest: _____

[Printed Name]

Title: _____

Approved As To Form:

Albert Albuan, City Attorney

EXHIBIT A

Interlocal Between the Cities For Planning, Funding, and Implementation of a Joint Minor Home Repair Program

CALENDAR YEAR 2012

Name of Agencies	Participating Cities & Tentative Funding	
Qualified contractors	Tukwila - Lead City	\$??,000
	Des Moines	\$??,000
	SeaTac	\$??,000
	Covington	\$??,000
	Pacific	\$??,000
	Administrative	\$??,000
	TOTAL	\$125,000

EXHIBIT 1
CITY OF SEATAC, DES MOINES, COVINGTON, PACIFIC AND THE CITY OF TUKWILA
GENERAL REQUIREMENTS

The following additional requirements apply to each exhibit that is part of this Contract and funded with federal Community Development Block Grant (CDBG) Program funds.

I. ADDITIONAL REQUIREMENTS—COMPENSATION AND METHOD OF PAYMENT

A. Municipal Corporations

If the Agency is a municipal corporation, costs for which the Agency requests reimbursement shall comply with the policies, guidelines and requirements of the United States Office of Management and Budget (OMB) Circular No. A-87, "Cost Principles For State, Local and Indian Tribal Governments" and those sections of 24 Code of Federal Regulations (CFR) Part 85 "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" identified at 24 CFR § 570.502(a) Applicability of Uniform Administrative Requirements.

B. Not-for-profit Corporations

If the Agency is a nonprofit corporation, costs for which the Agency requests reimbursement shall comply with the policies, guidelines and requirements of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," and the sections of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, identified at 24 CFR 570.502 (b), Applicability of Uniform Administrative Requirements. This subsection shall not apply to an agency that is identified in this Contract as a Community Based Development Organization under 24 CFR §570.204(c)(1).

C. Excess Federal Funds

CDBG funds on hand shall not exceed \$5,000 if retained beyond three days unless written approval is received from the County. Any reimbursement in excess of the amount required shall be promptly returned to the County.

D. Program Income

The Agency shall report the receipt and expenditure of all CDBG Program Income, as defined in 24 CFR § 570.500(a), that is generated under this Contract for the purposes specified herein or generated through the project(s) funded under this Contract. All Program Income is to be returned to the County unless the County specifies that it may be retained by the Agency. If the County authorizes the Agency to retain the Program Income to continue or benefit a project or projects, the Agency shall comply with all provisions of the Contract in expending the funds. This duty to repay the County shall not

be diminished or extinguished by the prior termination of the Contract pursuant to Section XI, Termination of the Agency Services and Public Entity Services Contracts, or Section IX, Termination of the Special Projects Contract.

II. ADDITIONAL REQUIREMENTS—MAINTENANCE OF RECORDS

A. Federal Exceptions to Retention Requirements

Exceptions to the six year retention period specified in Section VI, Maintenance of Records of the Agency Services and Public Entity Services Contracts or Section V Evaluations, Records and Inspections of the Special Projects Contract are as follows:

1. Records that are the subject of audit findings, litigation, or claims shall be retained until such findings, litigation or claims have been resolved; and
2. The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the County.

B. Financial Management Records

Financial records shall identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 CFR § 85.20 and the OMB Circular A-87 for governmental agencies, 24 CFR § 84.21 and OMB Circular A-122 for Nonprofit Corporations. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

C. Employment Records

If the Agency is a municipal corporation, it agrees to maintain the following data for each of the Agency's operating units funded in whole or in part with CDBG funds provided under this Contract.

1. Employment data with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form.
2. Documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap.

D. Records Regarding Remedy of Past Discrimination

The Agency shall maintain documentation of the affirmative action measures the Agency has taken to overcome prior discrimination if a court or Housing and Urban Development (HUD) has found that the Agency has previously discriminated against persons on the grounds of race, color, national origin or sex in administering a program or activity funded in whole or in part with CDBG funds pursuant to 24 CFR Part 121.

E. Additional Records

The Agency shall maintain separate files for each program exhibit including:

1. Notice of Grant Award;

2. Motions, resolutions or minutes documenting Board or Council actions;
3. Correspondence regarding budget revision requests;
4. Copies of all invoices and reports submitted to the County;
5. Bills for payment;
6. Copies of approved invoices and warrants; and
7. Records documenting that costs reimbursed with funding provided under this Exhibit are allowable in accordance with the applicable OMB Circular. Such records include, but are not limited to the following.
 - a. Personnel costs - payroll time sheets for actual salary and fringe benefit costs; time sheets shall signed by a supervisor and, if less than full time, annotated to document percent of time charged against this Exhibit.
 - b. Staff travel - documentation of mileage charges for private auto.
 - c. Copy machine use, postage, telephone use, and office supplies - when these costs are shared with other programs and no invoice is available, log sheets or annotated invoices.
8. Documentation of the solicitation process used to select vendors and subcontractors along with original purchase orders and subcontracts.

III. ADDITIONAL REQUIREMENTS—NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Additional Federal Nondiscrimination Requirements

The Agency shall comply with all applicable federal laws prohibiting discrimination, including the following:

1. Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107; and
2. Section 109 of the Housing and Community Development Act of 1974, as amended 42 United States Code (USC) 5301.

B. Prohibited Discriminatory Actions

The Agency may not, under any program or activity to which this Contract may apply, directly or through contractual or other arrangements, discriminate on the grounds of age, color, creed, familial status, marital status, nationality, religion, race, sex, sexual orientation, or the presence of any, physical, mental or sensory disability. Discriminatory actions may include, but are not limited to, the following:

1. Denying any person access to facilities, services, financial aid or other benefits provided under the program or activity;

2. Denying any person services due to limited English proficiency;
3. Providing any person with facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
4. Subjecting any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;
5. Restricting in any way access to or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
6. Treating any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
7. Denying any person any opportunity to participate in a program or activity as an employee.

C. Employment Projections

In all solicitations under this Contract, the Agency shall state that all qualified applicants will be considered for employment. The words “equal opportunity employer” in advertisements shall constitute compliance with this Section.

IV. ADDITIONAL REQUIREMENTS—NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

In soliciting subcontractors to supply goods or services for the activities under this Contract, the Agency shall comply with 24 CFR § 85.36(e) as amended if the Agency is a municipal corporation, and 24 CFR § 84.44(b)(1)-(5) if the Agency is a nonprofit corporation. In accordance with these regulations, the Agency shall take all necessary affirmative steps to assure Minority and Women Business Enterprise and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include the actions specified in XV E, Small Business and Women Business Enterprise Opportunities of the Agency Services Contract, or XV D, Small Business and Women Business Enterprise Opportunities of the Public Entity Services Contract.

V. ADDITIONAL REQUIREMENTS—SUBCONTRACTS AND PURCHASES

A. Debarred Contractors

The Agency shall not make any award at any time to any contractor, which is debarred, suspended, or excluded from participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension”.

B. Federal Procurement Requirements

If the Agency is a municipal corporation, it agrees to comply with procurement requirements specified in 24 CFR § 85.36(b) through (g). If the Agency is a nonprofit corporation, it agrees to comply with procurement requirements specified in 24 CFR §

84.40 through .48. The regulations at 24 CFR § 85.36 (b) through (g) and 24 CFR § 84.40 through .84.48, require that all goods and services, irrespective of cost, be procured using a competitive process.

C. Failure to Comply is Default

Failure by the Agency to require compliance with the above terms and conditions in subcontracts shall constitute a breach of this Contract.

VI. ADDITIONAL REQUIREMENTS—CONFLICT OF INTEREST

A. No Conflict of Interest

The Agency agrees to abide by the provision of 24CFR § 84.42 and 570.611, which include (but are not limited to) the following.

1. The Agency shall maintain a written code or standards of conduct that shall govern the performance of its officer, employees or agents engaged in the award and administration of contracts supported by federal funds.
2. No employee, officer or agent of the Agency shall participate in the selection or in the award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Agency or any designated public agency.

B. Copyright

If this contract results in any copyrightable material or inventions, the County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

VII. ADDITIONAL REQUIREMENTS—POLITICAL ACTIVITY PROHIBITED

A. Certification Regarding Lobbying

The Agency certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
1. The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VIII. ADDITIONAL REQUIREMENTS—EQUIPMENT PURCHASE, MAINTENANCE AND OWNERSHIP

Disposition of Equipment

If the Agency ceases to use equipment purchased in whole or in part with CDBG funds for the purpose described in this Contract, or if the Agency wishes to dispose of such equipment, the disposition shall be determined under the provisions of 24 CFR § 570.502(b)(3)(vi), if the Agency is a nonprofit corporation and 24 CFR § 570.502(a) and 24 CFR § 85.32(e) if the Agency is a municipal corporation. The Agency agrees that it will contact the County for instructions prior to disposing, surplus, encumbering or transferring ownership of any equipment purchased in whole or in part with federal funds.

IX. SUPPLANTING

A. Not-for-Profit Corporation

If the Agency is a nonprofit corporation providing public (human) services under this Contract with CDBG funds and the Agency received non-federal funds from King County ("local funds") or any other source to provide the same services as those funded herein during the preceding calendar year, the Agency must use the funds provided herein to pay for units of service this year that are over and above the level of service provided with local funds during the previous year.

B. Municipal Corporation

If the Agency is a municipal corporation, any federal CDBG Funds made available under this Contract shall not be utilized by the Agency to reduce or replace the local financial support currently being provided for the service funded under this Contract.

X. DRUG FREE WORKPLACE CERTIFICATION AND OTHER REQUIREMENTS

A. Drug-Free Workplace Certification

The Agency certifies that it is in compliance with the Drug-Free Workplace Act of 1988 (42 USC 701) and regulations set forth at 24 § part 24, subpart F.

B. Other Federal Requirements

The absence of mention in this Contract of any other federal requirements which apply to the award, and expenditure of the federal funds made available by this Contract is not intended to indicate that those federal requirements are not applicable to Agency activities. The Agency shall comply with all other federal requirements relating to the expenditure of federal funds, including but not limited to: the Hatch Act (5 USC Chapter 15) regarding political activities.

XI. CONSTITUTIONAL PROHIBITION

Funds Not Used for Religious Purposes

In accordance with the First Amendment of the United States Constitution, Article 1, Section 11 of the Washington State Constitution, and separation of church and state principles, as a general rule, funds received under this Contract may not be used for religious activities. The following restrictions and limitations apply to the use of CDBG funds:

A. An Agency may not engage in inherently religious activities, such as worship, religious instruction or proselytizing, as part of the assistance funded under this Contract. If the Agency conducts religious activities, the activities must be offered separately, in time and location, from the assistance funded under this Contract, and participation must be voluntary for the beneficiaries of the assistance; and

B. In performing under this Contract, the Agency shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Agenda Item C-5
Covington City Council Meeting
Date: January 10, 2012

SUBJECT: RATIFY THE CITY MANAGER’S SIGNATURE ON A SETTLEMENT AGREEMENT WITH SOOS CREEK WATER & SEWER DISTRICT

RECOMMENDED BY: Derek Matheson, City Manager
Sara Springer, City Attorney

ATTACHMENT(S):

1. Settlement agreement

PREPARED BY: Derek Matheson, City Manager

EXPLANATION:

The city manager and city attorney briefed the City Council on settlement negotiations in executive sessions on October 11 and November 22, 2011. The Soos Creek Water & Sewer District will pay the city for lift station permit services at the city’s regular hourly rate. The district and city will share the cost of subdividing the lift station and stormwater facility into two parcels, after which the district will transfer ownership of the stormwater parcel to the city.

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: ___Ordinance ___Resolution __X__Motion ___Other

Council member _____ moves, Council member _____ seconds, to ratify the city manager’s signature on a settlement agreement with Soos Creek Water & Sewer District.

REVIEWED BY: Finance Director; City Attorney.

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 22nd day of December, 2011 (the “Effective Date”), by and between the City of Covington, a Washington municipal corporation (the “City”), and Soos Creek Water and Sewer District, a Washington municipal corporation and political subdivision of the State of Washington (the “District”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District is the owner of certain real property within the city of Covington, the legal description of which is attached hereto as Exhibit A (the “Property”), and has commenced a development project on the Property to construct Lift Station No. 11 (the “Lift Station Project”); and

WHEREAS, pursuant to Chapter 14.35 of the Covington Municipal Code (CMC), the City applies a flat fee for all land use and building permits based on the current fee schedule resolution; and

WHEREAS, the City has completed review of the land use and grading engineering and design and the District has remitted approximately \$20,250 to the City for the associated review fees; and

WHEREAS, land use and building permit fees remain for the Lift Station Project work; and

WHEREAS, the District is making every effort to design and construct the Lift Station Project in compliance with all applicable laws and regulations, including ADA and seismic standards, and those efforts will aid in expediting the City’s remaining review and inspection of the Lift Station Project work; and

WHEREAS, on August 12, 2011, the City received a letter and legal memo from the District and the District’s attorney, respectively, challenging the amount of permitting fees assessed on the Lift Station Project and requesting the City to reevaluate the permitting fees based upon the District’s status as a governmental agency and the City’s actual hourly costs; and

WHEREAS, the City based its land use and building permit fee schedule upon a comprehensive fee study performed in 2008 and deems the land use and building permit fee schedule to be defensible and reasonable for the work performed; and

WHEREAS, the District contends that under RCW 57.08.005, the District’s statutory authority to “[t]o construct, condemn and purchase, add to, maintain, and operate systems of sewers . . . with full authority to regulate the use and operation thereof” is an exception to the City’s building code authority as to those portions of the Lift Station Project that are exclusively related to the provision of sewer service by the District; and

WHEREAS, in discussing a resolution regarding the Lift Station Project permit fees, the Parties also identified and discussed the storm water pond on the Property that the District no longer desires to own and that the City agrees to assume ownership; and

WHEREAS, in recognition of both the City and the District's desire to move forward with the Lift Station Project to meet the growing needs of both the District and the City, the District and the City are now willing to compromise and enter into this Settlement Agreement on the terms stated herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District hereby agree as follows:

AGREEMENT

1. Services to be Performed. To the extent required by the CMC and state statutes, the City shall expeditiously perform the remaining review, permit, and inspection services necessary to complete the Lift Station Project work, including conducting pre-construction meetings for site development and buildings, issuing permits, conducting construction inspections, and reviewing and approving as-built drawings.

- a. Pre-construction meetings will be held separately for site development and buildings. Pre-construction meetings will be held at City Hall and notices to proceed will be issued upon City approval of applicable plans.
- b. Outstanding permits to be issued for the Lift Station Project include a right-of-way use permit for sewer main installation and building permits for buildings and the retaining wall.
- c. The City shall perform construction inspection services separately for site development, landscaping, buildings, traffic control, and right-of-way restoration. Pursuant to Section 1704 of the International Building Code (IBC), in lieu of City inspection of internal lift station structures (e.g. underground vaults and wet wells) and the retaining wall, the District may use a special inspector to perform the required inspections and provide the City reports of said inspections. The City will consider the use of special inspectors for additional inspections upon the request and demonstration by the District that such inspections meet the criteria required under IBC 1704.
- d. The City will separately review the as-built drawings for site development, buildings, and the retaining wall. Written comments will be provided to the preparing engineer, surveyor, or architect.
- e. Approval of the as-built drawings will complete services provided by the City under this Agreement.

2. Hourly Rate. For the services outlined in Section 1 herein, the City shall charge the District a flat hourly rate of \$128 per hour. The City shall bill all Lift Station Project work in quarter hour increments. The above hourly rate structure shall not be applied to any Lift Station Project work already completed by the City and or to fees already paid by the District.

3. Billing. The City shall provide a monthly invoice to the District that contains the date, work task, and time billed for each task for the preceding month. The District shall remit the payment owed to the City within forty-five (45) days of receipt of the invoice. In the event the District contests any invoice, the District shall still remit payment, but may do so under protest and without prejudice to a claim for refund.

4. Transfer of Storm Water Pond—Subdivision. The District agrees to subdivide the Property into two parcels, one parcel to contain the Lift Station and the other to contain the storm water pond. Upon subdivision, the District agrees to transfer in fee simple to the City, and the City agrees to accept, the parcel containing the storm water pond. Each Party acknowledges the good and valuable consideration of said property conveyance. The District shall be responsible for all preliminary and final short subdivision application materials pursuant to CMC 17.20. The fees associated with processing the short subdivision application for the Property shall be billed on an hourly basis pursuant to Section 2 herein and each Party shall be responsible for one-half of the amount owed for the processing fees. The one-half portion of the processing fees owed by the District shall be billed pursuant to Section 3 of this Agreement.

5. Future Billing Agreement. The Parties agree to negotiate in good faith an Agreement establishing an hourly system for billing land use and permitting fees for future District development projects.

6. Disputes. In the event there is a dispute regarding any of the Parties' responsibilities or obligations under this Agreement, the appointed administrators of the Parties shall make every effort to resolve such dispute by mutual agreement. 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/General Manager for resolution. In the event there is no resolution after review by the Parties' City Manager/General Manager, 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, either 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.

General Terms and Conditions

7. Mutual Release of Claims. In consideration of the obligations of the City and the District in this Agreement, and conditioned upon the City's and the District's fulfillment of the obligations listed above, the District agrees to release the City, including its elected officials, agents, officers, representatives, attorneys, employees, successors and assigns, and the City agrees to release the District, including its elected officials, agents, officers, representatives, attorneys, employees, successors and assigns, from any and all claims or potential claims, demands, damages, liabilities, civil or administrative examinations, investigations, enforcement actions, or causes of action of any kind or nature whatsoever, known or unknown, which could be brought under any local, state, or federal laws or regulations by the District or the City, arising from the City's collection of permit fees. The City and the District acknowledge and represent that the terms of this Agreement have been jointly negotiated and that each Party enters into this

Agreement voluntarily. The Parties agree that this Agreement is authorized under law and both the City and the District waive any claim that this Agreement is invalid or illegal. The Parties expressly acknowledge and agree that this Agreement neither indicates nor constitutes an admission of any liability or wrongdoing of any nature whatsoever by any Party hereto.

8. Severability. Should any portion of this Agreement be found by a court of competent jurisdiction to be unenforceable and/or invalid, the remainder of this Agreement shall remain in full force and effect to the extent practicable to effectuate the spirit and intent of the Parties. Any ambiguities within this Agreement shall not be presumptively construed against either Party.

9. Beneficiaries. This Agreement shall become effective upon execution of this Agreement by all Parties and shall be binding upon and inure to the benefit of the heirs, executors, successors, administrators and assigns of the Parties hereto.

10. Governing Law/Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. Venue for any action to enforce the terms of this Agreement shall be in King County Superior Court.

11. Authority. The City and the District each represents and warrants to the other that it has the authority, and is duly authorized, to execute and deliver this Agreement and that the persons signing on its behalf are duly authorized to do so.

12. Amendments. This Agreement may not be amended or modified except in writing and signed by both Parties.

13. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and is in lieu of all other proceedings related to this matter which may be available to the Parties. There are no other agreements, promises, representations, or warranties, oral or written, except as expressly set for herein.

14. No Third Party. This Agreement is made and entered into for the benefit of the Parties hereto and their successors and assigns. No other person or entity is an intended third party beneficiary. No other person or entity shall have any right of action under this Agreement.

15. Attorney Fees. In the event that either Party resorts to litigation to enforce any term of this Agreement, the substantially prevailing party in any such litigation shall be entitled to an award or reasonable attorney fees, together with actual court costs, expended in such litigation.

16. Full Understanding. The Parties each acknowledge, represent, and agree that they have read this Agreement; that they fully understand the terms thereof; and that they have been fully advised by their independent legal counsel or have had the opportunity to be so advised in connection with the terms of this Agreement.

17. Notice. Any notice or other written communication to any Party under this Agreement will be effective only if in writing and delivered (1) personally, (2) by certified mail, return receipt requested and postage prepaid, (3) by facsimile transmission with written evidence

confirming receipt, or (4) by overnight courier (such as UPS, FedEx, or Airborne Express) to the following addresses:

If to the District:
Soos Creek Water & Sewer District
14616 SE 192nd Street
P.O. Box 58039
Renton, WA 98058-1039
Attn: Ron Speer, District Manager
Phone: 253-630-9900
Fax: 253-630-5289

If to the City:
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042
Attn: Derek Matheson, City Manager

The addresses and addressees to which notice is to be given may be changed by written notice given in the manner specified in this Agreement and actually received by the addressee.

18. Counterparts. This Agreement may be executed in one or more counterparts and as executed shall constitute one Agreement, binding on all Parties, notwithstanding that all Parties are not signatory to the same counterpart.

19. Headings. The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit, or otherwise modify the terms and conditions of this Agreement.

SOOS CREEK WATER DISTRICT

Ron Speer, District Manager

Date: _____

CITY OF COVINGTON

Derek Matheson, City Manager

Date: _____

Agenda Item 1
Covington City Council Meeting
Date: January 10, 2012

SUBJECT: APPOINTMENTS TO OPENINGS ON THE PARKS & RECREATION COMMISSION

RECOMMENDED BY: Scott Thomas, Parks & Recreation Director

ATTACHMENTS: See Interview Schedule and Applications

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION:

The City received seven applications for consideration of three openings on the Parks & Recreation Commission. One of the three openings may be filled by an applicant living outside the city limits but within the three-mile radius. The Council is scheduled to interview six applicants on January 10, 2012. (The seventh applicant is out of town.)

Name of Applicant

Resides

Laura Morrissey

All Applicants Reside Inside City Limits

Lance Leonard

Elizabeth (Liz) Fast (reapplying to Position No. 4)

George Pearson

William Pand (youth) (reapplying to Position No. 1)

David Aldous (reapplying to Position No. 3)

David Rudisill

The Parks and Recreation Commission shall consist of seven members appointed by the City Council, two of which may be youth members who must be between the ages of 14 and 18 years at the start of their terms. Up to two of the members may reside outside the city, but those outside must reside within a three-mile radius of the city limits. The remaining five members must reside or work within the city limits.

Each position shall have a term of office for three years; provided, however, any member designated as a youth member shall serve only for one year. If a youth member is appointed, the Council shall fill the position for the remaining years, if any, at the end of the youth term. Terms shall commence on February 1st and expire on January 31st of the respective years. When a vacancy occurs, the replacement shall be for the remainder of the unexpired term.

ALTERNATIVES:

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

CITY COUNCIL ACTION: ___ Ordinance ___ Resolution __X__ Motions ___ Other

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Position No. 1 on the Parks & Recreation Commission with a term expiring January 31, 2014 if an adult or a term expiring January 31, 2013 if a youth.

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Position No. 3 on the Parks & Recreation Commission with a term expiring January 31, 2015.

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Position No. 4 on the Parks & Recreation Commission with a term expiring January 31, 2015.

REVIEWED BY: City Manager, Parks & Recreation Director, City Clerk

Agenda Item 2

Covington City Council Meeting

Date: January 10, 2012

SUBJECT: ORDINANCE ADOPTING AMENDMENTS TO CMC TITLE 18 FOR REGULATING SHOOTING RANGES.

RECOMMENDED BY: Richard Hart, Community Development Director
Salina Lyons, Senior Planner

ATTACHMENT(S):

1. Proposed Ordinance Adopting Regulations for Shooting Ranges
2. iMap showing approximate 2,500 feet distance in the General Commercial Zone
3. iMap showing approximate 1,500 feet distance in the General Commercial Zone

PREPARED BY: Salina Lyons, Senior Planner

EXPLANATION:

The City Council requested that the Planning Commission evaluate the location and zoning associated with indoor gun ranges. The city's code had a definition for "shooting ranges", which included firearms, archery, and other weapons. The Planning Commission recommended expanding the existing definition to include facilities that are open to public, private, and organizational training.

Research on MRSC identified that many cities permit shooting ranges under the definition of indoor and outdoor recreational land uses. After reviewing the definition of indoor and outdoor recreation as it pertains to Covington's downtown zone and the types of intended uses, the Planning Commission recommended permitting shooting ranges as a separate land use with specific conditions. These conditions would limit shooting ranges to the General Commercial (GC) zone, require the facility to operate under NRA best practices, meet federal, state, and local requirements for permitting, and prohibit outdoor shooting ranges. Staff received input from the city's Police Chief regarding these conditions.

Staff recommended that the Planning Commission consider requiring shooting range facilities to be a minimum of 2,500 – 1,500 feet from another shooting range facility within the GC zone. The 2,500 feet proposed is the distance from the 76 Gas Station property (SE 272nd St and HWY 18) to the Sinclair Property (Iddings site). The 1,500 feet is the distance between the 76 Gas Station and edge of the General Commercial zone to the west. (**Attachments 2 & 3**)

After discussing and evaluating the varying distances within the GC zone, the Planning Commission unanimously recommended not having a limitation on the distance or number of shooting range facilities that could be permitted. Due to the extent of the federal regulations for shooting ranges, limiting the use to the General Commercial zone, and recognizing that similar businesses tend to be located near each other, the Planning Commission did not want to regulate the distances between shooting ranges.

Chapter 18.25 includes permitted uses within the residential, community commercial and neighborhood commercial, and industrial zones. A majority of these uses are referenced through the Standard Industry Classification (SIC) codes. Shooting Ranges are listed as a land use under SIC codes 7999- Amusement and Recreation Services, and 8221-8222 College/Universities. A condition has been added that would prohibit shooting ranges in the above zones.

ALTERNATIVES:

- 1) Recommend amendments to the proposed ordinance.
- 2) Return the issue to the Planning Commission and/or city staff for further study and analysis.

FISCAL IMPACT:

No direct fiscal impacts are anticipated from the adoption of the shooting range regulations. Any future applications for a shooting range will be required to pay appropriate land use fees and/or building permit fees.

COUNCIL ACTION: X Ordinance Resolution Motion Other

Councilmember _____ moves, Councilmember _____ seconds, to pass an ordinance adopting amendments to CMC Title 18 for regulating shooting ranges.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING SECTIONS 18.20 TECHNICAL TERMS AND LAND USE DEFINITIONS; 18.25 PERMITTED USES; AND 18.31 DOWNTOWN DEVELOPMENT AND DESIGN STANDARDS, OF THE COVINGTON MUNICIPAL CODE TO ADOPT REGULATIONS PERMITTING SHOOTING RANGES WITHIN THE GENERAL COMMERCIAL (GC) ZONE.

WHEREAS, shooting ranges are not currently permitted within the downtown zoning district; and

WHEREAS, the City Council desires to adopt regulations permitting indoor shooting ranges within the General Commercial (GC) Zone of the downtown zoning district and prohibit outdoor shooting ranges within the city boundaries; and

WHEREAS, the City Council recognizes operating and permitting shooting ranges within the General Commercial (GC) zone will encourage recreational and educational shooting activities to be conducted in a safe manner; and

WHEREAS, the requirements of the State Environmental Policy Act (SEPA), as adopted in CMC 16.10 have been met; and

WHEREAS, the Covington Planning Commission held a public hearing on the proposed shooting ranges within Covington zoning code regulations on November 17, 2011; and

WHEREAS, the Covington Planning Commission unanimously recommended approval of the proposed changes in the permitted categories of land uses within the City.

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

Section 1. Covington Municipal Code Sections 18.20 Technical Terms and Land Use Definitions; 18.25 Permitted Uses; and 18.31 Downtown Development and Design Standards, are amended as provided in the attached Exhibit 1 and fully incorporated herein by this reference.

Section 2. This ordinance shall be in full force and effect five days after proper posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 3. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in full force and effect.

Passed by the City Council in an open public meeting on the 10th day of January, 2011.

Mayor Margaret Harto

PUBLISHED:

EFFECTIVE:

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM:

Sara Springer
City Attorney

CHAPTER 18.20

TECHNICAL TERMS AND LAND USE DEFINITIONS

18.20.1080 Shooting range.

“Shooting range” means a facility designed to provide a confined space for safe target practice with firearms, archery equipment, or other weapons whether open to the public, open only to private membership, open to organizational training such as law enforcement, or any combination thereof. (Ord. 42-02 § 2 (21A.06.1080))

18.20.966 Recreation, indoor.

“Recreation, indoor” means indoor skating rinks, bowling alleys, gymnasiums not accessory to an educational institution, racket clubs, sports arenas, pools and similar uses. “Recreation, indoor” does not include “shooting ranges” as defined in CMC 18.20.1080. (Ord. 10-10 § 3 (Exh. C))

18.20.967 Recreation, outdoor.

“Recreation, outdoor” means golf courses, tennis courts, athletic fields, pools, skate parks, and similar uses. “Recreation, outdoor” does not include “shooting ranges” as defined in CMC 18.20.1080.-(Ord. 10-10 § 3 (Exh. C))

CHAPTER 18.31

DOWNTOWN DEVELOPMENT AND DESIGN STANDARDS

18.31.080 Permitted Land Uses

(3) Permitted Use Table

	Town Center (TC)	Mixed Commercial (MC)	General Commercial (GC)	Mixed Housing Office (MHO) ₁
Use Categories				
Home Occupation and Live/Work	P	P	P	P
<u>Shooting ranges ₂₃</u>	<u>NP</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
Outdoor Commercial ₆	NP	NP	P	NP
Cultural/Recreation				
Recreation, Indoor or Outdoor	C	P	P	P

(4). Permitted Use Conditions.

23. a. The indoor shooting range, including its plans, rules, procedures, management and staff, shall comply with the applicable safety guidelines and provisions in the latest edition of "the Range Source Book" (National Rifle Association of America: Fairfax, Virginia) or its successor, as appropriate to the type of facility involved.

b. Any new development proposal and/or business license application for an indoor shooting range shall be accompanied by a notarized letter by the shooting facility operator that the facility complies with fFederal and sState regulations, meets commonly accepted shooting facility safety and design practices, and will be operated in a manner that protects the safety of the general public.

c. Outdoor shooting ranges are not permitted.

CHAPTER 18.25

PERMITTED USES

18.25.040 Recreational/cultural land uses.

KEY

P – Permitted Use

C – Conditional Use

SIC #	SPECIFIC LAND USE	M	US	R4-8	R-18	CC	NC	I
7999	AMUSEMENT/ ENTERTAINMENT: Amusement and recreation services			P5				
(4)(6)								

B. Development Conditions

(4) Excluding amusement and recreational uses classified elsewhere in this chapter.

(5) A conditional use permit is required unless the use is an accessory to a park or in a building listed on the National Register as an historic site or designated as a King County landmark subject to Chapter [18.85](#) CMC.

(6) The operation of an indoor shooting range, as defined in CMC 18.20.1080, is not permitted. Outdoor shooting ranges are not permitted.

18.25.100 Regional land uses.

KEY

P – Permitted Use

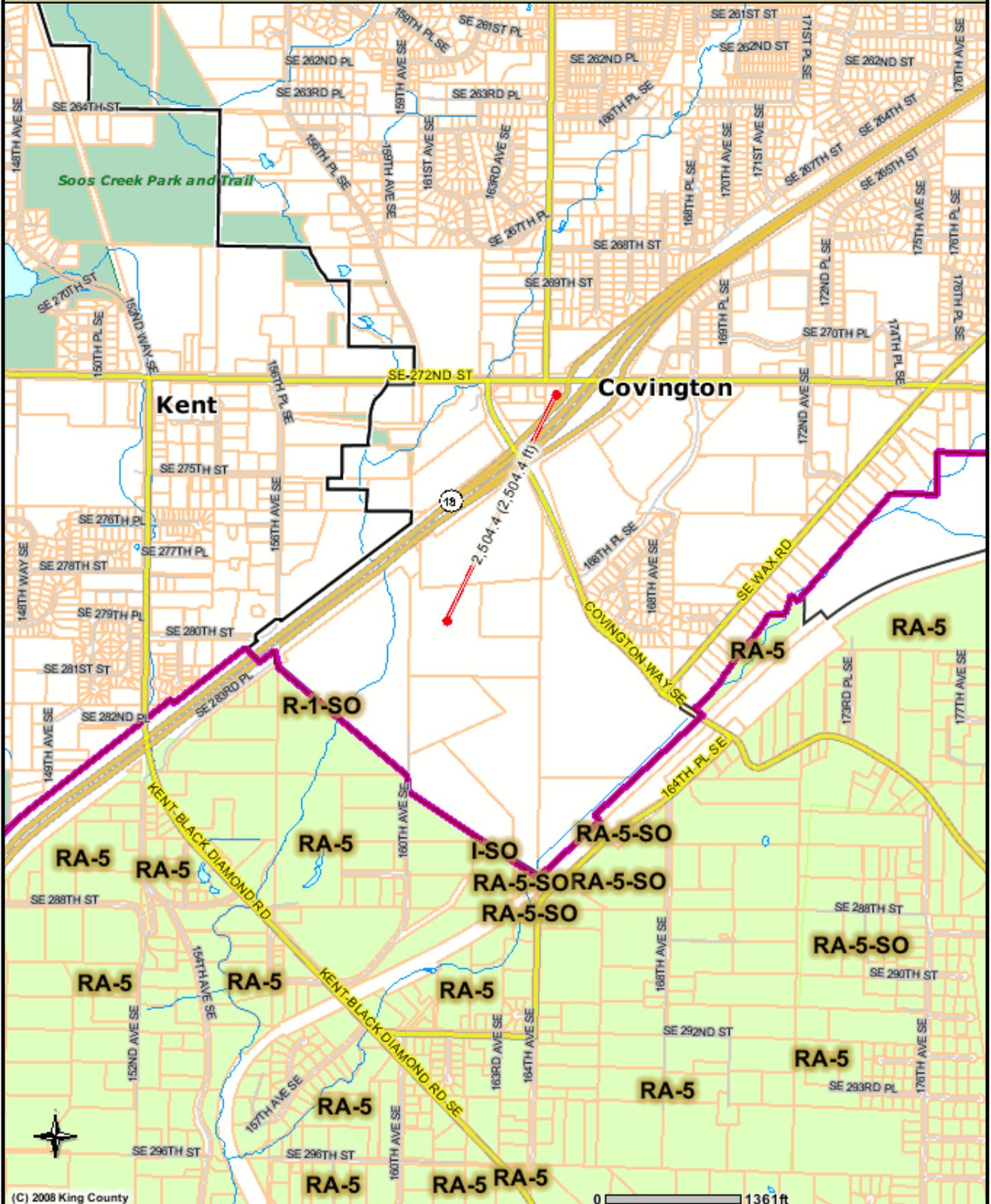
C – Conditional Use

SIC #	SPECIFIC LAND USE	M	US	R4-8	R-18	CC	NC	I
8221 – 8222	College/university (1)			P5		P5		P

B. Development Conditions

(1) ~~Except outdoor shooting~~ Shooting ranges, either indoor or outdoor, associated with educational programs are not permitted.-

(5) Permitted as a re-use of a public school facility subject to Chapter 18.85 CMC. A conditional use permit is required if the use is a re-use of a surplus nonresidential facility subject to Chapter 18.85 CMC.

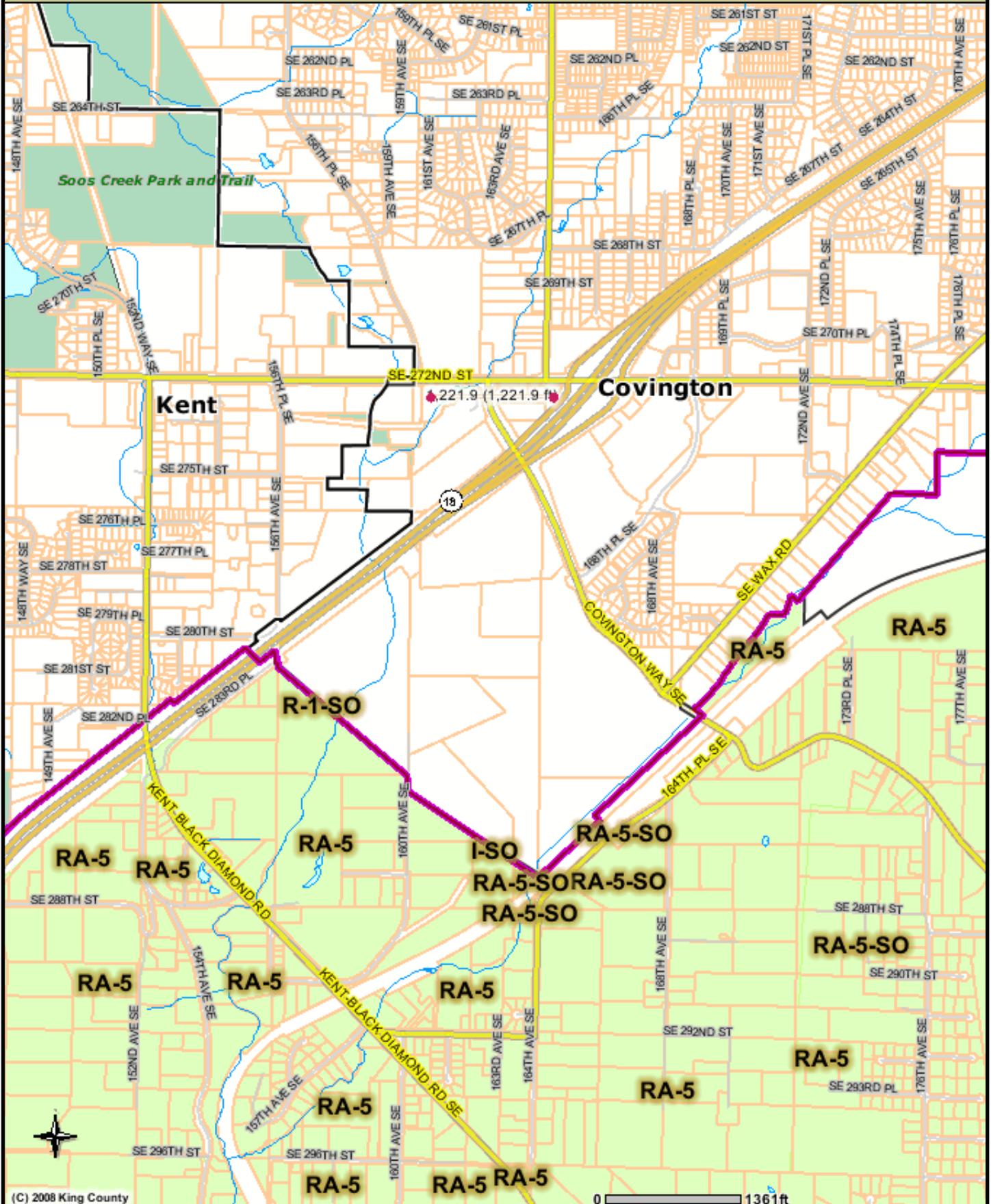


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Agenda Item 3

Covington City Council Meeting

Date: January 10, 2012

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR SERVICES AND MOTOR VEHICLE CONSIGNMENT AGREEMENT WITH WILSON FLEET SERVICES TO PURCHASE AND SURPLUS USED VEHICLES AND EQUIPMENT.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Contract for Services with Wilson Fleet Services - Purchasing Used Vehicles and Equipment
2. Motor Vehicle Consignment Agreement with Wilson Fleet Services
3. Equipment Replacement Spreadsheet

PREPARED BY: Ross Junkin, Maintenance Supervisor

EXPLANATION:

In February 2011 the City Council approved the City of Covington Fleet Management Policy. This policy outlines the steps required to replace vehicles and equipment as well as surplus vehicles and equipment no longer needed by the city.

Currently, city staff spends countless hours searching for and going through the process of purchasing appropriate used replacement vehicles and equipment to meet our needs. By entering into a contract with Wilson Fleet Services we will be able to identify the specifications of a vehicle or piece of equipment and they will find it at auction. They utilize auction sites throughout the entire country to assist in the search as well as keep prices down. Wilson Fleet Services will purchase, inspect, and make any necessary repairs to any vehicles the city decides to buy. Only after the vehicle or equipment meets city specifications will the city agree to complete the purchase with Wilson Fleet Services. This protects the city from purchasing potentially problem vehicles/equipment. By using this service we will not be limited to purchasing locally, which has been past practice and doesn't necessarily always fit our needs. Also, we believe that entering into this agreement with Wilson Fleet will decrease the purchase price on most vehicles and pieces of equipment we purchase for the City. The City would also receive a one year warranty on all purchases from Wilson Fleet Services.

City vehicles and equipment that are scheduled to be replaced will be done so per the "Covington Equipment Replacement Spreadsheet" which is reviewed and amended annually. There are two vehicles not shown on the Covington Equipment Replacement Spreadsheet that were to be replaced and surplused in 2011. They are the Dodge Pickup (#2673) and the International (#2577) 5-yard dump truck. (#2577 was replaced with #3307 Freightliner 5-yard Dump during the summer of 2011). However #2577 still needs to go to surplus.

City staff also spends a lot of time and energy on surplus. Currently, the city delivers surplus items to the State GA in Tumwater, WA. Any vehicles that have Covington markings are sent to King County so they can be removed prior to sending to surplus. Wilson Fleet Services will provide these services to the city instead of King County. The city will receive all proceeds from the auction minus auction fees.

ALTERNATIVES:

Not to enter into an agreement with Wilson Fleet Services and research alternative ways of purchasing used vehicles and equipment and selling surplus vehicles and equipment. Continue to use city time on researching and searching for vehicles to purchase for the city.

FISCAL IMPACT:

Costs associated with entering into this agreement with Wilson Fleet Services are the following:

- Purchase price of each vehicle/piece of equipment will be the only dollars paid to Wilson Fleet Services. All fees and other costs associated with purchasing a vehicle/equipment will be included within the purchase price.
- City staff expects surplus costs to be reduced as well as proceeds from selling surplus items at auction to increase.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute a Contract for Services and Motor Vehicle Consignment Agreement (as to substantial form attached) with Wilson Fleet Services to purchase and surplus used vehicles and equipment.

REVIEWED BY: City Manager; City Attorney, Finance Director

CONTRACT FOR SERVICES
City of Covington and Wilson Fleet Services

This Agreement is entered into by and between the **City of Covington**, Washington, a municipal corporation, hereinafter referred to as "the City", and Wilson Fleet Services, herein referred to as "the Contractor".

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the resources to perform such services, and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City prior to the initiation of any specific task not included in the scope of services. If the scope or schedule is to be modified in any way, prior written approval is also required.

2. Compensation and Method of Payment. Payments shall be made by the City to the Contractor based on month-end billings. The City shall pay the Contractor for services rendered within thirty days after receipt of a billing voucher, in the form set forth on Exhibit B attached hereto and incorporated herein by this reference, and acceptance of the equipment by the City. The total amount to be paid shall not exceed **\$TBD excluding sales tax**. The Contractor shall complete and return Exhibit C, Taxpayer Identification Number, to the City on or before the execution of this Agreement.

With the monthly invoice, per the attached Billing Voucher (Exhibit B), shall be a narrative review and schedule of the past month's activities, along with the work products developed, for which the invoice serves.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing January ____, 2012 and shall remain in effect until completion of the services described in Exhibit A and final payment therefore unless sooner terminated under the provisions hereinafter specified.

4. Ownership and Use of Documents. All documents, drawings, specifications, computer files, photographs, calculations, models, maps, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

5. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the City. Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered to be employees of the

Contractor only and not employees of the City. The Contractor and City agree to the following rights consistent with an independent contractor relationship:

A. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

B. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.

C. The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement; the City shall not hire or supervise any assistants to help Contractor.

D. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from City in the skills necessary to perform the services required by this Agreement.

E. City shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If the City is assessed, liable or responsible in any manner for such charges or taxes, the Contractor agrees to hold the City harmless from such costs, including attorney's fees.

The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the City. The City shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. City shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain adequate insurance to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement.

6. Indemnification.

A. The Contractor agrees to indemnify the City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the Contractor, the Contractor's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.

B. The City agrees to indemnify Contractor from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the City, the Cities employees, or agents in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.

C. If negligence or willful misconduct of both the Contractor and the City (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost or expense shall be shared between the Contractor and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

D. The Contractor hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any Contractor agent or employee against the City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

7. Insurance.

A. Commercial General Liability. The Contractor shall procure and maintain in full force throughout the duration of the Agreement commercial general liability insurance to cover liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis and shall provide coverage for any and all costs, including defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Such insurance shall include blanket contractual coverage, including coverage for this agreement as now or hereafter amended and specific coverage for the indemnity provisions set forth herein. Coverage must be written with the following limits of liability:

Bodily and Personal Injury & Property Damage

\$ 1,000,000 per Occurrence

\$ 2,000,000 aggregate

B. Comprehensive Auto Liability. In addition to the insurance provided for in Paragraph A and B above, the Contractor shall procure and maintain in full force Comprehensive Auto Liability insurance shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least \$1,000,000 per occurrence.

If the Contractor does not have the required insurance, the City may require it to stop operations until the insurance is obtained and approved.

Certificates of Insurance reflecting evidence of the required insurance and approved by the City's responsible Department Director or designee for the Comprehensive General Liability policies described above, shall be sent to the City. The certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least 30 days' prior written notice has been given to the City. Contractor and its insurers, through policy endorsement, shall waive their rights of subrogation against the City for all claims and suits. The certificate of insurance must reflect this waiver of subrogation rights endorsement.

Each insurance policy required pursuant to this Agreement shall be primary and non-contributing as respects any coverage maintained by the City and shall include an endorsement reflecting the same. Any other coverage maintained by City shall be excess of this coverage herein defined as primary and shall not contribute with it. The certificate of insurance must reflect that the above wording is included in all such policies.

Each insurance policy obtained pursuant to this Agreement shall be issued by financially sound insurers who may lawfully do business in the State of Washington with a financial rating at all times during coverage of no less than rating of "A" and a class of "X" or better in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company, or such other financial rating or rating guide approved in writing by the City's risk manager. In the event that at any time during coverage, the insurer does not meet the foregoing standards, Contractor shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

Certificates of coverage as required by Paragraphs A and B above shall be delivered to the City on or before the execution of this Agreement.

8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Reports - Printed Copies & Electronic Version: When reports are required to be submitted to the City pursuant to this agreement, Contractor will provide three (3) printed copies to the City and an electronic version. Said electronic version shall be submitted to the City in a computer format compatible with PC software programs in current use by the City (Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, Microsoft Publisher, Visio, AutoCAD, Adobe Acrobat).

10. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement. The Contractor shall permit the City, state and federal agencies, from time to time as the City deems necessary or as required by state, local, or federal law or regulation, to inspect and audit, at any and all reasonable times, all pertinent books and records

of the Contractor and any other person or entity which has performed work in connection with or related to the Contractor's services under this Agreement to verify the accuracy of accounting records, and shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof pertaining to work under this Agreement, upon the City's request. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any contract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Contractor's services under this Agreement.

11. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination.

12. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, creed, color, national origin, families with children, sex, sexual orientation, gender identity, marital status, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person.

13. Assignment and Subcontract. The Contractor may not assign this Agreement without the prior written consent of the City.

14. Conflict of Interest.

A. Governmental. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the approval of, planning and carrying out of the program or services to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined pursuant to RCW 42.23.040.

B. Contractor. The Contractor shall comply with all federal, state and City conflict of interest laws, statutes, regulations and policies as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor also agrees that its violation of the conflict of interest provisions of this agreement shall constitute a material breach of this contract subjecting the contract to termination. The Contractor has a continuing obligation to search and report any actual or potential conflicts of interest during the course of performing work under this Agreement.

C. Contractor Employees. The Contractor further covenants that, with respect to its performance of this Agreement, no person having any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Contractor further covenants that it will implement and enforce requirements that its employees, with respect to this Agreement or the activities assisted by or through this Agreement, (a) will not use their position for personal gain, (b) will not engage in activities that directly or indirectly, in fact or in appearance, conflict with in any

manner or degree, the performance of the Contractor's services and obligations hereunder, (c) will not have or obtain, directly or indirectly, a pecuniary interest, either for himself or herself or for those with whom he or she may have business ties or immediate family ties, or (e) will not benefit directly or indirectly, in fact or in appearance, either for himself or those with whom he or she may have business ties, and (f) will not accept or engage in outside employment that would conflict directly or indirectly, in fact or in appearance, with his or her responsibilities under this Agreement.

15. Prohibited Use of Funds. None of the funds, material, property or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the **Covington City Council**, the Washington State Legislature, the U.S. Congress, or any other legislative body.

16. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Administrative notices to the **City of Covington** shall be sent to the following address:

Ross Junkin
City of Covington
16720 SE 271st St. Suite 100
Covington, WA 98042
Telephone: (253) 638-1431

Legal notices shall be sent to the **City of Covington** at the above address.

Notices to the Contractor shall be sent to the following address:

Wilson Fleet Services
1200 West Division
Mount Vernon, WA 98273
Telephone number: (360) 424-7459

The point of contact for the Contractor or the person responsible for the contract services is:

Name: Jon Klump
Telephone Number: (360) 442-6181
Fax Number: (360) 424-3389
E-mail: jklump@wilsonfleet.com

18. State of Washington Requirements. Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

19. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this ____ day of January, 2012.

CITY OF COVINGTON, WASHINGTON

WILSON FLEET SERVICES

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Scope of Services

- A. Equipment Purchases:** Pursuant to RCW 39.30.045, Wilson Fleet Services will purchase for the **City of Covington all used trucks, cars, and heavy and light duty equipment** that meet the following requirements:
- **TBD: All purchases will have addendum that will be attached to EXHIBIT A with specs per City request and budget.**
 - **This contract will be valid for three (3) years starting 01/11/2012 – 01/11/2015**

- B. Prices:** Contractor's prices as mandated by RCW 39.30.045 must be competitive with available market sectors. Prices paid by the City will be as obtained by the Contractor at auction sales.

- C. Delivery:** Contractor will deliver the equipment to the **City of Covington** at

City of Covington Maintenance Shop
 17852 SE 256th Street
 Covington, Washington 98042
 Telephone: (253) 638-1431

- D. Bill of Sale/Title/Risk of Loss:** Contractor will provide the City with a Bill of Sale and with legally valid title for each piece of equipment purchased by the City. The Bill of Sale shall include: vehicle identification number (VIN); year, make, and model of the equipment; odometer reading; description of the equipment; buyer's name, address and signature; and seller's name, address and signature.

Title and risk of loss or damage to all items shall be the responsibility of the Contractor until the item is accepted by the City, unless loss or damage results from the negligence of the City. Contractor shall warrant that title is good and marketable and without liens or encumbrances.

Contractor shall provide City with the auction sales receipt for each item purchased by the City.

- E. Warranty:** Contractor will provide the City with at least a one year standard warranty for each piece of equipment purchased by the City.

- F. Cancellation:** The City may cancel its order for any piece of equipment at any time prior to Contractor's auction purchase of such equipment by giving Contractor 30 days written notice.

- G. Inspection/Defects/Acceptance:** Contractor will inspect and correct any defects in the equipment before delivering the equipment to the City. The City may also inspect, or cause to be inspected by a mechanic of its choice, the equipment, and, if the City notifies the Contractor of any defects within 5 days of delivery to the City, the Contractor shall either rectify the defects within 30 days of such notice or shall reimburse the City's costs of rectifying the defects, at the Contractor's sole option. If no defects are noted by the City, the City shall accept the equipment within 5 days of delivery to the City.

Billing Voucher

To: City of Covington
16720 SE 271st St. Suite 100
Covington, WA 98042

Phone: (253) 638-1431
FAX: (253) 638-1439

Contractor: _____ Telephone: _____

Mailing Address: _____

Specific Program: _____

Contract period: _____ Reporting Period: _____

Amount requested this invoice: \$_____

Invoice Number: _____ Date of Invoice _____

Authorized signature

BUDGET SUMMARY:

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

For Department Use Only

Approved for Payment:

_____ Date: _____

TAX IDENTIFICATION NUMBER (TIN) REQUEST

In order for you to receive reimbursement from the **City of Covington**, we must have either a **Tax Identification Number or a Social Security Number**. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

*Please complete this form and return it to the **City of Covington** on or before the execution of this Agreement.*

Please check the appropriate category:	
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Individual/Proprietor	<input type="checkbox"/> Government Agency
Other (please explain) _____	
Exempt From Backup Withholding (please explain) _____	
TIN#: <u>9</u> <u>1</u> - <u>1</u> <u>6</u> <u>8</u> <u>3</u> <u>5</u> <u>6</u> <u>5</u>	
SS#: <u> </u> <u> </u> <u> </u> - <u> </u> <u> </u> <u> </u> <u> </u> <u> </u>	
<hr/>	
Doing Business As:	_____
Print Title:	_____
Print Name:	_____
Business Address:	_____

Business Phone:	_____
_____	_____
Date	Authorized Signature (required)



Wilson Fleet Services

Motor Vehicle Consignment Agreement For Professional Marketing Services

Client: City of Covington
Address: 16720 SE 271st Street, Suite 100
City, State, Zip: Covington, WA 98042

Signature: _____ **Date:** _____
City Manager

1) Services: Wilson Fleet Services (WFS) will offer Motor Vehicles, Equipment, and Surplus Property, at Auction.

The following Professional Services are provided by Wilson Fleet Services on behalf of the CLIENT:

- **Photography, Auction Site Design and Host.**
- **Determine the best partner Auction.**
- **Set Auction Reserve with Client approval.**
- **Research ACV (actual cash value) and report to client.**
- **List Auction item on National Auction sale site.**
- **Manage all communication between client, Auction, and bidders.**
- **Arrange for transport from CLIENT to Auction site.**
- **De-Identify all vehicles and equipment prior to being photographed and posted online.**
- **Manage transportation to Partner Auction location.**

2) Terms of Agreement: This agreement shall remain in effect until WFS and CLIENT agree to cease transacting business with each other, the Auction is finalized or until a superceding agreement is in effect.

3) Exclusive Right to Sell: WFS will have the exclusive right to sell consigned Motor Vehicles, Equipment or Surplus Items. During which WFS will use its best efforts to sell the consigned Motor Vehicles, Equipment or Surplus Items.

4) Unsold Motor Vehicles, Equipment or Surplus Items: All unsold items will be relisted and registered in the following weeks sale. After each unsuccessful sale, WFS will notify CLIENT and analyze the current market conditions. After two unsuccessful sales the CLIENT will be advised to lower its reserve price.

5) Proceeds to CLIENT: WFS will deliver all proceeds due CLIENT from Auction. Only the Auction fees will be deducted. The remaining Service Fee, Cleaning, De-Commissioning and De-Identifying Fee will be billed by WFS, net 30. All checks are tendered to CLIENT on behalf of the partner Auction. WFS invoices for all services provided, by either partner auction or WFS.

6) Returns: All ITEMS ARE SOLD AS-IS, NO ARBITRATION.

7) Confidentiality: WFS and CLIENT agree to confidentiality of mutual information and may release such information only with written consent of each party, or as required by law.

8) Title: CLIENT warrants that they are the sole and only owner of all consigned Motor Vehicles, Equipment or Surplus Items. CLIENT warrants that they have the full right and authority to sell all consigned Motor Vehicles, Equipment or Surplus Items. Consignor agrees to provide WFS with good, clear, and transferable title and to correct at CLIENTS expense any title defects and to pay any expenses associated with providing the buyer with good, clear and transferable title according to the State of where the buyer seeks to register the purchased Motor Vehicle or Equipment.

9) Liability: CLIENT acknowledges that WFS assumes no liability for any loss, theft or damage of any kind to the Motor Vehicle or Equipment, its content or components.

10) Odometer Statement: CLIENT agrees to provide a duly executed odometer statement on or before the first day of the Auction and to accept sole responsibility for the accuracy or inaccuracy of such statement.

11) Reserve: The reserve price may not be increased at any time. CLIENT shall have the right to reduce the reserve price at any time prior to the Auction. When the Motor Vehicle or Equipment is sold with a reserve the auctioneers may bid on the CLIENTS behalf up to the reserve price. With CLIENT approval the Motor Vehicle or Equipment may be sold under the reserve amount. In the event that WFS cannot contract the CLIENT WFS will not sell for less than \$200 less than the reserve amount.

12) Sales Off the Block: CLIENT may direct WFS to sell any consigned units pursuant to CLIENTS local municipal or State Codes.

ADDITIONAL TERMS AND CONDITIONS

1. When the sale is complete WFS will provide CLIENT with gross and net sales amounts. These figures will accompany a Bill of Sale.
2. The vehicles will remain registered in the name of the CLIENT until sold.
3. All risk of Loss or Damage to or resulting from the transportation or storage of Vehicles or Equipment while in the possession or control of WFS or Partner Auction shall remain with the CLIENT, except for loss or damage due to gross negligence or intentional acts of WFS or Partner Auction.
4. The CLIENT understands that neither WFS nor Partner Auction in no way warrants or guarantees the sale of any consigned Vehicles, Equipment or Surplus Property.
5. WFS or Partner Auction will not carry out any alterations, repairs, servicing or reconditioning of the Vehicle or Equipment unless the CLIENT consents in writing. Any written agreement will specify the charges for which the CLIENT is responsible.
6. In most cases transportation of large or oversize Equipment will be billed by the hour. WFS will do it's best to estimate to the closest dollar amount but cannot be held responsible for any delays that may increase the original estimate.

NOTICES:

Administrative notices to the City of Covington shall be sent to the following address:

**Ross Junkin
City of Covington
16720 SE 271st St. Suite 100
Covington, Washington 98042
Telephone: (253) 638-1431**

Legal notices shall be sent to the City of Covington at the above address.

Notices to the Contractor shall be sent to the following address:

**Wilson Fleet Services
1200 West Division
Mount Vernon, WA 98273
Telephone number: (360) 424-7459**

The point of contact for the Contractor or the person responsible for the contract services is:

**Name: Jon Klump
Telephone Number: (360) 442-6181
Fax Number: (360) 424-3389
E-mail: jklump@wilsonfleet.com**

**Covington Equipment Replacement Spreadsheet
2012 Budget**

ATTACHMENT 3

Vehicles

Update: 6/15/2011

Year	Description	Tag #	Replacement Date	Replacement Cost	Monthly Charge	Vehicle Life (months)	Remaining Vehicle Life (months) thru 2011	Replacement Total	Total in fund thru 2011	Operating Supplies	Fuel	Repairs & Maintenance	Assignment	Notes
2002	Dodge Dakota	2576	05/22/13	25,000	333.00	84	23	27,972	20,313	150	1,000	850	O&M (Ross)	Street 40%/SWM 40%/Parks 20%
2002	Dodge Stratus	2578	08/30/13	19,980	333.00	84	0	19,980	19,980	50	750	850	Central Services	Central Services 100%
2001	Dodge Flatbed	2764	05/25/12	19,980	333.00	60	12	19,980	15,984	200	1,000	1,500	O&M	Street 40%/SWM 40%/Parks 20%
1997	Ford F350 Dump	2765	05/25/12	19,980	333.00	60	12	19,980	15,984	200	1,000	1,500	O&M	Street 40%/SWM 40%/Parks 20%
2002	Chevy Trailblazer	2768	06/06/12	19,980	333.00	60	12	19,980	15,984	150	750	850	Dev Svcs (Robert)	Dev Svcs 100%
2001	GMC Sonoma	2882	04/17/13	19,980	333.00	60	22	19,980	12,654	150	1,000	850	Comm Dev (Louis)	Comm Dev 100%
2003	Chevy Trailblazer	2883	04/28/13	19,980	333.00	60	22	19,980	12,654	150	1,000	850	Street/SWM (Don)	Street 40%/SWM 60%
2003	Chevy Tahoe	2900	07/08/13	19,980	333.00	60	25	19,980	11,655	150	1,000	850	SWM (Ben/Shawn)	SWM 100%
2003	Ford Expedition	2909	08/14/13	19,980	333.00	60	26	19,980	11,322	150	1,000	850	Dev Svcs (Nelson)	Dev Svcs 100%
2008	Ford F350 Crew Cab	3252	05/27/20	35,040	292.00	120	108	35,040	3,504	200	1,200	1,000	O&M	Street 40%/SWM 40%/Parks 20%
2005	Freightliner SwapLoader	3307	07/01/21	70,200	585.00	120	120	70,200	0	300	1,200	1,950	O&M	Street 40%/SWM 40%/Parks 20%
	Dodge Pickup (2673) Replacement			19,980	333.00	60.00	60.00	19,980	0	150	1,000	850	O&M	Street 40%/SWM 40%/Parks 20%

30504.00 12201.60

Equipment

Year	Description	Tag #	Replacement Date	Replacement Cost	Monthly Charge	Total Vehicle Life (months)	Remaining Vehicle Life (months) thru 2011	Replacement Total	Total in fund thru 2011	Operating Supplies	Fuel	Repairs & Maintenance	Assignment	Notes
2002	Onan Generator (City Hall)	1892	01/01/31	35,000	146.00	240	240	35,040	0	50	400	3,200	Central Services	Central Services 100%
2004	Radar Trailer	2012	02/01/16	2,676				0	0	50	0	300	Street/Police	Street 50%/Police 50%
1992	Swenson Sander	2674	01/01/21	10,000	92.00	120	108	9,936	1,104	50	0	300	Street	Street 100%
2006	Veritech Deicer Tank	2707	01/01/21	4,500	32.00	120	84	2,688	1,152	50	0	75	Street	Street 100%
2007	Monroe Sander	2745	01/01/20	9,000	82.00	120	108	8,856	984	50	100	300	Street	Street 100%
2007	John Deere Backhoe	2761	06/29/27	96,000	400.00	240	186	96,000	21,600	50	1,000	4,000	O&M	Street 40%/SWM 40%/Parks 20%
2007	Deweze Pond Mower	2766	06/01/17	55,000	590.00	101	65	55,002	21,240	500	1,200	2,000	SWM	SWM 100%
2009	Kubota Finish Mower	3123	05/19/19	15,000	125.00	120	89	15,000	3,875	200	250	250	O&M	Street 40%/SWM 40%/Parks 20%

15852.00 6340.80 18542.40

**Covington Equipment Replacement Spreadsheet
2012 Budget**

Miscellaneous - Not Included in Equipment Replacement Fund. Include in the appropriate funds (see Notes).

Description	Tag #	Replacement Date	Replacement Cost						Operating Supplies	Fuel	Repairs & Maintenance	Assignment	Notes
Enclosed Trailer	2395	N/A	0						0	0	150	O&M	Street 40%/SWM 40%/Parks 20%
Water Trailer	2396	N/A	0						50	50	150	O&M	Street 40%/SWM 40%/Parks 20%
Snow Plow	2675	N/A	0						200	0	0	Street	Street 100%
Snow Plow 2007	2746	N/A	0						200	0	0	Street	Street 100%
Equipment Trailer	2767	N/A	0						200	0	100	O&M	Street 40%/SWM 40%/Parks 20%
Rental Vehicles	N/A	N/A	0						0	1,000	550	O&M	Street 40%/SWM 40%/Parks 20%
Rental Equipment	N/A	N/A	0						50	500	350	O&M	Street 40%/SWM 40%/Parks 20%
Small Power Equipment	N/A	N/A	0						500	1,500	650	O&M	Street 40%/SWM 40%/Parks 20%
Total									1,200	3,050	1,950		
Street									480	1,220	780		
SWM									480	1,220	780		
Parks Maint.									240	610	390		

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH DAVID EVANS AND ASSOCIATES (DEA) FOR AN INTEGRATED TRAFFIC IMPACT AND CONCURRENCY MANAGEMENT SYSTEM.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Agreement for Services
2. Comparison of Historical Traffic Review Fees with Proposed Options
3. Traffic Review Fee Table – DEA Portion
4. Traffic Review Fee Table – Option 1 or Option 3 (first year)

PREPARED BY: Don Vondran, PE, City Engineer

EXPLANATION:

Traffic Model Overview

On May 10, 2011 the City Council was given a presentation on updating the current traffic model in order to make more informed development decisions that better shape the future of the city. As a reminder, the current traffic model was developed on a DOS based software program that is not currently supported. Therefore, the effectiveness of the model as a tool to help predict development impacts, infrastructure needs and scenario building is virtually zero.

Because the Covington Traffic Model is limited our alternative has been the King County model. However, King County has verbally informed the city that they will not be continuing to provide traffic concurrency model runs as part of our Interlocal Agreement. We have not been officially notified of the date this service will end, but at such time King County terminates the concurrency Interlocal we will need to have a traffic model that will be able to provide that information for developments. No other public agency provides concurrency testing service for local governments. Most cities have brought their concurrency tests in-house or hired consultants to manage and run the models.

After the council meeting in May, staff issued a Request for Proposals (RFP) from consultants for an integrated Traffic Impact/Concurrency Management System that would update the model and develop a system to test developments for concurrency. David Evans and Associates (DEA) submitted a proposal that met the requirements of the RFP and has the expertise to provide the necessary services for the city. DEA's proposal also includes maintaining (keeping it current) the model and conducting the individual analysis for each development, which will cover our concurrency and traffic analysis review needs for development review.

Implementation of the Traffic Model

Implementing a system that will provide in-house review of concurrency and produce a full traffic report has been proven to be beneficial to developers as well. As part of the development

review process, a developer is required to hire a transportation consultant to conduct a traffic analysis for their development that identifies traffic related impacts on city infrastructure. This direct cost can range between \$1,500 and \$15,000+ depending on the proposed land use and size of the development. Then the developer is required to pay a city traffic review and concurrency fee for the city to review the document for compliance with level of service, trip generation and traffic impacts. This fee ranges from \$3,100 to \$7,000+ depending on the proposed land use and size of the development. A typical commercial project may pay upwards of \$25,000 to complete the transportation analysis associated with their development (developer plus city costs).

The following table shows examples of the costs that developers have paid to consultants to produce a Traffic Impact Analysis (TIA) for their development:

Development Name	Actual Developer Cost to Consultant for TIA
Multi-Care Emergency Facility	\$10,000.00
LA Fitness	\$18,922.00
Covington Legacy (Home Depot)	\$23,457.00

One of the purposes of upgrading the traffic model is to provide a system where the concurrency and traffic analysis are calculated by the city and the developer would not be required to hire a consultant to conduct a traffic impact analysis. The developer would see a higher traffic review fee from the City, however there would be an overall net savings to the developer by eliminating the need to produce a traffic impact analysis. If the developer disagreed with the city's assessment, at that time they could obtain their own traffic model for the city to evaluate. This type of system has been successfully implemented in other jurisdictions such as the City of Mount Vernon and the City of Gig Harbor.

This system will be beneficial as the city evaluates long range planning for transportation and infrastructure within the city and as a result of future development. Investing in this system now will also save costs in the future as part of the required 2013 Comprehensive Plan Update. Approximately 65% (\$58,000) of the initial setup costs would have had to be spent during the Comprehensive Plan Update. Investing in the model now puts the City ahead of their requirement to provide an updated CIP program, 20 year projections, and level of service requirements that staff and/or a consultant would be required to forecast as part of the update.

FISCAL IMPACT:

The contract with David Evans and Associates to complete the traffic model upgrade is \$90,000. It is recommended that the initial cost be paid from the cumulative reserve fund as a onetime transfer to the Street Fund, which is required to remain above \$2.0 million and it is currently at \$2.4 million. The reserve funds would be paid back over time through a portion of the concurrency and traffic review fees collected from future developments.

Options for repayment of cumulative reserve funds

In order to determine the payback period, we looked at actual traffic review fees that were collected over the last four years (See Attachment 2). In addition, we calculated what traffic review fees would be based on this revised proposed program (table on right side of Attachment 2).

The first column is the fee that would be billed to the city for DEA to review that project or a similar project. The next two columns are options for what the traffic review fee could be in order to payback the initial \$90,000. These two columns include the fee for DEA from the first column. Option #1 applies a 50% “overhead” factor to the DEA review fee (column #1). In comparing the Option #1 column with the actual traffic review fees that were collected (table on left side of Attachment 2), there is some considerable differences both high and low. However, taking into consideration the savings that the developer would see by not having to hire a consultant to do a TIA, the costs to the developer are reduced and in some cases significantly reduced.

For example, the Soos Creek Shopping Center development (Row #1) shows the largest increase in review fees to the developer if a similar development were to be submitted under this proposed scenario. However, this is a 100,000 SF shopping center that would have significant traffic impacts to the city’s infrastructure. Under the current system, the developer would need to hire a consultant to do a TIA and would pay around \$15,000 for that analysis to be done. If that is added to the \$6,748 that was collected by the city, the developer’s cost is over \$21,000, which is considerably more than the amounts in option #1 and #2.

Attachment 3 is a traffic review fee table that DEA would use to determine what will be billed to the city based on the type and size of a development. In order for the city to recoup the initial \$90,000, a traffic review fee schedule would need to be adopted with an overhead factor allowing for recovery over a period of years. Three options are proposed for consideration.

Option #1 is a 50% overhead factor applied to the DEA rate table. Based on historical averages this would take over 11 years to recoup the costs. There is some concern with recouping the costs over this long of a period. Though DEA will be keeping the traffic model current, a payback period of 5-7 years is more comfortable as it correlates closer to Comprehensive Plan update schedules and likely advances in technology.

Option #2 is a 75% overhead factor applied to the DEA table and would result in an estimated payback of about 7.5 years. Although Option #2 is more in line with the desired payback schedule, there could be concern with a perceived larger increase in fees (even though these fees are still less than what developers would pay with a TIA) given the current state of the economy.

Option #3 is the same as Option #1, but with a 6% increase applied each year to the city traffic review fee. The DEA billing rate to the city remains flat; therefore the amount going back to the cumulative reserve fund results in about a 15% increase each year. This would allow the fees to be set for the first year as outlined in Option #1 and each year a factor could be applied during the annual fee resolution update that evaluates current development activity and economic trends.

A payback schedule based on the above options is as follows:

Payback Schedule			
Year	Option 1	Option 2	Option 3
2012	\$ 8,018.00	\$ 12,027.00	\$ 8,018.00
2013	\$ 8,018.00	\$ 12,027.00	\$ 9,461.18
2014	\$ 8,018.00	\$ 12,027.00	\$ 10,990.95
2015	\$ 8,018.00	\$ 12,027.00	\$ 12,612.51
2016	\$ 8,018.00	\$ 12,027.00	\$ 14,331.36
2017	\$ 8,018.00	\$ 12,027.00	\$ 16,153.34
2018	\$ 8,018.00	\$ 12,027.00	\$ 18,084.64
2019	\$ 8,018.00		
2020	\$ 8,018.00		
2021	\$ 8,018.00		
2022	\$ 8,018.00		
Total	\$ 88,198.00	\$ 84,189.00	\$ 89,651.98

Attachment 4 is an example of what the actual traffic review table would look like if Option #1 or Option #3 (first year) were adopted.

CITY COUNCIL ACTION:

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute an Agreement for Services with David Evans and Associates to develop an integrated traffic impact and concurrency management system and utilize the Cumulative Reserve Fund to pay for the initial investment.

Council member _____ moves, Council member _____ seconds, to utilize Option _____ as the method to pay back the Cumulative Reserve Fund.

(This will be followed up with a resolution modifying the fee resolution accordingly.)

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
AGREEMENT FOR SERVICES

ATTACHMENT 1

THIS AGREEMENT FOR SERVICES is entered into this _____ day of January, 2012, by and between the City of Covington (“City”), a Washington municipal corporation, and David Evans and Associates (“Consultant”), a corporation.

RECITALS:

A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform an integrated traffic impact and concurrency management system on behalf of the citizens of Covington; and

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

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

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

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

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

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

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than December 31, 2016 (“Term”), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant as follows:

4.1.1 \$90,000 for the initial development of the integrated traffic impact and concurrency management system with additional task orders to conduct traffic reviews for developments on a task order basis per the Traffic Review table set forth in Exhibit “B”.

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

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

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

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

6. Ownership and Use of Documents. Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Consultant in connection

with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Consultant shall be delivered to the City. No confidential information obtained or created by Consultant shall be disclosed to any person or party other than the City without the City's prior written consent.

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

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

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

9. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Consultant shall at a minimum obtain and carry the following insurance in such forms and with such carriers who have a rating satisfactory to the City:

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22.1 if to the Consultant, to:

David Evans & Associates, Inc.
415 118th Avenue SE
Bellevue, WA 98005

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

22.2 if to the City, to:

City of Covington
16720 SE 271st Street, Suite100
Covington, WA 98042

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

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

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

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

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

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

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

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

City of Covington

Scope of Services
Integrated Traffic Impact and Concurrency Management System

This scope of services is a new agreement between the City of Covington (City) and David Evans and Associates, Inc. (DEA) to build an integrated traffic concurrency management system, to update and recalibrate the traffic data and forecasting model used for concurrency analysis, and to provide documentation, and to provide other transportation technical services at the City's request. The scope of services will include the following tasks:

Task 1 Project Management

This task provides for management and coordination activities that are necessary to complete the work program, in addition to technical tasks necessary for deliverable products. The activities shall include project administration, preparation of monthly invoices and progress reports, city-consultant coordination and meetings, and quality control and quality assurance.

Task 2 Collect Citywide Traffic Counts

This task will develop traffic count and other monitoring information to establish the new citywide base traffic condition. The count program will consist of both tube counts for 3 weekdays and intersection turn movement counts for the afternoon peak period and some critical intersections for the morning peak period. The 3-day tube counts are needed at approximately 12 locations citywide, to document the weekday daily total volumes, the variation within the day by 15-minute intervals, and identify the actual afternoon peak hour at each location. Based on that information, the standard peak hour citywide will be validated, and turn movement counts will be conducted at approximately 45 intersections citywide, for the two-hour period covering the afternoon peak hour and approximately 10 intersections citywide for the two-hour period covering the morning peak hour. The new base year is 2011. Counts should ideally be collected citywide within the same week or same month in fall 2011, to approximate annual average conditions. The new count data will be used to calibrate the 2011 VISUM model to the 2011 base condition.

DEA will:

- Review with City staff to identify the count locations for intersection turning movement counts in the PM peak hour and for arterial weekday traffic counts on a 3-day period.
- Determine with the City a set of approximately 45 intersections to be counted in a weekday afternoon peak period and 10 intersections to be counted in a weekday morning peak period for turning movement analysis, and 12 locations for 3-day 24 hours tube counts.
- Hire traffic count vendor(s) to collect traffic count in fall 2011 when school is in session.
- Review the 2011 traffic count data and balance the traffic counts between close-spaced intersections.
- Prepare traffic count summary report.

Task 3 Land Use Data Update

This task provides for updating the traffic model's inventory of land use in each Traffic Analysis Zone, or TAZ, to 2011 actual conditions. The latest 2007 land use data from TMODEL2 within the City limits will be reviewed and compared to other information on hand in the City's Geographic Information System (GIS), if any, to verify the land use information used in the traffic model for the base year. DEA will work with City staff to identify the land use and network changes between 2007 and 2011. Those changes will be updated in the citywide traffic demand model. This land use data shall accurately represent existing occupied land uses at the time traffic counts are gathered. New methods of data assembly and transfer may be utilized as well.

DEA will:

- Obtain City's GIS parcel database files for current inventory of housing and other built structures if any.
- Compile existing land use inventory within each TAZ, in terms of dwellings by type, building square feet by type of business activity and zoning, and acres by zoning code.
- Obtain and verify the land use from PSRC traffic model and convert to Covington zone system.
- Provide TAZ land use data to traffic model for Task 4 use.
- Maintain land use inventory for 2011 and pipeline developments.
- Prepare land use documentation report.

Task 4 Existing Citywide VISUM Model

This task provides for conversion of the existing City of Covington traffic model from TMODEL2 software to VISUM software. The TMODEL2 software will be replaced with VISUM software, to take advantage of broader capabilities of VISUM in several technical areas. TMODEL2 software is DOS-based rather than Windows-based, among other limitations, and is unable to utilize many features of Windows and internet-based data technology. VISUM is a user-friendly, windows-based multimodal transportation modeling program and has a very strong analysis tool for transportation modeling and planning and powerful network object graphic display includes background, link and turn volumes, link volumes bandwidth and link and zone origin-destination flow bundle. It also has flexible data management and exchange between VISUM and EMME/3, TMODEL2, GIS and other transportation planning software.

Network coding and land use data will be updated in VISUM. The four-step (trip generation, trip distribution, mode choice, and traffic assignment) modeling procedure will then be built into VISUM by referring to the TMODEL procedure. The existing VISUM model will be calibrated and validated to reflect existing traffic conditions.

DEA will:

- Use Navteq data to build the link and node network that includes a true alignment of links that are detailed down to the local street level for accurate traffic assignment.
- Import the zoning system from TMODEL2 to VISUM and review the zone system to determine if further zone subdivision is needed for more precise modeling of trip generation by small areas.
- Determine the link and node capacity.
- Determine link and node delay function and turn penalty.

- Populate the traffic model with 2011 land use information from Task 3.
- Develop four-step modeling procedure.
 - Initially, DEA will use trip generation rate defined in T-Model and refined as necessary during model calibration/validation.
 - DEA will also use gravity model parameter defined in T-Model and refined as necessary during model calibration/validation.
- Calibrate distribution and assignment model to reasonably match 2011 counts.
- Validate the existing VISUM model.
- Conduct post-processing and model adjustments.
- Prepare model documentation report.

Task 5 Build a Citywide Concurrency Pipeline VISUM Forecasting Model

The short-term pipeline concurrency model will be developed based on the existing calibrated travel demand forecasting model and the previous TMODEL.

Within the city limits, the pipeline land use will be updated from the previous TMODEL concurrency land use. DEA will work with City staff to verify all the pipeline developments that are still valid or have been recently approved, expired or withdrawn. The verified developments will then be updated in the citywide concurrency traffic demand forecasting model. Next DEA will confirm with city staff the six-year transportation improvement program (TIP) project list and update the concurrency forecasting model with roadway and intersection improvement projects.

Outside the city limits, the land use growth will be interpolated from the land use between 2011 and 2030. The City has the 2030 land use from TMODEL and DEA will extract the 2030 land use and then verify the 2030 land use based on the PSRC 2030 lane use for growth interpolation.

The four step model procedures and parameters used in the existing calibrated travel demand model will be carried forward to the concurrency pipeline VISUM model. The post-processed adjustments will be verified and applied into the concurrency VISUM model.

Task 6 Build a Citywide Existing SYNCHRO Analysis Model

DEA will collect the citywide major intersection channelization, control type, signalized intersection timings and phasing and build a citywide existing operational analysis model using the existing traffic counts. The operational analysis model will be built using the SYNCHRO Program 7 that applies the Highway Capacity Manual (HCM) level of service methodology. For roundabout control intersections, DEA will use the aaSIDRA program, which is more sophisticated for roundabout analysis, to conduct the operational analysis. The citywide SYNCHRO model is intended to be built so that data exchange between VISUM and SYNCHRO can be automated.

The citywide intersection LOS and delay will be evaluated using the citywide SYNCHRO model for the 2011 existing condition. Excessive queues will be identified for the congested intersections.

Task 7 Build a Citywide Concurrency Pipeline SYNCHRO Analysis Model

The citywide short-term (in 6-year timeframe) concurrency pipeline operational analysis model will be built upon the existing SYNCHRO operational analysis model. The PM peak hour factor

and heavy vehicle percentages from existing conditions will be assumed for the short-term future analysis. Any approved TIP improvement projects including roadway and intersection improvements will be updated in the short-term concurrency pipeline SYNCHRO operational analysis model. The traffic volumes will be imported from the citywide short-term concurrency traffic forecasting model. For roundabout controlled intersections, DEA will use the aaSIDRA program to do the operational analysis. The citywide concurrency SYNCHRO model is intended to be built so that data exchange between VISUM and SYNCHRO can be automated.

The citywide intersection LOS and delay will be evaluated using the citywide SYNCHRO model for the short-term pipeline condition. Excessive queues will be identified for the congested intersections.

Task 8 Develop a Macro-Driven Program for Data Exchange

DEA will develop a macro in excel workbook for data exchange between the VISUM model and the SYNCHRO model to save tremendous amount time by manually input the volumes from the VISUM forecasting model to the SYNCHRO operational model and manually looking up the operational results from SYNCHRO.

The macro will help export the traffic volumes from the citywide VISUM model and import the traffic volumes into the citywide SYNCHRO model automatically and quickly. After operational analysis is done in SYNCHRO, the measures of level of service (LOS), delay, V/C (volume to capacity ratio) can be instantly exported from SYNCHRO back to the excel workbook. The macro-driven excel workbook will then automatically summarize the LOS, delay, and V/C and provide summary tables for existing conditions evaluation and future concurrency testing.

The macro-driven program will closely monitor the intersection LOS and arterial roadway capacity and flag any roadways and intersections with deficiencies.

Task 9 Create Concurrency Report Template

The concurrency report template will basically include a proposed development project description, site trip generation, site-trip distribution throughout the city network, city's concurrency link and intersection review criteria, link and intersection deficiencies, mitigation, and recommendation for approval. The report shall include the tables and figures necessary to document the impacts of the proposed new development, and to demonstrate whether the development passes or fails the City's concurrency test. In the case of a failure, DEA will identify, based on the analysis, one or more simple and direct actions that would have an effect sufficient to allow the development to pass. A sample concurrency report using the report template will be provided for city staff's review and comment

Task 10 Create a Fee Structure for Traffic Review/Concurrency Analysis

DEA will create a fee table comparable to other cities' fee tables for easy fee calculation for a concurrency test analysis. The fee table will generally consist of a base fee and a development fees calculated by a rate per unit, but will allow separate fee calculation for small developments and large developments based on land use categories such as residential (single family housing and multi-family housing and assisted living facilities), retail business (small retail such as bank etc. and larger retail such as shopping center, medical facilities, hotel, etc.), non-retail business (such as office, industrial and education), other (such as church, theater, and marina etc.), and special cases (if not specified).

Task 11 Maintain Up-to-date Software and Model

DEA will be committed to remain current on the VISUM program and SYNCHRO program at no charge to the City. DEA will update the city VISUM demand model, SYNCHRO operational model and land use inventory for the City when a concurrency test is requested by the City. DEA will maintain a VISUM version file and SYNCHRO file for each concurrency test and create a project specific report as well.

Task 12 On-Call Traffic Impact/Concurrency Assessments

DEA will maintain the citywide base model and concurrency model and perform concurrency evaluation tests for new development as needed and document each test results with a Concurrency Report. DEA will also defend the concurrency test results before developers, Hearing Examiners, City Councils, and Courts of law if requested.

At the City's request, DEA will conduct concurrency test for a proposed development using the City's integrated concurrency system. DEA shall add the proposed development to the cumulative set of existing, pipeline, and other previously added developments in the City's development review data base. DEA shall update the traffic model's input files accordingly, run the model, and update the intersection level of service analysis at all intersections in the City's monitoring system, and update the link volume/capacity analysis for all links in the city's monitoring system.

Task 13 Other Potential Services as Necessary (Optional)

DEA is prepared to provide additional on-call support services described as follows:

- Build a future 2040 travel demand model and a 2040 SYNCHRO model for the City.
- Perform scenario analysis for the Transportation Improvement Plan (TIP) and assist with TIP development and update.
- Provide traffic analysis and simulation for arterial corridor, interchange, and intersection improvement.
- Support impact fees revision and land use scenarios/annexation area testing.
- Provide traffic calming testing.
- Provide green house gas testing.
- Participate in meetings and presentations as requested.

Deliverables:

- Monthly invoice and progress report.
- Complete set of all traffic counts.
- Brief traffic count summary report.
- Complete VISUM Model documentation, including VISUM network coding, land use summary, four-step procedure, model calibration and validation, and link and intersection evaluation report for existing and pipeline conditions.
- Existing and pipeline intersection LOS and link capacity report.
- Concurrency analysis fee table.
- Sample concurrency report template.
- VISUM model and SYNCHRO model files upon request.

Schedule:

The project is scheduled to be completed within 8 months after signed and accepted by both parties.

Budget Management:

The Fee Amount is not to exceed \$90,000 for the initial development of the integrated traffic impact and concurrency management system with additional task orders to conduct traffic reviews for developments on a task order basis per the Traffic Review table set forth in Exhibit "B".

CITY RESPONSIBILITIES

The City will:

- Provide DEA with available transportation facility and system plans and inventory data in its possession, to the extent required for DEA tasks.
- Provide DEA with current comprehensive plan land use maps, zoning maps and codes, and generic land use density assumptions for estimating the development capacity of each zoning code category, consistent with current development practices and policies.
- Work with Pierce County and King County to obtain future land use forecasts.
- Provide DEA with other relevant transportation studies and/or data in its possession.
- Provide timely reviews of reports and information provided to it by DEA for comment
- Limit its reviews of DEA documents to one draft version and one final version.
- Develop and conduct all public information and discussion processes.

ESTIMATED COST AND HOURS

DAVID EVANS AND ASSOCIATES, INC. 415-118th Ave SE, Bellevue, WA 98005	Principal in Charge / QA / QC	Project Manager	Traffic Modeler	Traffic Engineer	Graphics Designer	Accounting Admin	Task Hours	Task Costs
	VLS / AMTE	MXLU / RSLP	MXRA / MXLU	AOW / MXRA / JODA	BEAM	MJRE / VLE / JXT / WXD / CNE / PAT		
Task 1 - Project Management	16	18				10	44	\$ 7,126
Prepare and submit invoices and progress report	2	8				8		
Provide project management, administration, coordination and meeting	8	6				2		
Provide supervision and QA/QC	6	4						
Task 2- Collect and Review Traffic Counts	2	2	8	12			24	\$ 3,372
Identify traffic count locations	1	1	4	4				
Review traffic count data	1	1	4	8				
Task 3 - Land Use Data Update	3	3	9	11			26	\$ 3,743
Collect and obtain land use for TAZ within the City	1	1	3	4				
Verify the land use outside the City	1	1	3	4				
Build land use inventory data base	1	1	3	3				
Task 4 - Existing Citywide VISUM Model (PM Peak Hour)	5	10	110	46			171	\$ 23,385
Network Building	1	2	8	8				
Land use and TAZ structure	1	2	8	4				
Count data input			10	12				
Four-step modeling procedure set up	1	2	16	8				
Model calibration and validation	1	2	60	8				
Model post-processing and adjustments	1	2	8	6				
Task 5 - Concurrency Pipeline VISUM Model (PM Peak Hour)	3	6	34	23			66	\$ 9,113
Update pipeline developments within City	1	2	10	6				
Obtain 6-year land use growth outside of the City	1	2	8	6				
Update 6-year TIP project in the model			8	6				
Validate Concurrency Pipeline Model	1	2	8	5				
Task 6 - Existing SYNCHRO Model (PM Peak Hour)	3	6	17	28			54	\$ 7,468
Collect intersection geometry and control data	1	2	4	8				
Build SYNCHRO network	1	2	4	8				
Import data into SYNCHRO			4	4				
Evaluate intersection LOS	1	2	5	8				
Task 7 - Pipeline SYNCHRO Model (PM Peak Hour)	3	3	12	22			40	\$ 5,578
Update SYNCHRO network with 6-year TIP projects	1	1	4	8				
Update with pipeline volumes	1	1	4	8				
Evaluate intersection LOS	1	1	4	6				
Task 8 - Develop a Macro-Driven Program for Data Exchange		1	12	4			17	\$ 2,285
Task 9 - Create Concurrency Report Template	1	2	12	4			19	\$ 2,651
Task 10 - Create a Fee Structure for Concurrency Analysis	1	1	8	4			14	\$ 1,966
Deliverables:	8	9	33	31	12	22	115	\$ 14,974
Traffic count summary report	1	2	8	8	6	4		
VISUM modeling documentation	4	3	16	16	6	12		
Existing and pipeline intersection LOS and link capacity report	1	2	6	4		2		
Concurrency analysis fee table	1	1	1	1		2		
Sample concurrency report template	1	1	2	2		2		
Total Hours	45	61	255	185	12	32	590	
Rate	\$ 221	\$ 145	\$ 135	\$ 130	\$ 105	\$ 98		
Direct Labor	\$ 9,945	\$ 8,845	\$ 34,425	\$ 24,050	\$ 1,260	\$ 3,136		\$ 81,661
SUBCONSULTANT SERVICES								
Traffic Counts for Task 2								\$ 8,000
EXPENSES								
Mileage at \$.555 per mile in 2011								\$ 339
TOTAL PROJECT COST								\$ 90,000

C:\Documents and Settings\sbates\Local Settings\Temporary Internet Files\Content.Outlook\LPMYOCX2\Integrated System Fee Estimate.xlsx\Sheet1

Traffic Review Fee Table - David Evans & Associates Portion

Formula 1 - SMALL Developments

Formula: Total Fee = Base Fee + Rate per Unit * DevelopmentUnits
 If calculated fee is **MORE** than \$6,500, use formula for Large Developments instead

Land Use Category	Typical examples or indicators	Development Unit	(a) Base Fee ¹	(b) Rate ¹ Per Unit	(c) Enter Development Size	(a)+(b)*(c) Calculate Total Fee	MAXIMUM No. of Units for this formula
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RESIDENTIAL

Residential - independent living	Single family, apartments, townhomes, condos	DU	\$1,500	\$ 50.00		\$0	100
Assisted living facilities	Residents don't drive; caregivers are employed	<i>bed</i>	\$1,500	\$ 12.50		\$0	400

RETAIL BUSINESS

Small Retail < 10KSF	Restaurants, banks, mini-mart ¹	1000sf	\$1,500	\$500.00		\$0	10
General Retail 10KSF-200KSF	Most stores, small shopping centers	1000sf	\$1,500	\$125.00		\$0	40
Large Retail >200ksf	Most shopping centers, superstores				use other table	use other table	NA
Day care	Child-care facilities	1000sf	\$1,500	\$125.00		\$0	40
Medical facilities - all	Clinic, hospital, dental, veterinary	1000sf	\$1,500	\$125.00		\$0	40
Hotel, motel by size	All types of rooms for rent	1000sf	\$1,500	\$ 50.00		\$0	100
Automotive services	Gas station, car wash, quick lube, tire store ¹	<i>vehicle servicing position</i>	\$1,500	\$125.00		\$0	40

¹ If vehicle servicing is secondary to convenience market or fast food business, use small retail rate above for building space only

NONRETAIL BUSINESS

Office	Workers at desks	1000sf	\$1,500	\$ 62.50		\$0	80
Industrial	Workers on shop floor	1000sf	\$1,500	\$ 62.50		\$0	80
Education	Schools, colleges	1000sf	\$1,500	\$ 62.50		\$0	80
Warehouse	Storage with minimal employment	1000sf	\$1,500	\$ 12.50		\$0	400

OTHER

Church, theater	Large space used in off-hours	1000sf	\$1,500	\$ 37.60		\$0	133
Recreation bldg	Health club, community center	1000sf	\$1,500	\$ 50.00		\$0	100
Movie theater	single or multi-screen	1000sf	\$1,500	\$ 50.00		\$0	100
Recreation land	Golf course, park	<i>acre</i>	\$1,500	\$ 12.50		\$0	400
Marina	Moorage for boats	<i>slip</i>	\$1,500	\$ 7.50		\$0	667
Park & Ride	Transit related car parking	<i>stall</i>	\$1,500	\$ 37.60		\$0	133

SPECIAL CASES

Not specified above	Use rate per peak hour trip	<i>pk hr trip</i>	\$1,500	\$ 50.00		\$0	100
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Fee schedule is based on typical trip generation rates, standardized across groups of similar land use categories

Formula 2 - LARGE Developments

Fee = Base Fee + Rate per Unit * DevelopmentUnits

If calculated fee is LESS than \$6,500, use formula for Small Developments instead

Land Use Category	Typical examples or indicators	Development Unit	(a) Base Fee ¹	(b) Rate ¹ Per Unit	(c) Enter Development Size	(a)+(b)*(c) Calculate Total Fee	MINIMUM No. of Units for this formula
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RESIDENTIAL

Residential - independent living	Single family, apartments, townhomes, condos	DU	\$4,000	\$ 25.00		\$0	100
Assisted living facilities	Residents don't drive; caregivers are employed	<i>bed</i>	\$4,000	\$ 6.25		\$0	400

RETAIL BUSINESS

Small Retail < 10KSF	Restaurants, banks, mini-mart ¹	1000sf	\$ 4,000	\$ 250.00	use other table	use other table	NA
General Retail 10KSF-200KSF	Most stores, small shopping centers	1000sf	\$ 4,000	\$ 62.50		\$0	40
Large Retail >200ksf	Most shopping centers, superstores	1000sf	\$ 4,000	\$ 12.50		\$0	200
Day care	Child-care facilities	1000sf	\$ 4,000	\$ 62.50		\$0	40
Medical facilities - all	Clinic, hospital, dental, veterinary	1000sf	\$ 4,000	\$ 62.50		\$0	40
Hotel, motel by size	All types of rooms for rent	1000sf	\$ 4,000	\$ 25.00		\$0	100
Automotive services	Gas station, car wash, quick lube, tire store ¹	<i>vehicle servicing position</i>	\$ 4,000	\$ 62.50		\$0	40

¹ If vehicle servicing is secondary to convenience market or fast food business, use small retail rate above for building space only

NONRETAIL BUSINESS

Office	High density employment	1000sf	\$ 4,000	\$ 31.25		\$0	80
Industrial	Low density employment	1000sf	\$ 4,000	\$ 31.25		\$0	80
Education	Schools, colleges	1000sf	\$ 4,000	\$ 31.25		\$0	80
Warehouse	Storage with minimal employment	1000sf	\$ 4,000	\$ 6.25		\$0	400

OTHER

Church, theater	Large space used in off-hours	1000sf	\$ 4,000	\$ 19		\$0	133
Recreation bldg	Health club, community center	1000sf	\$ 4,000	\$ 25		\$0	100
Movie theater	single or multi-screen	1000sf	\$ 4,000	\$ 25		\$0	100
Recreation land	Golf course, park	<i>acre</i>	\$ 4,000	\$ 6		\$0	400
Marina	Moorage for boats	<i>slip</i>	\$ 4,000	\$ 4		\$0	667
Park & Ride	Transit related car parking	<i>stall</i>	\$ 4,000	\$ 19		\$0	133

SPECIAL CASES

Not specified above	Use rate per peak hour trip	<i>pk hr trip</i>	\$ 4,000	\$ 25		\$0	100
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Fee schedule is based on typical trip generation rates, standardized across groups of similar land use categories

ATTACHMENT 2

Actual Traffic Review Fees Collected for Land Use Projects between 2008-2011				
Year	Project Name	ITE Code	Size	Actual Fee Collected (Traffic Review & Concurrency)
2008	Soos Creek Bus Center Par A	820-Shopping Center	100,602 SF	\$6,748.00
2008	Covington Heights Plat	210-SF Residential	23 Lots	\$2,718.00
2008	Soos Creek Center Parcel B	130-Industrial park	362,925 SF	\$6,748.00
2008	Burlea Partners Short Plat	210-Land Use	4 Lots	\$2,463.00
2008	Covington Prof Arts Building	720-Medical/Dental	22,803 SF	\$5,024.00
2009	Kentwood Plaza	720-Med/Dental - 815 Spec Retail	4,550 SF / 5,000 SF	\$5,274.00
2009	Apex Center	814-Specialty Retail	8,000 SF	\$5,274.00
2010	Solid Rock Phase 1	560-Church	20,315 SF	\$7,443.00
2010	Multi-care Emergency/2121	610-Hospital	24,000 SF	\$7,405.00
2010	Fred Meyer Fueling	944-Gas/Service Station	14 Fueling Stations	\$3,487.00
2011	Pink Elephant/2124	948-Car Wash	3,953 SF - 7 Bays	\$3,239.48
2011	Valley Med Center Emerg/2125	630-Medical Clinic	34,300 SF	\$7,405.00
2011	Firestone	848-Tire Store	8,500 SF	\$5,058.00
2011	Woodbridge Revision	210 SF Residential	3 Lots	\$2,444.00
2011	Covington Prof Arts Building	720-Medical/Dental	8,000 SF	\$5,096.00

Proposed Options for Revised Traffic Review Fee		
David Evans Consultant Fee Only (Fixed)	Option 1 Consultant Fee plus 50% for Recovery Cost (Includes DEA Portion)	Option 2 Consultant Fee Plus 75% for Recovery Cost (Includes DEA Portion)
\$10,312.50	\$15,469.00	\$18,047.00
\$2,650.00	\$3,975.00	\$4,638.00
\$8,537.50	\$12,806.00	\$14,941.00
\$1,700.00	\$2,550.00	\$2,975.00
\$4,350.00	\$6,525.00	\$7,613.00
\$6,063.00	\$9,094.00	\$10,609.00
\$5,500.00	\$8,250.00	\$9,625.00
\$2,252.00	\$3,378.00	\$3,941.00
\$4,500.00	\$6,750.00	\$7,875.00
\$3,250.00	\$4,875.00	\$5,688.00
\$2,375.00	\$3,563.00	\$4,156.00
\$5,750.00	\$8,625.00	\$10,063.00
\$2,750.00	\$4,125.00	\$4,813.00
\$1,650.00	\$2,475.00	\$2,888.00
\$2,500.00	\$3,750.00	\$4,375.00

Total Fees	\$75,826.48	\$64,140.00	\$96,210.00	\$112,247.00
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Net Amount paying back the Reserve Fund over 4 year Period	\$32,070.00	\$48,107.00
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Average per year paying back the reserve fund	\$8,017.50	\$12,026.75
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Payback (years)	11.23	7.48
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ATTACHMENT 3

Traffic Review Fee Table - David Evans & Associates Portion

Formula 1 - SMALL Developments

Formula: Total Fee = Base Fee + Rate per Unit * DevelopmentUnits
 If calculated fee is **MORE** than \$6,500, use formula for Large Developments instead

Land Use Category	Typical examples or indicators	Development Unit	(a) Base Fee ¹	(b) Rate ¹ Per Unit	(c) Enter Development Size	(a)+(b)*(c) Calculate Total Fee	MAXIMUM No. of Units for this formula
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RESIDENTIAL

Residential - independent living	Single family, apartments, townhomes, condos	DU	\$1,500	\$ 50.00		\$0	100
Assisted living facilities	Residents don't drive; caregivers are employed	<i>bed</i>	\$1,500	\$ 12.50		\$0	400

RETAIL BUSINESS

Small Retail < 10KSF	Restaurants, banks, mini-mart ¹	1000sf	\$1,500	\$500.00		\$0	10
General Retail 10KSF-200KSF	Most stores, small shopping centers	1000sf	\$1,500	\$125.00		\$0	40
Large Retail >200ksf	Most shopping centers, superstores				use other table	use other table	NA
Day care	Child-care facilities	1000sf	\$1,500	\$125.00		\$0	40
Medical facilities - all	Clinic, hospital, dental, veterinary	1000sf	\$1,500	\$125.00		\$0	40
Hotel, motel by size	All types of rooms for rent	1000sf	\$1,500	\$ 50.00		\$0	100
Automotive services	Gas station, car wash, quick lube, tire store ¹	<i>vehicle servicing position</i>	\$1,500	\$125.00		\$0	40

¹ If vehicle servicing is secondary to convenience market or fast food business, use small retail rate above for building space only

NONRETAIL BUSINESS

Office	Workers at desks	1000sf	\$1,500	\$ 62.50		\$0	80
Industrial	Workers on shop floor	1000sf	\$1,500	\$ 62.50		\$0	80
Education	Schools, colleges	1000sf	\$1,500	\$ 62.50		\$0	80
Warehouse	Storage with minimal employment	1000sf	\$1,500	\$ 12.50		\$0	400

OTHER

Church, theater	Large space used in off-hours	1000sf	\$1,500	\$ 37.60		\$0	133
Recreation bldg	Health club, community center	1000sf	\$1,500	\$ 50.00		\$0	100
Movie theater	single or multi-screen	1000sf	\$1,500	\$ 50.00		\$0	100
Recreation land	Golf course, park	<i>acre</i>	\$1,500	\$ 12.50		\$0	400
Marina	Moorage for boats	<i>slip</i>	\$1,500	\$ 7.50		\$0	667
Park & Ride	Transit related car parking	<i>stall</i>	\$1,500	\$ 37.60		\$0	133

SPECIAL CASES

Not specified above	Use rate per peak hour trip	<i>pk hr trip</i>	\$1,500	\$ 50.00		\$0	100
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Fee schedule is based on typical trip generation rates, standardized across groups of similar land use categories

Addendum 1 - Exhibit 1
Formula 2 - LARGE Developments

Fee = Base Fee + Rate per Unit * DevelopmentUnits
 If calculated fee is **LESS** than \$6,500, use formula for Small Developments instead

Land Use Category	Typical examples or indicators	Development Unit	(a) Base Fee ¹	(b) Rate ¹ Per Unit	(c) Enter Development Size	(a)+(b)*(c) Calculate Total Fee	MINIMUM No. of Units for this formula
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RESIDENTIAL

Residential - independent living	Single family, apartments, townhomes, condos	DU	\$4,000	\$ 25.00		\$0	100
Assisted living facilities	Residents don't drive; caregivers are employed	<i>bed</i>	\$4,000	\$ 6.25		\$0	400

RETAIL BUSINESS

Small Retail < 10KSF	Restaurants, banks, mini-mart ¹	1000sf	\$ 4,000	\$ 250.00	use other table	use other table	NA
General Retail 10KSF-200KSF	Most stores, small shopping centers	1000sf	\$ 4,000	\$ 62.50		\$0	40
Large Retail >200ksf	Most shopping centers, superstores	1000sf	\$ 4,000	\$ 12.50		\$0	200
Day care	Child-care facilities	1000sf	\$ 4,000	\$ 62.50		\$0	40
Medical facilities - all	Clinic, hospital, dental, veterinary	1000sf	\$ 4,000	\$ 62.50		\$0	40
Hotel, motel by size	All types of rooms for rent	1000sf	\$ 4,000	\$ 25.00		\$0	100
Automotive services	Gas station, car wash, quick lube, tire store ¹	<i>vehicle servicing position</i>	\$ 4,000	\$ 62.50		\$0	40

¹ If vehicle servicing is secondary to convenience market or fast food business, use small retail rate above for building space only

NONRETAIL BUSINESS

Office	High density employment	1000sf	\$ 4,000	\$ 31.25		\$0	80
Industrial	Low density employment	1000sf	\$ 4,000	\$ 31.25		\$0	80
Education	Schools, colleges	1000sf	\$ 4,000	\$ 31.25		\$0	80
Warehouse	Storage with minimal employment	1000sf	\$ 4,000	\$ 6.25		\$0	400

OTHER

Church, theater	Large space used in off-hours	1000sf	\$ 4,000	\$ 19		\$0	133
Recreation bldg	Health club, community center	1000sf	\$ 4,000	\$ 25		\$0	100
Movie theater	single or multi-screen	1000sf	\$ 4,000	\$ 25		\$0	100
Recreation land	Golf course, park	<i>acre</i>	\$ 4,000	\$ 6		\$0	400
Marina	Moorage for boats	<i>slip</i>	\$ 4,000	\$ 4		\$0	667
Park & Ride	Transit related car parking	<i>stall</i>	\$ 4,000	\$ 19		\$0	133

SPECIAL CASES

Not specified above	Use rate per peak hour trip	<i>pk hr trip</i>	\$ 4,000	\$ 25		\$0	100
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Fee schedule is based on typical trip generation rates, standardized across groups of similar land use categories

Traffic Review Fee Table - Option 1
Formula 1 - SMALL Developments

Formula: Total Fee = Base Fee + Rate per Unit * DevelopmentUnits
 If calculated fee is **MORE** than \$9,750, use formula for Large Developments instead

Land Use Category	Typical examples or indicators	Development Unit	(a) Base Fee ¹	(b) Rate ¹ Per Unit	(c) Enter Development Size	(a)+(b)*(c) Calculate Total Fee	MAXIMUM No. of Units for this formula
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RESIDENTIAL

Residential - independent living	Single family, apartments, townhomes, condos	DU	\$2,250	\$ 75.00		\$0	100
Assisted living facilities	Residents don't drive; caregivers are employed	<i>bed</i>	\$2,250	\$ 18.75		\$0	400

RETAIL BUSINESS

Small Retail < 10KSF	Restaurants, banks, mini-mart ¹	1000sf	\$2,250	\$750.00		\$0	10
General Retail 10KSF-200KSF	Most stores, small shopping centers	1000sf	\$2,250	\$187.50		\$0	40
Large Retail >200ksf	Most shopping centers, superstores				use other table	use other table	NA
Day care	Child-care facilities	1000sf	\$2,250	\$187.50		\$0	40
Medical facilities - all	Clinic, hospital, dental, veterinary	1000sf	\$2,250	\$187.50		\$0	40
Hotel, motel by size	All types of rooms for rent	1000sf	\$2,250	\$ 75.00		\$0	100
Automotive services	Gas station, car wash, quick lube, tire store ¹	<i>vehicle servicing position</i>	\$2,250	\$187.50		\$0	40

¹ If vehicle servicing is secondary to convenience market or fast food business, use small retail rate above for building space only

NONRETAIL BUSINESS

Office	Workers at desks	1000sf	\$2,250	\$ 93.75		\$0	80
Industrial	Workers on shop floor	1000sf	\$2,250	\$ 93.75		\$0	80
Education	Schools, colleges	1000sf	\$2,250	\$ 93.75		\$0	80
Warehouse	Storage with minimal employment	1000sf	\$2,250	\$ 18.75		\$0	400

OTHER

Church, theater	Large space used in off-hours	1000sf	\$2,250	\$ 56.40		\$0	133
Recreation bldg	Health club, community center	1000sf	\$2,250	\$ 75.00		\$0	100
Movie theater	single or multi-screen	1000sf	\$2,250	\$ 75.00		\$0	100
Recreation land	Golf course, park	<i>acre</i>	\$2,250	\$ 18.75		\$0	400
Marina	Moorage for boats	<i>slip</i>	\$2,250	\$ 11.25		\$0	667
Park & Ride	Transit related car parking	<i>stall</i>	\$2,250	\$ 56.40		\$0	133

SPECIAL CASES

Not specified above	Use rate per peak hour trip	<i>pk hr trip</i>	\$2,250	\$ 75.00		\$0	100
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Fee schedule is based on typical trip generation rates, standardized across groups of similar land use categories

Formula 2 - LARGE Developments

Fee = Base Fee + Rate per Unit * DevelopmentUnits
 If calculated fee is **LESS** than \$9,750, use formula for Small Developments instead

Land Use Category	Typical examples or indicators	Development Unit	(a) Base Fee ¹	(b) Rate ¹ Per Unit	(c) Enter Development Size	(a)+(b)*(c) Calculate Total Fee	MINIMUM No. of Units for this formula
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RESIDENTIAL

Residential - independent living	Single family, apartments, townhomes, condos	DU	\$6,000	\$ 37.50		\$0	100
Assisted living facilities	Residents don't drive; caregivers are employed	<i>bed</i>	\$6,000	\$ 9.38		\$0	400

RETAIL BUSINESS

Small Retail < 10KSF	Restaurants, banks, mini-mart ¹	1000sf	\$ 6,000	\$ 375.00	use other table	use other table	NA
General Retail 10KSF-200KSF	Most stores, small shopping centers	1000sf	\$ 6,000	\$ 93.75		\$0	40
Large Retail >200ksf	Most shopping centers, superstores	1000sf	\$ 6,000	\$ 18.75		\$0	200
Day care	Child-care facilities	1000sf	\$ 6,000	\$ 93.75		\$0	40
Medical facilities - all	Clinic, hospital, dental, veterinary	1000sf	\$ 6,000	\$ 93.75		\$0	40
Hotel, motel by size	All types of rooms for rent	1000sf	\$ 6,000	\$ 37.50		\$0	100
Automotive services	Gas station, car wash, quick lube, tire store ¹	<i>vehicle servicing position</i>	\$ 6,000	\$ 93.75		\$0	40

¹ If vehicle servicing is secondary to convenience market or fast food business, use small retail rate above for building space only

NONRETAIL BUSINESS

Office	High density employment	1000sf	\$ 6,000	\$ 46.88		\$0	80
Industrial	Low density employment	1000sf	\$ 6,000	\$ 46.88		\$0	80
Education	Schools, colleges	1000sf	\$ 6,000	\$ 46.88		\$0	80
Warehouse	Storage with minimal employment	1000sf	\$ 6,000	\$ 9.38		\$0	400

OTHER

Church, theater	Large space used in off-hours	1000sf	\$ 6,000	\$ 28		\$0	133
Recreation bldg	Health club, community center	1000sf	\$ 6,000	\$ 38		\$0	100
Movie theater	single or multi-screen	1000sf	\$ 6,000	\$ 38		\$0	100
Recreation land	Golf course, park	<i>acre</i>	\$ 6,000	\$ 9		\$0	400
Marina	Moorage for boats	<i>slip</i>	\$ 6,000	\$ 6		\$0	667
Park & Ride	Transit related car parking	<i>stall</i>	\$ 6,000	\$ 28		\$0	133

SPECIAL CASES

Not specified above	Use rate per peak hour trip	<i>pk hr trip</i>	\$ 6,000	\$ 38		\$0	100
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Fee schedule is based on typical trip generation rates, standardized across groups of similar land use categories

Consent Agenda Item 5

Covington City Council Meeting

Date: January 10, 2012

SUBJECT: AN ORDINANCE CREATING A PERMANENT AUDIT COMMITTEE

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S):

1. Proposed Ordinance

PREPARED BY: Rob Hendrickson, Finance Director

EXPLANATION:

At the October 11, 2011 Council meeting, Ordinance 11-11 was adopted changing the city's qualified public depository and also repealing ordinance 104-98 in its entirety. In the process, the city's audit committee was eliminated thus leaving the city without an audit committee beginning January 1, 2012.

The proposed ordinance reinstates the audit committee. The proposed ordinance also simplifies the manner by which council members are appointed to the audit committee by enabling appointments through a motion of the council rather than a resolution.

ALTERNATIVES:

The BARS (Budgeting Accounting and Reporting System) Manual issued by the State Auditor states in part:

"The certification by the auditing officer in no manner relieves members of the governing body from the responsibility and liability for each voucher approved. It is the governing body's responsibility to ensure that the system of auditing and certifying vouchers is operating in a manner to provide the greatest possible protection for the governing body members and the municipality."

The council could appoint random council members to review accounts payable and payroll vouchers, however by reinstating the audit committee, this responsibility becomes more efficient.

FISCAL IMPACT:

Reinstating the audit committee reaffirms the council's intent to continue the fiduciary responsibility to provide financial oversight for the city. There is no dollar impact to reinstating the audit committee.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

**Council member _____ moves, Council member _____
seconds, to adopt an ordinance reinstating the audit committee.**

**Council member _____ moves, Council member _____
seconds, to appoint Councilmembers Mark Lanza, Marlla Mhoon, and
Wayne Snoey, to the Council's Audit Committee.**

REVIEWED BY: City Manager; City Attorney.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON REINSTATING THE AUDIT COMMITTEE OF THE CITY COUNCIL.

WHEREAS, the city created a permanent audit committee in Ordinance 104-98; and

WHEREAS, on October 11, 2011, Ordinance 11-11 rescinded Ordinance 104-98; and

WHEREAS, the city deems it necessary to reaffirm the permanent audit committee;

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

Section 1. The City Council hereby creates a permanent audit committee of the City Council that shall consist of three council members who shall be appointed by council motion. It shall be the duty of the audit committee to review all of the finances and accounting of the city in cooperation with the city’s Finance Director.

Section 2. This ordinance shall be in full force and effect five (5) days after its publication according to law. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 3. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in force and effect.

Passed by the City Council on the 10th day of January 2012.

Mayor Margaret Harto

PUBLISHED:
EFFECTIVE:

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM:

Sara Springer
City Attorney

Agenda Item 6
Covington City Council Meeting
Date: January 10, 2012

SUBJECT: 2012 APPOINTMENTS TO REGIONAL FORUMS:

- South County Area Transportation Board (SCATBd)
- Suburban Cities Association's Public Issues Committee (PIC)
- Metropolitan Solid Waste Management Advisory Committee (MSWMAC)
- Watershed Basins within Water Resource Inventory Area 9 Forum (WRIA 9)
- Kent Fire Department Regional Fire Authority (RFA)
- Southeast Area Transportation Solutions (SEATS)

RECOMMENDED BY: City Council

ATTACHMENT(S):

1. Table of Regional Forums Requiring Council Appointment

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:

In January of each year, the City Council appoints primary and alternate representatives to represent the City of Covington at the above regional forums.

Councilmembers have been contacted and current recruitment results are noted in the attached table.

ALTERNATIVES:

1. Discontinue participation in some of the forums.
2. Select different primary representatives and alternates than those proposed in the attached table.

FISCAL IMPACT: None.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the appointments as proposed in the attachment.

REVIEWED BY: City Manager

REGIONAL FORUMS REQUIRING COUNCIL APPOINTMENT – 2011 & 2012

Group	Notes	Meeting Information	Number of Positions	2011 Alternate	2011 Member	2012 Alternate	2012 Member
Metropolitan Solid Waste Management Advisory Committee (MSWMAC)	Diane Yates 206-296-4406, diane.yates@kingcounty.gov . The committee advises the Executive, the solid waste interlocal forum and the King County Council in all matters relating to solid waste management and participates in the development of the solid waste management system plan.	2 nd Friday, 11:15 am – 1:15 pm @ Seattle King Street Center	1 primary & 1 alternate	Jim Scott	Glenn Akramoff	Jim Scott	Glenn Akramoff
South County Area Transportation Board (SCATBd)	Contact: Sally Marks 206-263-4710 or sally.marks@kingcounty.gov http://www.kingcounty.gov/transportation/kcdot/PlanningAndPolicy/RegionalTransportationPlanning/Subareas/SouthCountyAreaTransportationBoard.aspx	3 rd Tuesday, 9:00 am @ SeaTac City Hall Council Chambers	1 primary & 1 alternate	Don Vondran	Wayne Snoey, Chair	Don Vondran	Wayne Snoey
Suburban Cities Association (SCA) - Public Issues Committee (PIC)*	Contact: Kristy Burwell 206-433-7168 or Kristy@SuburbanCities.org , http://www.suburbancities.org/public_issues/index.shtml	2 nd Wednesday, 7:00 pm @ Renton City Hall; see website to confirm	1 primary & 1 alternate	Mark Lanza	Marlla Mhoon		Marlla Mhoon
WRIA 9 Forum	http://www.ecy.wa.gov/apps/watersheds/wriapages/index.html	Varies – See Website for information	1 primary & 1 alternate	Glenn Akramoff	Marlla Mhoon, Co-Chair	Glenn Akramoff	Marlla Mhoon, Co-Chair
Kent Regional Fire Authority (RFA)	Governing board consists of 3 Kent councilmembers, 3 Kent fire district commissioners and one non-voting Covington councilmember.	1 st and 3 rd Wednesday of each month	1 primary	NA	Margaret Harto	NA	Margaret Harto
Southeast Area Transportation Solutions (SEATS)	Elected officials from cities of Covington, Black Diamond, Maple Valley, Auburn and Enumclaw, formed through Interlocal agreement.	Last Wednesday, 1:00 pm, Cov. City Hall	1 primary & 1 alternate	Jim Scott	Wayne Snoey	Jim Scott	Wayne Snoey

DISCUSSION OF FUTURE AGENDA TOPICS:

**6:00 p.m., Tuesday, January 24, 2012
Special Joint Meeting with Planning Commission**

7:00 p.m., Tuesday, January 24, 2012 Regular Meeting

(Draft Agendas Attached)

Covington: Unmatched quality of life



CITY OF COVINGTON SPECIAL MEETING AGENDA CITY COUNCIL JOINT STUDY SESSION WITH PLANNING COMMISSION Council Chambers – 16720 SE 271st Street, Suite 100, Covington

Tuesday, January 24, 2012 - 6:00 p.m.

****Please note meeting start time ****

GENERAL INFORMATION:

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

CALL CITY COUNCIL JOINT STUDY SESSION TO ORDER

ROLL CALL

APPROVAL OF AGENDA

ITEM(S) FOR DISCUSSION

1. Planning Commission 2012 Work Plan

PUBLIC COMMENT *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per speaker. If additional time is needed a person may request that the Council place an item on a future agenda as time allows.*

ADJOURN

Any person requiring disability accommodation should contact the City of Covington at (253) 638-1110 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial (253) 638-1110.

***Note* A Regular Council meeting will immediately follow at approximately 7:00 pm**



Covington: Unmatched quality of life



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

Tuesday, January 24, 2012
7:00 p.m.

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

****Note** A Special Meeting is scheduled from 6:00 to 7:00 p.m.**

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION - NONE

PUBLIC COMMENT *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per speaker. If additional time is needed a person may request that the Council place an item on a future agenda as time allows.**

APPROVE CONSENT AGENDA

- C-1. Minutes of January 10, 2012 (Scott)
- C-2. Vouchers. (Hendrickson)
- C-3. Interlocal Agreement with Southeast Area Regional Coalition for Housing (SEARCH) (Throm)
- C-4. Execute an Agreement with Reporter Newspapers (Slate)
- C-5. Accept CIP 1039 (Vondran)
- C-6. Ratify Easement Agreement with Covington Legacy, LLC (Hart/Lyons)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: December canceled; January 12 Meeting.
- Arts Chair Sandi Bisordi: November 10, December 8, and January 12 Meetings.
- Parks & Recreation Chair David Aldous: December canceled; January 18 Meeting.
- Planning Chair Daniel Key: Dec. 1 & Jan. 5 canceled; Dec. 15 and Jan. 19 Meetings.
- Economic Development Council Co-Chair Jeff Wagner: December 1 Meeting.

NEW BUSINESS

1. Consider Social Media Plan (Slate)
2. Code Amendments to Clarify Exemptions for School and Traffic Impact Fees (Lyons/Vondran)
3. Code Amendments to Permit Farmers Markets, Cross Reference Sign Standards and Create Parking Island Standards in Downtown Zones (Hart)
4. Award Contract for Replacement Permitting System (Hart/Meyers)

COUNCIL/STAFF COMMENTS

- Future Agenda Topics

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

EXECUTIVE SESSION

- Review the Performance of a Public Employee (RCW 42.30.110(1)(g))

ADJOURN

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