

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



Tuesday, January 14, 2014
7:00 p.m.

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

Council will interview Parks & Recreation Commission applicants beginning at 6:00 p.m.

OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS

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

ROLL CALL/PLEDGE OF ALLEGIANCE

SELECTION OF MAYOR

SELECTION OF MAYOR PRO TEM

RECEPTION FOR NEWLY ELECTED COUNCILMEMBERS, MAYOR AND MAYOR PRO TEM

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Proclamation for Human Trafficking Awareness Month (Lisa Foster)

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

APPROVE CONSENT AGENDA

- C-1. Minutes: November 26, 2013 Regular Meeting and December 3, 2013 Special Joint Meeting with CEDC & Chamber Board (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Agreement for Landscaping Services (Vondran)
- C-4. Authorize City Manager to Execute a Contract for Parks Impact Fee Consultant (Feser)
- C-5. Appointments to Council Appointees Exit Interview Sub Committee (Council)
- C-6. Appointments to Council's Audit Committee (Hendrickson)
- C-7. Appointments of 2014 Representatives to Regional Boards and Committees (Council)

NEW BUSINESS

- 1. Consider Appointments to Parks & Recreation Commission (Council)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – Potential Litigation (RCW 42.30.110(1)(i))

ADJOURN

For disability accommodation contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, dial (800) 833-6384 and ask the operator to dial 253-480-2400.

Consent Agenda Item C-1

Covington City Council Meeting

Date: January 14, 2014

SUBJECT: APPROVAL OF MINUTES: NOVEMBER 26, 2013 CITY COUNCIL
REGULAR MEETING MINUTES AND DECEMBER 3, 2013 SPECIAL JOINT
MEETING WITH COVINGTON ECONOMIC DEVELOPMENT COUNCIL &
CHAMBER BOARD MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

**Councilmember _____ moves, Councilmember _____
seconds, to approve the November 26, 2013 City Council Regular
Meeting Minutes and December 3, 2013 Special Joint Meeting
with Covington Economic Development Council & Chamber
Board Minutes.**

City of Covington
Regular City Council Meeting Minutes
Tuesday, November 26, 2013

(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, November 26, 2013, at 7:05 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, David Lucavish, Marlla Mhoon, Jim Scott, and Jeff Wagner.

COUNCILMEMBERS ABSENT:

Mark Lanza and Wayne Snoey.

Council Action: Councilmember Scott moved and Mayor Pro Tem Wagner seconded to excuse Councilmember Lanza who was ill and Councilmember Snoey who was on vacation. Vote: 5-0. Motion carried.

STAFF PRESENT:

Derek Matheson, City Manager; Noreen Beaufriere, Personnel Manager; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Karla Slate, Communications & Marketing Manager; Sara Springer, City Attorney; Scott Thomas, Parks & Recreation Director; Salina Lyons, Principal Planner; Angie Feser, Parks Planner; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Lucavish moved and Councilmember Mhoon seconded to approve the Agenda. Vote: 5-0. Motion carried.

PUBLIC COMMUNICATION:

Jeff Wagner gave a report on Republic Services.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Philip Jones, 26827 166th Place SE, Covington, asked Council to exercise restraint when applying the car tab fee now that Proposition 1 failed.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: October 22, 2013 City Council Regular Meeting Minutes; October 26, 2013 City Council Budget Workshop Minutes; and November 12, 2013 City Council Regular Meeting Minutes.

C-2. Vouchers #30276-30331, in the Amount of \$367,732.97, Dated November 12, 2013; and Paylocity Payroll Checks #1001777088-1001777101 Inclusive, Plus Employee Direct Deposits in the Amount of \$174,749.93, Dated November 22, 2013.

C-3. Town Center Study Authorization.

C-4. Timberlane Estates Stormwater Project Task Authorization.

Council Action: Councilmember Lucavish moved and Mayor Pro Tem Wagner seconded to approve the Consent Agenda. Vote: 5-0. Motion carried.

REPORTS OF COMMISSIONS:

Human Services Commission – Chair Haris Ahmad reported on the November 14 meeting.

Arts Commission – Secretary Gini Cook reported on the November 14 meeting.

Planning Commission – Chair Sean Smith reported on the November 7 and November 21 meetings.

Parks & Recreation – Vice Chair Troy McIntyre reported on the November 20 meeting.

Economic Development Council – Co-Chair Jeff Wagner reported on the October 24 meeting.

PUBLIC HEARING:

1. Receive Public Testimony Regarding Proposed Fiscal Year 2014 Budget.

Finance Director Rob Hendrickson gave the staff report on this item.

Mayor Harto called for public comments for the public hearing.

Leroy Stevenson, 26838 166th Place SE, Covington, reiterated his opinion that the budget overhead still seems disproportionate to the amount of actual services provided and requested Council in future budgets to keep looking for ways to reduce the amount of management and overhead of the city and to keep things proportionate not only to the incomes of the citizens, but to the tasks of the city.

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

ORDINANCE NO. 11-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE REGULAR PROPERTY TAX LEVY FOR 2013 FOR COLLECTION IN 2014.

Council Action: Councilmember Scott moved and Mayor Pro Tem Wagner seconded to adopt Ordinance No. 11-13 setting the 2013 property tax levy for collection in 2014 at \$2,500,000. Vote: 5-0. Motion carried.

ORDINANCE NO. 12-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, SPECIFICALLY AUTHORIZING A PROPERTY TAX INCREASE IN TERMS OF BOTH DOLLARS AND PERCENTAGES AS PURSUANT TO RCW 84.55.120.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to adopt Ordinance No. 12-13 authorizing a property tax increase of two percent (2.0%), or \$47,470, pursuant to RCW 84.55.120. Vote: 5-0. Motion carried.

NEW BUSINESS:

2. Consider Resolution Amending 2014 Development Fees.

Community Development Director Richard Hart gave the staff report on this item.

RESOLUTION NO. 13-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING THE DEVELOPMENT AND PERMIT FEES, ADMINISTRATIVE FEES, AND TRANSPORTATION IMPACT FEES FOR 2014.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Mhoon seconded to pass Resolution No. 13-09 amending the development, building permit, administrative, and transportation impact fees for 2014, as amended to add Determination of Consistency fee of \$2,070 to the Environmental Review section. Vote: 5-0. Motion carried.

3. Consider Ordinance Regarding Council Compensation.

Personnel Manager Noreen Beaufrere gave the staff report on this item.

ORDINANCE NO. 13-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 8-97 TO REVISE THE SALARIES OF THE MAYOR AND COUNCILMEMBERS; ESTABLISHING A COMPENSATION IMPLEMENTATION DATE; AND ESTABLISHING AN EFFECTIVE DATE.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to adopt Ordinance No. 13-13 amending Ordinance No. 8-97 to revise the salaries of the mayor and councilmembers; establishing a compensation implementation date, and establishing an effective date. Vote: 5-0. Motion carried.

4. Discuss Policy for Councilmember Attendance at Commission Meetings.

City Attorney Sara Springer gave the staff report on this item.

Councilmembers provided comments and discussed this item.

Council Action: There was Council consensus to follow staff recommendation in Option 1, to maintain the status quo of no formal or informal policy regarding councilmember attendance at commission meetings.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Council Action: There was Council consensus to start the next Transportation Benefit District meeting at 8:00 p.m. on Tuesday, December 10, 2013.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Chris McCain, spoke on four items: 1) thanked Community Development Director Richard Hart for his research and the communications received regarding the prevailing wages topic; 2) complimented Councilmember Snoey on his speech at the Transportation Committee hearing in Olympia last week; 3) gave his support in favor of a pay increase for the councilmembers; and 4) prevailing wage and apprenticeship utilization. Mr. McCain requested Council to work in partnership with the Department of Labor & Industries by adding a permanent requirement for those contractors performing on taxpayer funded projects to turn their certified payroll over to the city in addition to Labor & Industries.

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

Unapproved Draft–November 26, 2013 Regular Meeting Minutes
Submitted for Approval: January 14, 2014

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:38 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Unapproved Draft – December 3, 2013 Special Joint Study Session with Covington Chamber of Commerce Board of Directors and Covington Economic Development Council
Submitted for Approval: January 14, 2014

City of Covington
City Council Special Joint Study Session with Covington Chamber of Commerce Board of Directors and Covington Economic Development Council
Tuesday, December 3, 2013

The Special Joint Study Session with the Covington Chamber of Commerce Board of Directors and Covington Economic Development Council was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, December 3, 2013, at 6:00 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

CHAMBER OF COMMERCE BOARD OF DIRECTORS PRESENT:

Rick Oliveira, Jessica Oliver, Tamara Paul, Laura Roth, Andrea Steele, Zack Steele, and Jim Wene.

CHAMBER OF COMMERCE BOARD OF DIRECTORS ABSENT:

Cherie Adams, Jim Hutchinson, Josh Lyons, Debbie Markwald, and Dana Melbuer.

CHAMBER STAFF PRESENT:

Krista Bates, Officer Manager

ECONOMIC DEVELOPMENT COUNCILMEMBERS PRESENT:

Mike Hanratty, Kevin Holland, Laura Roth, Rick Oliveira, Steven Pand, Josh Parnell, Zach Steele, and Jeff Wagner.

ECONOMIC DEVELOPMENT COUNCILMEMBERS ABSENT:

Hugh Kodama and Jim Hutchinson.

CITY STAFF PRESENT:

Derek Matheson, City Manager; Richard Hart, Community Development Director; Karla Slate, Communications & Marketing Manager; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the joint study session to order.

APPROVAL OF AGENDA:

Council Action: There was Council consensus to approve the agenda.

ITEMS FOR DISCUSSION:

1. Discuss Branding and CEDC Recommendation for Logo.

Mayor Pro Tem Wagner introduced the item and turned it over to Communications & Marketing Manager Karla Slate. Ms. Slate outlined the history of the process and unveiled the logo that

Unapproved Draft – December 3, 2013 Special Joint Study Session with Covington Chamber of Commerce Board of Directors and Covington Economic Development Council
Submitted for Approval: January 14, 2014

CEDC recommends. The groups discussed the recommended logo and asked questions. The Mayor asked if there was anyone who couldn't live with the recommendation and no one responded.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:45 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: January 14, 2014

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #30385-30438, in the Amount of \$649,312.74, Dated December 11, 2013; Vouchers #30439-30490, in the Amount of \$235,691.97, Dated December 24, 2013; Paylocity Payroll Checks #1001876907-1001876919 and Paylocity Payroll Check #1001877034-1001877034 Inclusive, Plus Employee Direct Deposits in the Amount of \$153,339.23, Dated December 20, 2013; and Paylocity Payroll Checks #1001928721-1001928732 and Paylocity Payroll Check #1001928743-1001928743 Inclusive, Plus Employee Direct Deposits in the Amount of \$147,066.00, Dated January 3, 2014.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers Vouchers #30385-30438, in the Amount of \$649,312.74, Dated December 11, 2013; Vouchers #30439-30490, in the Amount of \$235,691.97, Dated December 24, 2013; Paylocity Payroll Checks #1001876907-1001876919 and Paylocity Payroll Check #1001877034-1001877034 Inclusive, Plus Employee Direct Deposits in the Amount of \$153,339.23, Dated December 20, 2013; and Paylocity Payroll Checks #1001928721-1001928732 and Paylocity Payroll Check #1001928743-1001928743 Inclusive, Plus Employee Direct Deposits in the Amount of \$147,066.00, Dated January 3, 2014.

December 11, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 30385 Through Check # 30438

In the Amount of \$649,312.74

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against the City of Covington, Washington, County of King, and that we are authorized to authenticate and certify said claims per the attached register.

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 12/13/2013 1:48 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
30385	0206 719616	AFLAC Insurance premiums; December	12/11/2013	621.58
Total for Check Number 30385:				621.58
30386	1955 5747 5747 5747	All-Around Fence Co. Maint shop; chain link fence installation Maint shop; chain link fence installation Maint shop; chain link fence installation	12/11/2013	2,605.10 2,605.10 1,302.54
Total for Check Number 30386:				6,512.74
30387	1705 TM-137265	Alpine Products, Inc. Tree lighting; sign	12/11/2013	54.20
Total for Check Number 30387:				54.20
30388	2223 979223	ARC Imaging Resources Plotter/scanner; usage, 10/9-11/9/13	12/11/2013	41.95
Total for Check Number 30388:				41.95
30389	2105 2105-12	Rachel Bahl Bahl; mileage reimbursement, November	12/11/2013	52.60
Total for Check Number 30389:				52.60
30390	0499 0814-12 0814-12 0814-12 0814-12 0814-12 0814-12 0848-12 0848-12 0848-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12 1030-12	Bank of America Feser; special paper roll Budget workshop; tablecloth cleaning Councilmember Mhoon; SCA annual meeting Councilmember Scott; chamber luncheon meetin Matheson; chamber luncheon meeting, Novemb Budget workshop; coffee/flowers Tree lighting city booth supplies, use tax Slate; PRSA conference hotel, taxi, baggage fees Tree lighting city booth supplies Maint shop; shop vac O & M retreat; team building supplies/lunch Emergency management; outdoor cooking stove Maint shop; shop vac O & M retreat; team building supplies/lunch O & M retreat; team building supplies/lunch Maint shop; shop vac Theft replacmnt; jig saw, rotary hammer, cordles Theft replacmnt; jig saw, rotary hammer, cordles Theft replacmnt; jig saw, rotary hammer, cordles Jig saw, rotary hammer, cordless combo/battery; Jig saw, rotary hammer, cordless combo/battery; Jig saw, rotary hammer, cordless combo/battery;	12/11/2013	31.76 91.66 45.00 20.00 20.00 51.98 -8.67 1,111.72 109.49 43.23 24.00 202.97 86.44 47.98 47.98 86.44 301.04 602.08 602.08 -47.68 -47.68 -23.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1030-12	Maint shop; bar lock (damage from break in)		6.50
	1030-12	Maint shop; bar lock (damage from break in)		6.50
	1030-12	Maint shop; bar lock (damage from break in)		3.24
	2923-12	Job postings; WSI/lifeguard		50.00
	2923-12	Job postings; city engineer		730.00
	2959-12	Tree lighting city booth supplies		61.98
	2959-12	Domain name; annual renewal		125.00
	2959-12	Pop up tents; lights and supplies		51.80
	2959-12	Slate; PRSA holiday gala, registration		65.00
	2959-12	Slate; PRSA meeting, parking		15.00
	3544-12	Matheson; meeting, parking		1.50
	3544-12	Matheson; meal meetings		29.86
	3544-12	CEDC breakfast meeting		38.90
	7021-12	Aquatics; spooky swim supplies		39.68
	7021-12	Aquatics; 100,000th customer celebration suppli		50.91
	7768-12	Tree lighting; stage rental deposit		20.00
	7768-12	City logo totes for giveaways, use tax		-28.01
	7768-12	City logo totes for giveaways		353.70
	9767-12	Hendrickson; PSFOA lunch meeting		25.00
	9767-12	Vondran; APWA conference, hotel		182.60
	9767-12	Vondran; APWA conference, hotel		182.59
	9767-12	Morrissey; ACCIS conference, hotel		184.92
			Total for Check Number 30390:	5,594.65
30391	2368	Best Parking Lot Cleaning Inc.	12/11/2013	8,022.72
	127480	Street cleaning, November		1,320.58
	128156	MV, Street cleaning, November		
			Total for Check Number 30391:	9,343.30
30392	1868	The Brickman Group Ltd, LLC	12/11/2013	1,090.49
	5101891663	Parks; landscaping, December		4,114.10
	5101891663	Streets; landscaping, December		
			Total for Check Number 30392:	5,204.59
30393	2654	Canber Corps	12/11/2013	-495.97
	32316	CCP overpayment credit, 4 of 4		3,502.33
	32316	CCP; maintenance service, November		
			Total for Check Number 30393:	3,006.36
30394	0366	City of Covington	12/11/2013	9,912.98
	0366-12	SWM utility tax; November		
			Total for Check Number 30394:	9,912.98
30395	2382	Close Call Plumbing	12/11/2013	232.46
	MOEN-01-13	Minor housing repair; MOEN-01-13		256.57
	NOMU-01-13	Minor housing repair; NOMU-01-13		
			Total for Check Number 30395:	489.03
30396	1170	Coastwide Laboratories	12/11/2013	342.39
	W2615683	Aquatics; cleaning supplies		93.66
	W2615683-1	Aquatics; cleaning supplies		
			Total for Check Number 30396:	436.05
30397	1091	Complete Office Solutions	12/11/2013	63.81
	1017038-0	Office supplies		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	C1017038-0	Refund; paper		-29.25
			Total for Check Number 30397:	34.56
30398	0184 117	Cordi & Bejarano Public defender services; 11/12-11/26/13	12/11/2013	3,020.00
			Total for Check Number 30398:	3,020.00
30399	0456 2014-WAR045510	Department of Ecology Stormwater permit; 7/1-12/31/13	12/11/2013	4,045.60
			Total for Check Number 30399:	4,045.60
30400	2467 73-1-13787 73-1-13787 73-1-13787 73-1-13787 73-1-13787 73-1-13787	Department of Enterprise Services Officer Riches; business cards Thompson; business cards Thompson; business cards Junkin; business cards Junkin; business cards Junkin; business cards	12/11/2013	41.26 35.06 6.19 16.50 16.50 8.26
			Total for Check Number 30400:	123.77
30401	0886 2821	John E. Galt LU13-0009/0004; record hearing services	12/11/2013	603.75
			Total for Check Number 30401:	603.75
30402	2045 19308	Goodbye Graffiti Seattle Everclean program, December	12/11/2013	431.14
			Total for Check Number 30402:	431.14
30403	2553 Nov 13 1123	Gordon Thomas Honeywell Governmental Governmental Affairs services; November	12/11/2013	1,666.67
			Total for Check Number 30403:	1,666.67
30404	1271 13-23	Rob Hendrickson Hendrickson; 2013 flexible spending	12/11/2013	164.10
			Total for Check Number 30404:	164.10
30405	1658 27166975-002	Hertz Equipment Rental Corp. Tree lighting; rental, boom truck, 11/12-11/18/13	12/11/2013	785.18
			Total for Check Number 30405:	785.18
30406	0867 1070524 10862 15114 15132 24762 2560251 2563715 2563715 3073435 3073435 3073435 3073435	Home Depot Credit Services Tree lighting; tape for signs Skate stopper installation bits CCP; bollard installation Tailpiece, washers City hall; sink disposal parts Tree lighting; cable ties Aquatics; husky hangalls Aquatics; shield anchors, eyebolts Maint shop; ratcheting screwdriver Maint shop; ratcheting screwdriver Aquatic Center; skate stopper install parts Maint shop; ratcheting screwdriver	12/11/2013	5.94 21.05 43.27 4.69 27.63 21.69 30.28 33.24 4.73 4.73 10.25 2.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3585691	Maint shop; padlock cable, stop set		11.61
	3585691	Maint shop; padlock cable, stop set		11.61
	3585691	Maint shop; padlock cable, stop set		5.80
	4010426	Tree lighting; cable ties		41.14
	5061805	Maint shop; pliers		13.88
	5061805	Maint shop; fuses, rubber straps		15.81
	5061805	Maint shop; fuses, rubber straps		15.81
	5061805	Maint shop; pliers		13.88
	5061805	Maint shop; pliers		6.95
	5061805	Maint shop; fuses, rubber straps		7.90
	6014001	Maint shop; electric engraver		8.68
	6014001	Maint shop; electric engraver		4.34
	6014001	Maint shop; electric engraver		8.67
	7079296	Maint shop; theft replacement, saw, bits, blades		156.54
	7079296	Maint shop; theft replacement, saw, bits, blades		78.27
	7079296	Maint shop; theft replacement, saw, bits, blades		156.54
	8013531	Maint shop; cleaning supplies		2.13
	8013531	Maint shop; cleaning supplies		2.13
	8013531	Maint shop; cleaning supplies		1.06
	8013531	Maint shop; deadbolt (damaged from break in)		9.96
	8013531	Maint shop; deadbolt (damaged from break in)		19.91
	8013531	Maint shop; deadbolt (damaged from break in)		19.91
	9013294	Tree lighting; storage bins		33.56
			Total for Check Number 30406:	855.95
30407	1803 HZK2594	Iron Mountain Document storage; 12/1-12/31/13	12/11/2013	148.00
			Total for Check Number 30407:	148.00
30408	2700 2700-12	Jo L. Jackson Jury trial transcription service	12/11/2013	926.25
			Total for Check Number 30408:	926.25
30409	2679 COC102-10.1.13	JeffScottShaw CEDC branding project	12/11/2013	900.00
			Total for Check Number 30409:	900.00
30410	2699 3297171	Kimball Midwest Fleet operating supplies	12/11/2013	210.99
			Total for Check Number 30410:	210.99
30411	0143 33271-33273 33341-33343 33360-33366	King County Finance Ponds #DP11048 & #DP41009 rehabilitation ser Street services; 11/2-11/29/13 Street services; 11/2-11/29/13	12/11/2013	39,321.07 2,756.88 3,260.47
			Total for Check Number 30411:	45,338.42
30412	0204 0204-12	King County Pet Licensing Pet license remittance; November	12/11/2013	440.00
			Total for Check Number 30412:	440.00
30413	0641 13-577 13-577 13-590	King County Sheriff's Office Sheriffs office; lease, November Police services; November Sheriffs office; lease, December	12/11/2013	-1,879.17 259,552.59 -1,879.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	13-590	Police services; December		259,552.55
Total for Check Number 30413:				515,346.80
30414	0273	King County Water & Land	12/11/2013	3,118.04
	Cov ILA #2013-2	Debt service; 7/1-12/31/13		4,014.10
	SWM Fees 2013-2	SWM billing service; 7/1-12/31/13		
Total for Check Number 30414:				7,132.14
30415	1622	Law Offices of Thomas R Hargan, PLLC	12/11/2013	4,536.68
	13-CV11	Prosecution services through 11/30/13		
Total for Check Number 30415:				4,536.68
30416	0400	Les Schwab	12/11/2013	3.22
	38600125241	#3371; tire tube		6.43
	38600125241	#3371; tire tube		6.43
	38600125241	#3371; tire tube		369.87
	38600125241	#2761; tires		1,180.70
	38600125247	#3252; tires		
Total for Check Number 30416:				1,566.65
30417	2621	Jaquelyn Martinsons	12/11/2013	630.00
	2621-12	Instructors fee, Super Sitters; 11/23/13		
Total for Check Number 30417:				630.00
30418	1866	Minuteman Press	12/11/2013	421.37
	29898	2,500 envelopes		
Total for Check Number 30418:				421.37
30419	1901	Modern Building Systems, Inc.	12/11/2013	284.54
	0057609	Maint shop; building lease, 1/1-2/1/14		569.06
	0057609	Maint shop; building lease, 1/1-2/1/14		569.06
	0057609	Maint shop; building lease, 1/1-2/1/14		
Total for Check Number 30419:				1,422.66
30420	1688	Mountain Mist	12/11/2013	64.28
	054257-12	City hall; bottled water, November		6.59
	054257-12	Maint shop; bottled water, November		3.30
	054257-12	Maint shop; bottled water, November		6.59
	054257-12	Maint shop; bottled water, November		51.07
	054257-12	Aquatics; bottled water, November		
Total for Check Number 30420:				131.83
30421	0818	Pacific Office Automation	12/11/2013	122.47
	20305849	Copier lease; 11/15-12/14/13		
Total for Check Number 30421:				122.47
30422	1780	Rainier Gravel	12/11/2013	173.76
	113	#3307; build tailgate chains		
Total for Check Number 30422:				173.76
30423	2250	SBS Legal Services	12/11/2013	5,536.50
	C033	Legal services; November		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 30423:	5,536.50
30424	1905 C790555-701 C790555-701 C791050-701	Sharp Electronics Corporation Copier; usage, 10/15-11/15/13 Copier; usage, 10/15-11/15/13 Work room copier; usage, 11/1-12/1/13	12/11/2013	15.00 22.49 1,224.29
			Total for Check Number 30424:	1,261.78
30425	2044 2044-12 2044-12-1	Karla Slate Reimbursement; city booth tree lighting supplies Reimbursement; tree lighting hand warmers	12/11/2013	12.46 82.07
			Total for Check Number 30425:	94.53
30426	0993 0700-906800-12 0700-927900-12 0700-927900-12 0700-927900-12	Soos Creek Water & Sewer Dist. Aquatics; sewer, 10/1-11/30/13 Maint shop; sewer, 10/1-11/30/13 Maint shop; sewer, 10/1-11/30/13 Maint shop; sewer, 10/1-11/30/13	12/11/2013	1,557.98 45.59 22.80 45.59
			Total for Check Number 30426:	1,671.96
30427	0736 0657482-IN	Sound Security, Inc. Security monitoring; December	12/11/2013	973.00
			Total for Check Number 30427:	973.00
30428	1158 92591A	Sprint Rothhammer Intl, Inc. Aquatics; resale items, goggles, caps, earplugs, n	12/11/2013	449.09
			Total for Check Number 30428:	449.09
30429	0281 006355510001-12 006355510001-12 006355510001-12 006355510001-12 006355510001-12 006355510001-12 006355510001-12 006355510001-12 006355510001-12 006355510001-12 006355510001-12 006355510001-12 006355510001-12 006355510001-12 006355510001-12	Standard Insurance Company Life Insurance Premiums, December Life Insurance Premiums, December	12/11/2013	94.59 100.83 85.55 164.14 164.88 466.41 264.62 529.49 182.94 93.44 7.91 568.23 356.26
			Total for Check Number 30429:	3,079.29
30430	2028 13-24	Scott Thomas Thomas; 2013 flexible spending	12/11/2013	960.00
			Total for Check Number 30430:	960.00
30431	2103 241477793 241548049 242240273 242240273	US Bancorp Equip Finance Inc. Reception; copier lease Police; copier lease Copier lease Copier lease	12/11/2013	93.40 93.40 130.32 86.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 30431:	404.00
30432	1879 0511193-WA	US Health Works Gaudette; DOT physical	12/11/2013	70.00
			Total for Check Number 30432:	70.00
30433	0357 14511	Valley Communications 800 MHz access fee; November	12/11/2013	75.00
			Total for Check Number 30433:	75.00
30434	0046	Verizon Wireless	12/11/2013	75.66
	9715303320	Cellular service/tablet data, 11/21-12/20/13		334.54
	9715303320	Cellular service/tablet data, 11/21-12/20/13		171.32
	9715303320	Cellular service/tablet data, 11/21-12/20/13		67.62
	9715303320	Cellular service, 11/21-12/20/13		28.81
	9715303320	Cellular phone, 11/21-12/20/13		215.92
	9715303320	Cellular phone, 11/21-12/20/13		215.92
			Total for Check Number 30434:	893.87
30435	2262 869285460348	Voyager Fleet Systems Inc. Vehicle fuel	12/11/2013	995.74
			Total for Check Number 30435:	995.74
30436	1105 I14003675	Washington State Patrol Background check	12/11/2013	10.00
			Total for Check Number 30436:	10.00
30437	1408	Washington Workwear Stores Inc.	12/11/2013	20.53
	1278	Junkin; work pants		41.04
	1278	Junkin; work pants		41.04
	1278	Junkin; work pants		16.80
	1292	Maint shop; gloves		8.41
	1292	Maint shop; gloves		16.80
	1292	Maint shop; gloves		6.25
	1311	Maint shop; safety glasses		3.12
	1311	Maint shop; safety glasses		6.25
	1311	Maint shop; safety glasses		6.25
			Total for Check Number 30437:	160.24
30438	2652 5000673120	Wells Fargo Financial Leasing Plotter/scanner lease, 12/10/13-1/9/14	12/11/2013	228.97
			Total for Check Number 30438:	228.97
			Total for 12/11/2013:	649,312.74
			Report Total (54 checks):	649,312.74

December 24, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 30439 Through Check # 30490

In the Amount of \$235,691.97

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against the City of Covington, Washington, County of King, and that we are authorized to authenticate and certify said claims per the attached register.

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 12/26/2013 3:43 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
30439	2094 32503	"Poly" Bag, LLC Garbage bags	12/24/2013	746.17
Total for Check Number 30439:				746.17
30440	2502 2502-2014	AALL Self Storage Storage unit A33; 2014 annual lease	12/24/2013	2,040.00
Total for Check Number 30440:				2,040.00
30441	2768 REC000503	Ad One Corp #S13-0019; partial refund	12/24/2013	267.20
Total for Check Number 30441:				267.20
30442	1955 5809 5809 5809	All-Around Fence Co. Maint shop; barb wire fencing Maint shop; barb wire fencing Maint shop; barb wire fencing	12/24/2013	357.07 357.08 178.54
Total for Check Number 30442:				892.69
30443	2140 BLAZ-01-13	Amicor Construction Minor housing repair; #BLAZ-01-13	12/24/2013	131.40
Total for Check Number 30443:				131.40
30444	2033 5725 5726	Aquatic Specialty Services Aquatics; clean/calibration service, December Aquatics; pool chemicals, valve assembly	12/24/2013	124.90 803.59
Total for Check Number 30444:				928.49
30445	0852 434451-2014 434451-2014	ASCE Vondran; ASCE 2014 membership dues Vondran; ASCE 2014 membership dues	12/24/2013	130.00 130.00
Total for Check Number 30445:				260.00
30446	2245 IN0010743	Auto Additions, Inc. #3307; snow plow lights	12/24/2013	536.05
Total for Check Number 30446:				536.05
30447	0019 100315L012014 100315L012014 100315L012014 100315L012014 100315L012014 100315L012014	AWC Employee Benefits Trust Medical Insurance Premiums, January 2014 Medical Insurance Premiums, January 2014	12/24/2013	8,835.05 6,381.72 2,156.40 2,093.70 2,149.70 6,193.16

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	100315L012014	Medical Insurance Premiums, January 2014		1,684.37
	100315L012014	Medical Insurance Premiums, January 2014		599.59
	100315L012014	Medical Insurance Premiums, January 2014		723.30
	100315L012014	Medical Insurance Premiums, January 2014		841.79
	100315L012014	Medical Insurance Premiums, January 2014		4,834.83
	100315L012014	Medical Insurance Premiums, January 2014		8,950.74
			Total for Check Number 30447:	45,444.35
30448	2368 128720	Best Parking Lot Cleaning Inc. MV; Street cleaning, December	12/24/2013	6,069.01
			Total for Check Number 30448:	6,069.01
30449	2516 SAUC-01-13	Bob's Heating & Air Conditioning, Inc. Minor housing repair; #SAUC-01-13	12/24/2013	194.39
			Total for Check Number 30449:	194.39
30450	2629 281	Brodie Electric, LLC Aquatics; electrical work	12/24/2013	2,503.23
			Total for Check Number 30450:	2,503.23
30451	0026 26126 26142 26143	C&B Awards Planning commissioner Varughese, name badge/ Councilmember Cimaomo, name badge/name pl: Farewell plaque; David Lucavish	12/24/2013	16.83 16.83 67.88
			Total for Check Number 30451:	101.54
30452	1997 033211 033211 073415	Capital One Commercial CIP 1127; open house refreshments CIP 1127; open house refreshments Council meeting; Lucavish reception refreshmen	12/24/2013	6.99 6.99 53.95
			Total for Check Number 30452:	67.93
30453	2366 1283403423	CenturyLink Business Services Aquatics; internet/loop, November	12/24/2013	360.00
			Total for Check Number 30453:	360.00
30454	0366 BL12-152	City of Covington Aquatics; annual fire inspection	12/24/2013	210.00
			Total for Check Number 30454:	210.00
30455	0364 45172	Code Publishing Company Municipal code update, 12/11/13	12/24/2013	104.57
			Total for Check Number 30455:	104.57
30456	2487 2487-12	Costco Wholesale Corporation Traffic mitigation fee; payment 8	12/24/2013	84,225.59
			Total for Check Number 30456:	84,225.59
30457	0108 174361	Covington Chamber of Commerce Covington Chamber; 2014 membership dues	12/24/2013	490.00
			Total for Check Number 30457:	490.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
30458	0706	Covington Retail Associates	12/24/2013	
	4178	1st floor; operating expenses, January		10,040.02
	4178	1st floor; building lease, January		25,717.00
	4179	2nd floor; building lease, January		3,280.83
	4179	2nd floor; operating expenses, January		1,509.81
Total for Check Number 30458:				40,547.66
30459	2769	Anette Creec	12/24/2013	
	19/12/13	Art purchase; "Beautiful Ending"		400.00
Total for Check Number 30459:				400.00
30460	0913	Dept. of Transportation	12/24/2013	
	RE313ATB3121015	CIP 1127; engineering, 11/1-11/30/13		120.69
Total for Check Number 30460:				120.69
30461	1981	Design Air, Ltd.	12/24/2013	
	11-5999	Aquatics; repair backflow valve		870.11
Total for Check Number 30461:				870.11
30462	0765	ESRI	12/24/2013	
	96321809	ArcGis/ArcPad maintenance; 5/5/13-5/4/14		705.90
Total for Check Number 30462:				705.90
30463	1996	Facility Maintenance Contractors	12/24/2013	
	SALES01465 131215	Maint shop; janitorial service		105.60
	SALES01465 131215	Maint shop; janitorial service		52.80
	SALES01465 131215	Maint shop; janitorial service		105.60
Total for Check Number 30463:				264.00
30464	1875	FirstChoice	12/24/2013	
	587563	City hall; coffee service		145.38
Total for Check Number 30464:				145.38
30465	0302	Gray & Osborne	12/24/2013	
	13504.00-6	CIP 1029; engineering, 11/10-12/7/13		2,173.90
	13540.00-3	Tract A CCP Div 4 Storm pond; engineering, 11/		279.27
	13577.00-2	CIP 1057; engineering, 11/10-12/7/13		4,045.72
	13599.00-1	T/JP Stormwater LID/Retrofit; engineering, 11/1		506.02
Total for Check Number 30465:				7,004.91
30466	2527	Harkness Construction, LLC	12/24/2013	
	31	Minor housing repair; #HEID-01-13		1,070.08
Total for Check Number 30466:				1,070.08
30467	1701	Johnsons Home & Garden	12/24/2013	
	380800	Maint shop; blade		1.19
	380800	Maint shop; blade		2.38
	380800	Maint shop; blade		2.39
	380828	Maint shop; key		0.78
	380828	Maint shop; key		0.38
	380828	Maint shop; key		0.78
	381072	Spike kit		43.43
	381840	Maint shop; pipe heating cable		15.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	381840	Maint shop; pipe heating cable		7.60
	381840	Maint shop; pipe heating cable		15.20
Total for Check Number 30467:				89.33
30468	2263	Hailey MacConaghy	12/24/2013	
	2263-12	MacConaghy; mileage reimbursement, July		17.40
	2263-12-1	MacConaghy; mileage reimbursement, August		15.82
	2263-12-2	MacConaghy; mileage reimbursement, Septembe		11.07
	2263-12-3	MacConaghy; mileage reimbursement, October		7.91
	2263-12-4	MacConaghy; mileage reimbursement, Novembe		6.33
Total for Check Number 30468:				58.53
30469	2367	Magnum Print Solutions	12/24/2013	
	120452	Toner cartridges		146.56
	120532	HP 3015; fuser assembly, labor		297.56
	120533	Canon D1320; copier repair		101.81
Total for Check Number 30469:				545.93
30470	2621	Jaquelyn Martinsons	12/24/2013	
	2621-12	Martinsons; mileage reimbursement		53.95
Total for Check Number 30470:				53.95
30471	1410	Marlla Mhoon	12/24/2013	
	1410-12	Mhoon; lunch meeting		7.51
	1410-12	Mhoon; mileage reimbursement, parking		601.55
Total for Check Number 30471:				609.06
30472	1487	NAPA Auto Parts	12/24/2013	
	690532	Maint shop; oil		1.73
	690532	Maint shop; oil		1.73
	690532	Maint shop; oil		0.87
	690599	Maint shop; connect kit		14.84
	690599	Maint shop; connect kit		7.42
	690599	Maint shop; connect kit		14.83
	690653	#3435; battery/core deposit		161.81
	690660	#3435; core refund		-16.29
	692126	#3370/#3371; air filters, fuel filters, spark plugs		77.57
	692126	#3370/#3371; air filters, fuel filters, spark plugs		77.57
	692126	#3370/#3371; air filters, fuel filters, spark plugs		38.79
	692159	Maint shop; drip/drain pans		9.71
	692159	Maint shop; drip/drain pans		19.40
	692159	Maint shop; drip/drain pans		19.40
	692181	#3370/#3371; oil filters		17.67
	692181	#3370/#3371; oil filters		17.67
	692181	#3370/#3371; oil filters		8.84
Total for Check Number 30472:				473.56
30473	1327	Ethan Newton	12/24/2013	
	1327-12	Newton; Employee pride award		50.00
Total for Check Number 30473:				50.00
30474	2545	Norstar Industries, Inc.	12/24/2013	
	50143	#2707; clamps, gaskets, hose barb/port flange		41.61

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 30474:	41.61
30475	2555	NuCO2 LLC	12/24/2013	
	40370717	Aquatics; CO2 for pH control		64.21
	40427193	Aquatics; CO2 lease		66.90
			Total for Check Number 30475:	131.11
30476	0004	Office Depot	12/24/2013	
	1638053319	Phone cord; credit card processing		8.24
	683456941001	Cleaner		5.07
	683456941001	Office supplies		238.96
	683457100001	File folders		202.84
	683457101001	Kirshenbaum; planner		13.40
	685155830001	Hart; planner		3.81
	685155830001	Office supplies		98.54
	685155830001	Hart; planner		8.89
	687822566001	Paper towels		8.16
	687822566001	Office supplies		155.61
	687822769001	Labels		8.68
	687822770001	Pencil lead		2.02
			Total for Check Number 30476:	754.22
30477	1249	Orca Pacific Inc.	12/24/2013	
	6847	Aquatics; pool chemicals		325.80
			Total for Check Number 30477:	325.80
30478	1407	Parametrix, Inc.	12/24/2013	
	20-20368	Hart Clearing; review services, 10/27-11/30/13		1,532.10
			Total for Check Number 30478:	1,532.10
30479	0164	Pitney Bowes	12/24/2013	
	204515-DC13	Postage meter lease; 9/30-12/30/13		716.76
			Total for Check Number 30479:	716.76
30480	0161	Puget Sound Energy	12/24/2013	
	200003986730-12	Streets, electricity, 11/1-12/3/13		93.02
	200003987282-12	Streets, electricity, 11/2-12/4/13		70.59
	200003987464-12	Streets, electricity, 11/2-12/4/13		10.84
	200004045635-12	Streets, electricity, 11/1-12/3/13		95.83
	200004045866-12	Streets, electricity, 11/2-12/4/13		78.31
	200005568858-12	Streets, electricity, 10/30-11/30/13		94.59
	200013951476-12	Streets, electricity, 10/30-11/30/13		104.56
	200014568881-12	Maint shop; electricity, 10/30-11/30/13		113.12
	200014568881-12	Maint shop; electricity, 10/30-11/30/13		113.12
	200014568881-12	Maint shop; electricity, 10/30-11/30/13		56.56
	200022909309-12	Streets, electricity, 11/1-12/3/13		96.62
	200022909689-12	Skate park, electricity, 11/2-12/4/13		13.84
	300000001770-12	Streets, electricity, 11/1-12/3/13		10.93
	300000001770-12	City tree, electricity, 11/1-12/3/13		10.84
	300000001804-12	Streets, electricity, 10/30-11/30/13		95.84
	300000007744-12	Aquatics; natural gas, 10/30-11/30/13		3,286.91
	300000007744-12	Aquatics; electricity, 10/30-11/30/13		2,134.46
	300000007934-12	City hall; electricity, 10/2-10/31/13		2,121.80
	300000007934-12	City hall; electricity, 11/1-12/3/13		2,104.41
	300000011266-12	Streets, electricity, 11/1-12/3/13		243.57

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	300000011266-12	Crystal view, electricity, 11/1-12/3/13		10.84
			Total for Check Number 30480:	10,960.60
30481	0292 2014021	Puget Sound Regional Council PSRC; 2014 membership dues	12/24/2013	5,394.00
			Total for Check Number 30481:	5,394.00
30482	2044 2044-12	Karla Slate Slate; PRSA, mileage	12/24/2013	29.72
			Total for Check Number 30482:	29.72
30483	2466 532	Springbrook National User Group SNUG; 2014 membership renewal dues	12/24/2013	175.00
			Total for Check Number 30483:	175.00
30484	2504 3760	Stalzer and Associates Hawk Property Subarea Plan/EIS; 11/1-11/30/13	12/24/2013	15,964.39
			Total for Check Number 30484:	15,964.39
30485	2461 231462 231492	Tri-Tec Communications, Inc. Telephone system troubleshooting/repair Activate analog line for credit card machine	12/24/2013	182.45 182.45
			Total for Check Number 30485:	364.90
30486	2556 114-1712177	United Site Services Tree lighting; portable toilet rental, 12/6-12/9/13	12/24/2013	186.06
			Total for Check Number 30486:	186.06
30487	0119 WABO2014	WABO Meyers; 2014 WABO membership dues	12/24/2013	95.00
			Total for Check Number 30487:	95.00
30488	1299 1000165.003	Wal-Mart Refund community room damage deposit; 12/11,	12/24/2013	250.00
			Total for Check Number 30488:	250.00
30489	2391 2391-12 2391-12 2391-12	WSDA Dalton; 2014 WSDA herbicide license Dalton; 2014 WSDA herbicide license Dalton; 2014 WSDA herbicide license	12/24/2013	13.20 13.20 6.60
			Total for Check Number 30489:	33.00
30490	1894 1894-12	Diana Ziolkowski Facility monitoring; 11/30-12/15/13	12/24/2013	156.00
			Total for Check Number 30490:	156.00
			Total for 12/24/2013:	235,691.97

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Report Total (52 checks):				235,691.97

December 20, 2013

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 12/20/13 consisting of:

PAYLOCITY CHECK # 1001876907 through PAYLOCITY CHECK # 1001876919 and PAYLOCITY CHECK # 1001877034 through PAYLOCITY CHECK # 1001877034 inclusive, plus employee direct deposits

IN THE AMOUNT OF \$153,339.23

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF COVINGTON, WASHINGTON, COUNTY OF KING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY SAID CLAIMS PER THE ATTACHED COUNCIL APPROVAL REPORT.

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

12/20/13 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
106486	Regular	12/20/2013	377	Bates, Krista	105.28
106487	Regular	12/20/2013	246	Kirshenbaum, Kathleen	528.91
106488	Regular	12/20/2013	243	Lyon, Valerie	1,441.43
106489	Regular	12/20/2013	278	Matheson, Derek M	4,617.13
106490	Regular	12/20/2013	234	Mhoon, Darren S	1,388.97
106491	Regular	12/20/2013	162	Michaud, Joan M	1,915.91
106492	Regular	12/20/2013	123	Scott, Sharon G	2,465.06
106493	Regular	12/20/2013	313	Slate, Karla J	2,268.63
106494	Regular	12/20/2013	275	Hart, Richard	3,529.65
106495	Regular	12/20/2013	368	Mueller, Ann M	1,252.09
106496	Regular	12/20/2013	180	Cles, Staci M	1,766.42
106497	Regular	12/20/2013	146	Hagen, Lindsay K	1,482.16
106498	Regular	12/20/2013	235	Hendrickson, Robert	3,647.90
106499	Regular	12/20/2013	105	Parker, Cassandra	2,479.47
106500	Regular	12/20/2013	323	Harto, Margaret	457.75
106501	Regular	12/20/2013	324	Lanza, Mark	381.69
106502	Regular	12/20/2013	326	Mhoon, Marilla	391.69
106503	Regular	12/20/2013	327	Scott, James A	405.57
106504	Regular	12/20/2013	329	Wagner, Jeffrey	415.57
106505	Regular	12/20/2013	374	Allen, Joshua C	1,888.74
106506	Regular	12/20/2013	353	Dalton, Jesse J	1,906.75
106507	Regular	12/20/2013	373	Fealy, William J	2,360.27
106508	Regular	12/20/2013	301	Gaudette, John J	2,339.81
106509	Regular	12/20/2013	186	Junkin, Ross D	2,762.18
106510	Regular	12/20/2013	252	Wesley, Daniel A	2,156.31
106511	Regular	12/20/2013	268	Bykonen, Brian D	2,964.00
106512	Regular	12/20/2013	279	Christenson, Gregg R	2,074.43
106513	Regular	12/20/2013	270	Lyons, Salina K	2,233.94
106514	Regular	12/20/2013	269	Meyers, Robert L	3,169.82
106515	Regular	12/20/2013	284	Ogren, Nelson W	2,723.07
106516	Regular	12/20/2013	266	Thompson, Kelly	2,088.16
106517	Regular	12/20/2013	307	Morrissey, Mayson	2,683.53
106518	Regular	12/20/2013	199	Bahl, Rachel A	1,993.65
106519	Regular	12/20/2013	292	Carkeek, Lena	1,471.80
106520	Regular	12/20/2013	428	Feser, Angela M	2,737.20
106521	Regular	12/20/2013	293	MacConaghy, Hailey	1,456.80
106522	Regular	12/20/2013	397	Martinsons, Jaquelyn	186.68
106523	Regular	12/20/2013	195	Patterson, Clifford	2,408.70
106524	Regular	12/20/2013	306	Thomas, Scott R	3,474.14
106525	Regular	12/20/2013	106	Bates, Shellie L	1,931.70
106526	Regular	12/20/2013	349	Buck, Shawn M	1,554.35
106527	Regular	12/20/2013	273	French, Fred	683.73
106528	Regular	12/20/2013	257	Parrish, Benjamin A	1,738.85
106529	Regular	12/20/2013	173	Vondran, Donald M	3,731.91
106530	Regular	12/20/2013	431	Allen, Kaitlyn	197.10
106531	Regular	12/20/2013	388	Andrews, Kaitlyn E	323.67
106532	Regular	12/20/2013	393	Blakely, Coleman P.	55.13
106533	Regular	12/20/2013	258	Cox, Melissa	670.96
106534	Regular	12/20/2013	385	Cranstoun, Alexander M	170.41
106535	Regular	12/20/2013	409	Hanger, Austin R.	178.76

106536 Regular	12/20/2013	417 Hendricks, Cole M	97.31
106537 Regular	12/20/2013	359 Houghton, Cassandra L	171.13
106538 Regular	12/20/2013	305 Kiselyov, Tatyana	499.12
106539 Regular	12/20/2013	425 Knox, John Q	107.18
106540 Regular	12/20/2013	426 Knox, Patrick L	117.05
106541 Regular	12/20/2013	416 Lipinski, Matthew	93.41
106542 Regular	12/20/2013	423 McCarthy, Joseph	136.68
106543 Regular	12/20/2013	340 Middleton, Jordan	78.64
106544 Regular	12/20/2013	297 Mooney, Lynell	190.02
106545 Regular	12/20/2013	419 Niesner, Austin C	76.92
106546 Regular	12/20/2013	413 Perko, Alyssa M.	183.17
106547 Regular	12/20/2013	319 Praggastis, Alexander	294.12
106548 Regular	12/20/2013	383 Reese, Rachel E	590.10
106549 Regular	12/20/2013	424 Rhoads, Jerrett K	793.12
106550 Regular	12/20/2013	429 Sizemore, Christine A	379.34
106551 Regular	12/20/2013	390 Tomalik, Stefan A	484.89
106552 Regular	12/20/2013	414 Turnbull, Dane A.	53.72
106553 Regular	12/20/2013	384 von Michalofski, Kayla M	133.76
106554 Regular	12/20/2013	392 Wardrip, Spencer A	519.48
106555 Regular	12/20/2013	116 Beaufrere, Noreen	2,733.78
106556 Regular	12/20/2013	137 Throm, Victoria J	1,885.04
1001876907 Regular	12/20/2013	364 Newell, Nancy J	94.20
1001876908 Regular	12/20/2013	325 Lucavish, David	415.57
1001876909 Regular	12/20/2013	328 Snoey, Wayne	187.19
1001876910 Regular	12/20/2013	403 Bowen, Joshua W	608.04
1001876911 Regular	12/20/2013	430 Hanson, Sean C	72.85
1001876912 Regular	12/20/2013	399 Jensen, Emily A	241.12
1001876913 Regular	12/20/2013	391 Mayes, Annika L	43.95
1001876914 Regular	12/20/2013	400 Quintos, Edward Louie D	27.66
1001876915 Regular	12/20/2013	412 Reynolds, Shannon J.	242.93
1001876916 Regular	12/20/2013	415 Rinck, Tyler P	92.38
1001876917 Regular	12/20/2013	398 Vieira, Logan G	37.23
1001876918 Regular	12/20/2013	432 Wilton, Sara J	38.45
1001876919 Regular	12/20/2013	395 Wunschel, Ethan G.	174.40
Totals for Payroll Checks 84 Items			99,151.78

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
106557	AGENCY	12/20/2013	401SS	ICMA Retirement Trust	15,741.28
106558	AGENCY	12/20/2013	457Ex	Vantagepoint Transfer Agent-	379.42
106559	AGENCY	12/20/2013	CICOV	City of Covington	2,736.93
106560	AGENCY	12/20/2013	EFSDU	Paylocity Corporation	125.00
106561	AGENCY	12/20/2013		Emp City of Covington Employee	109.00
106562	AGENCY	12/20/2013	IC401	ICMA Retirement Trust	13,074.63
106563	AGENCY	12/20/2013	IC457	ICMA Retirement Trust	1,912.63
106564	AGENCY	12/20/2013	ROTH	ICMA Retirement Trust	100.00
106565	AGENCY	12/20/2013	VEBA	HRA VEBA Trust	1,116.00
1001877034	AGENCY	12/20/2013	JG1	WASH CHILD SUPPORT	110.41
Totals for Third Party 10 Items					35,405.30

Tax Liabilities	18,434.50
Paylocity Fees	347.65

Total	<u>\$ 153,339.23</u>
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January 3, 2014

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 01/03/14 consisting of:

PAYLOCITY CHECK # 1001928721 through PAYLOCITY CHECK # 1001928732 and
PAYLOCITY CHECK # 1001928743 through PAYLOCITY CHECK # 1001928743 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$147,066.00

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF COVINGTON, WASHINGTON, COUNTY OF KING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY SAID CLAIMS PER THE ATTACHED COUNCIL APPROVAL REPORT.

Rob Hendrickson
Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

01/03/14 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
106574	Regular	1/3/2014	377	Bates, Krista	105.28
106575	Regular	1/3/2014	246	Kirshenbaum, Kathleen	677.40
106576	Regular	1/3/2014	243	Lyon, Valerie	1,434.52
106577	Regular	1/3/2014	278	Matheson, Derek M	4,720.99
106578	Regular	1/3/2014	234	Mhoon, Darren S	1,381.77
106579	Regular	1/3/2014	162	Michaud, Joan M	1,909.29
106580	Regular	1/3/2014	123	Scott, Sharon G	2,460.97
106581	Regular	1/3/2014	313	Slate, Karla J	2,265.02
106582	Regular	1/3/2014	275	Hart, Richard	3,529.80
106583	Regular	1/3/2014	368	Mueller, Ann M	1,216.39
106584	Regular	1/3/2014	180	Cles, Staci M	1,760.08
106585	Regular	1/3/2014	146	Hagen, Lindsay K	1,518.73
106586	Regular	1/3/2014	235	Hendrickson, Robert	3,651.88
106587	Regular	1/3/2014	105	Parker, Cassandra	2,527.73
106588	Regular	1/3/2014	374	Allen, Joshua C	1,960.57
106589	Regular	1/3/2014	353	Dalton, Jesse J	1,648.45
106590	Regular	1/3/2014	373	Fealy, William J	2,130.60
106591	Regular	1/3/2014	301	Gaudette, John J	1,965.97
106592	Regular	1/3/2014	186	Junkin, Ross D	2,768.73
106593	Regular	1/3/2014	252	Wesley, Daniel A	2,149.39
106594	Regular	1/3/2014	268	Bykonen, Brian D	2,971.50
106595	Regular	1/3/2014	279	Christenson, Gregg R	2,069.54
106596	Regular	1/3/2014	270	Lyons, Salina K	2,288.42
106597	Regular	1/3/2014	269	Meyers, Robert L	3,170.93
106598	Regular	1/3/2014	284	Ogren, Nelson W	2,722.74
106599	Regular	1/3/2014	266	Thompson, Kelly	2,085.03
106600	Regular	1/3/2014	307	Morrissey, Mayson	2,677.52
106601	Regular	1/3/2014	199	Bahl, Rachel A	1,990.53
106602	Regular	1/3/2014	292	Carkeek, Lena	1,467.70
106603	Regular	1/3/2014	428	Feser, Angela M	2,492.79
106604	Regular	1/3/2014	293	MacConaghy, Hailey	1,452.70
106605	Regular	1/3/2014	397	Martinsons, Jaquelyn	94.46
106606	Regular	1/3/2014	195	Patterson, Clifford	2,405.10
106607	Regular	1/3/2014	306	Thomas, Scott R	3,473.77
106608	Regular	1/3/2014	106	Bates, Shellie L	1,973.67
106609	Regular	1/3/2014	349	Buck, Shawn M	1,550.27
106610	Regular	1/3/2014	273	French, Fred	815.08
106611	Regular	1/3/2014	257	Parrish, Benjamin A	1,735.72
106612	Regular	1/3/2014	173	Vondran, Donald M	3,711.21
106613	Regular	1/3/2014	431	Allen, Kaitlyn	257.56
106614	Regular	1/3/2014	388	Andrews, Kaitlyn E	125.59
106615	Regular	1/3/2014	393	Blakely, Coleman P.	169.33
106616	Regular	1/3/2014	258	Cox, Melissa	437.18
106617	Regular	1/3/2014	385	Cranstoun, Alexander M	195.89
106618	Regular	1/3/2014	409	Hanger, Austin R.	141.92
106619	Regular	1/3/2014	417	Hendricks, Cole M	38.45
106620	Regular	1/3/2014	359	Houghton, Cassandra L	210.54
106621	Regular	1/3/2014	305	Kiselyov, Tatyana	133.24
106622	Regular	1/3/2014	425	Knox, John Q	104.91
106623	Regular	1/3/2014	426	Knox, Patrick L	92.57

106624 Regular	1/3/2014	416 Lipinski, Matthew	21.98
106625 Regular	1/3/2014	423 McCarthy, Joseph	27.66
106626 Regular	1/3/2014	340 Middleton, Jordan	106.47
106627 Regular	1/3/2014	297 Mooney, Lynell	176.07
106628 Regular	1/3/2014	413 Perko, Alyssa M.	138.60
106629 Regular	1/3/2014	319 Praggastis, Alexander	544.56
106630 Regular	1/3/2014	383 Reese, Rachel E	214.42
106631 Regular	1/3/2014	424 Rhoads, Jerrett K	424.14
106632 Regular	1/3/2014	429 Sizemore, Christine A	263.61
106633 Regular	1/3/2014	390 Tomalik, Stefan A	609.94
106634 Regular	1/3/2014	384 von Michalofski, Kayla M	78.32
106635 Regular	1/3/2014	392 Wardrip, Spencer A	478.13
106636 Regular	1/3/2014	411 Wills, Erica M.	16.48
106637 Regular	1/3/2014	432 Wilton, Sara J	16.48
106638 Regular	1/3/2014	116 Beaufre, Noreen	2,794.28
106639 Regular	1/3/2014	137 Throm, Victoria J	1,880.94
1001928721 Regular	1/3/2014	364 Newell, Nancy J	74.81
1001928722 Regular	1/3/2014	403 Bowen, Joshua W	692.25
1001928723 Regular	1/3/2014	430 Hanson, Sean C	21.98
1001928724 Regular	1/3/2014	399 Jensen, Emily A	102.61
1001928725 Regular	1/3/2014	316 Johansen, Andrea	475.60
1001928726 Regular	1/3/2014	391 Mayes, Annika L	82.42
1001928727 Regular	1/3/2014	351 Panzer, Erika	11.67
1001928728 Regular	1/3/2014	400 Quintos, Edward Louie D	49.63
1001928729 Regular	1/3/2014	412 Reynolds, Shannon J.	225.83
1001928730 Regular	1/3/2014	415 Rinck, Tyler P	132.05
1001928731 Regular	1/3/2014	398 Vieira, Logan G	66.30
1001928732 Regular	1/3/2014	395 Wunschel, Ethan G.	169.49

Totals for Payroll Checks 78 Items 94,736.14
 Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
106640	AGENCY	1/3/2014	401SS	ICMA Retirement Trust	15,085.49
106641	AGENCY	1/3/2014	457Ex	Vantagepoint Transfer Agent-	379.42
106642	AGENCY	1/3/2014	CICOV	City of Covington	2,642.25
106643	AGENCY	1/3/2014	EFSDU	Paylocity Corporation	125.00
106644	AGENCY	1/3/2014		Emp City of Covington Employee	83.00
106645	AGENCY	1/3/2014	IC401	ICMA Retirement Trust	12,838.22
106646	AGENCY	1/3/2014	IC457	ICMA Retirement Trust	1,687.63
106647	AGENCY	1/3/2014	ROTH	ICMA Retirement Trust	100.00
106648	AGENCY	1/3/2014	VEBA	HRA VEBA Trust	1,476.00
1001928743	AGENCY	1/3/2014	JG1	WASH CHILD SUPPORT	110.41
Totals for Third Party		10 Items			34,527.42

Tax Liabilities 17,609.02
 Paylocity Fees 193.42

Grand Total \$ 147,066.00

Consent Agenda Item C-3

Covington City Council Meeting

Date: January 14, 2014

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SUPERIOR MAINTENANCE SOLUTIONS FOR LANDSCAPE MAINTENANCE.

RECOMMENDED BY: Don Vondran, PE, Public Works Director
Scott Thomas, Parks & Recreation Director

ATTACHMENT(S):

1. Landscape Maintenance Agreement

PREPARED BY: Shellie Bates, Programs Supervisor/Public Works
Ross Junkin, Maintenance Supervisor

EXPLANATION:

Staff requests the City Council to award the 2014 Landscape Maintenance Agreement to the lowest, most qualified bidder Superior Maintenance Solutions to maintain the landscaping in Covington as outlined in the attached agreement.

The Public Works Department sent out an invitation to bid to all landscape maintenance contractors listed on the Municipal Research and Services Center (MRSC) Roster. The email was sent out to 145 contractors. Twenty (20) contractors requested the bid specifications packet and we received bids from nine (9) companies. The low bidder will maintain the landscaping in Covington as outlined in the attached agreement. The continuous level of landscape maintenance will provide a well maintained aesthetic downtown area, arterials and parks.

This agreement calls for renewal each year, for a term of up to three years, provided the contractor meets performance standards and both parties agree to the renewal.

The park sites to maintain include a bid for Jenkins Creek Park (\$18,000) which is currently maintained by volunteers. The bid amount for this item is very high and city staff does not recommend including it in this contract. The maintenance for Jenkins Creek Park will continue to be provided by volunteers. However, relying on volunteers continues to be problematic due to their staffing and equipment issues.

ALTERNATIVES:

Reject all bids and re-advertise the project for competitive bids later.

FISCAL IMPACT:

The lowest responsive, responsible bid is as follows:

Park Sites	\$10,868.69
Street Sites	<u>\$25,751.23</u>
Total	\$36,619.92 (includes sales tax)

The not-to-exceed contract amount (\$45,000) includes additional funds to cover discretionary work as well as unforeseen problems (e.g. irrigation repairs, pesticide control, turf repairs, etc.).

The 2014 total budgeted amount for this activity is \$67,600 (Street Fund = \$50,600, Parks Fund = \$17,000).

CITY COUNCIL ACTION: _____Ordinance _____Resolutions X Motion _____Other

**Councilmember _____ moves, Councilmember _____
seconds, to authorize the City Manager to execute an Agreement with
Superior Maintenance Solutions for landscape maintenance.**

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
AGREEMENT FOR SERVICES

Between: City of Covington and Superior Maintenance Solutions
 Project: Landscape Maintenance
 Commencing: January 15, 2014
 Terminating: December 31, 2014
 Amount: Not to exceed \$45,000.00

THIS AGREEMENT FOR SERVICES is entered into this 15th day of January, 2014, by and between the City of Covington ("City"), a Washington municipal corporation, and Superior Maintenance Solutions ("Contractor"), a limited liability company.

RECITALS:

A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform landscape maintenance services on behalf of the citizens of Covington; and

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

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

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

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

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Contractor and the Contractor 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 Contractor 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 Contractor 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, 2014 ("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 Contractor. Time is of the essence in each and every term of this Agreement.

3.1. This contract may be extended up to two (2) times for an additional one (1) calendar year at the sole discretion of the City. If the term is extended, the unit price of the contract will be adjusted each year using the Seattle-Tacoma Consumer Price Index – Urban (CPA-W) rate starting with October of 2014 as the initial benchmark and the rate in October in subsequent years to be applied in January of the next year.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed \$45,000.

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 Contractor shall return to the City a completed "Request for Taxpayer Identification Number and Certification", also known as IRS form W-9.

4.4 Contractor Responsible for Taxes. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor under this Agreement. The Contractor shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement on behalf of Contractor. The City shall also have the right to deduct from payments to the Contractor any costs or damages

incurred by the City, or which may be incurred by the City, as a result of the Contractor'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 Contractor 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 Contractor 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 Contractor shall be delivered to the City. No confidential information obtained or created by Contractor 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 Contractor that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Contractor sick leave, vacation pay or any other benefit of employment. The Contractor 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 Contractor, shall not be deemed to convert this Agreement to an employment contract. The Contractor will be solely responsible for its acts and for the acts of its agents, employees, sub Contractors 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 Contractor shall have the sole judgment of the means, mode or manner of the actual performance of this Agreement. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

8. Indemnification. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless the City and all of its officials, employees, 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 Contractor, 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 Contractor, its contractor or employees, agents, volunteers or representatives and the City or its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of Contractor, its contractor or employees, volunteers, agents, or representatives. In the event of any such claims, demands, suits, actions, and lawsuits, Contractor 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, or employees. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, or employees, Contractor shall at once cause the same to be dissolved and discharged by giving bond or otherwise. Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and for that purpose Contractor specifically waives, as respects the City only, any immunity under the Worker's Compensation Act, RCW Title 51; and Contractor 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 Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives or employees. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor 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 Contractor 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 Contractor participates in a state-run workers' comp program. The Contractor 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 Contractor's insurance policies are "claims made," the Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Contractor or by the Contractor'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 Contractor 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 Contractor's breach, may result in ineligibility for further City agreements.

13. Assignment and Subcontract. The Contractor 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 Contractor represents to the City that it has no conflict of interest in performing any of the services described herein. It is recognized that the Contractor 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 Contractor's ability to perform the Services. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the City. The Contractor agrees to resolve any actual conflicts of interest in favor of the City.

15. Confidentiality. All information regarding the City obtained by the Contractor and designated by the City as confidential in the performance of this Agreement shall be considered confidential. Breach of confidentiality by the Contractor 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 Contractor 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 Contractor, to:

Superior Maintenance Solutions
19410 Highway 99, Suite A-136
Lynnwood, WA 98036

or to such other person or place as the Contractor 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 Contractor 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 Contractor contained hereto shall survive indefinitely.

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

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

[Signatures included on next page. This space left intentionally blank.]

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CITY OF COVINGTON LANDSCAPE MAINTENANCE SCOPE OF SERVICES

I. GENERAL REQUIREMENTS

The Landscape Maintenance Specifications is a part of the contract for landscape maintenance services. Compliance with the requirements set forth in this specification is mandatory for the maintenance contractor. If part of this specification is declared invalid for any reason, that invalidation shall apply only to the specific part declared invalid. It shall not nullify any of the requirements of any other part. In the event of question over applicability of any requirement, the requirement shall be assumed to apply, unless the owner provides a written clarification stating that it does not. All modifications to this specification must be in writing.

II. SCOPE OF WORK

The scope of work contained herein establishes a standard of landscape care for the City. The scope is specifically intended to produce an attractive, healthy and cost effective landscape. The contractor shall provide to the City regular maintenance services as outlined in these specifications and the Monthly Checklists for work completed in the City.

The contractor shall examine the landscape, including irrigation, on a weekly basis, looking for problems or potential problems with the landscape.

The contractor shall provide at his/her own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this specification.

The contractor shall make minor replacements and repairs to the landscape facilities as part of the required weekly maintenance work. Major items needing replacement or repair shall be reported to the City Public Works Department within one week of occurrence. A minor item would be something that takes less than 15 minutes to repair by skilled workmen, using minimal replacement parts. Some specific guidelines for determining if an item is minor or major are given in the section pertaining to each item. The contractor shall be available to perform additional work related to the landscape maintenance as may be authorized in writing by the owner. Such work shall be non-minor items relating to landscape care, which are not a part of the normal maintenance work as outlined in this specification.

Any facilities or property damaged or destroyed as a result of the landscape maintenance contractor's operations at the site shall be repaired or replaced at the landscape maintenance contractor's expense.

III. SITES

All the sites listed below are identified on the attached map (EXHIBIT B).

Park Sites:

1. Friendship Park – 15808 SE 254th Place
2. Crystal View Park – 25412 170th Place SE
3. Covington Aquatic Center – 18230 SE 240th Street
4. ~~Jenkins Creek Park – 18050 SE 267th Place (Optional)~~
5. Evergreen Park – 19801 SE 262nd Street

Street (Right of Way) Sites:

7. SE 256th Street and 164th Avenue SE improvements
8. SE 272nd Street from 160th Avenue SE to Jenkins Creek Bridge
9. 168th Place SE from SE 272nd Street to Covington Way SE, including Covington Way SE from Highway 18 Bridge to 166th Avenue SE

10. SE 270th Place from 169th Place SE to 174th Place SE
11. 174th Place SE from SE 272nd Street to SE 270th Place
12. SE 270th Place from Wal-Mart to SE Wax Road
13. SE Wax Road/180th Avenue SE from SE 272nd Street to Highway 18, including SE 262nd Place ½ block
14. SE corner of SE 272nd St & Covington Way – grass area in front of Airstream dealership.

IV. CARE OF PLANTED AREAS

Trees

Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

Prune trees to remove dead, diseased, broken, dangerous, or crossing branches as required below. Pruning of this type is a minor, non-reimbursable, cost to be included as part of the regular maintenance.

Prune trees only in appropriate months as determined by an arborist. Prune in accordance with accepted standards for proper pruning.

Discard all tree trimmings off-site using a legal method.

Any tree found to be dead or missing shall be reported to the City Public Works Department.

Once a year, prune all trees to encourage a high-branching structure. Exception to the above: trees planted for screening purposes. A vertical clearance of 114 inches is required above all parking spaces. A vertical clearance of 80 inches is required above all walkways.

The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

Shrubs and Vines

Shrubs and vines shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.

Shrubs shall be pruned as needed to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges and topiary shall be regularly pruned to maintain a uniform height and width. All other shrubs shall be pruned to maintain safety, visibility, and plant health, and allow the plant to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary (shapes) unless specifically instructed to do so in writing by the Public Works Department.

Allow shrubs three (3) months to rejuvenate following a hard frost prior to pruning or replacing.

Any shrub found to be dead or missing shall be reported to the Public Works Department.

The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized between every three shrubs to minimize the possibility of spreading disease. When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

Groundcover

Groundcover shall be maintained in a healthy, vigorous growing condition.

Groundcover shall be trimmed back from sidewalks, curbs, and paved areas on a monthly basis. Do not create vertical edges when pruning groundcover. Cut the edges at a forty five degree angle to create a natural appearance and healthier plants.

Fertilizer

Foliar applied fertilizer shall be water soluble and non-burning. Formulation shall be 15-30-15 or similar. Apply at manufacturer's recommended concentration for plant type. Saturate the entire foliage of each plant with foliar spray until it runs off.

Granular fertilizer shall be 16-16-16 formulation or similar, applied at recommended rate for plant type at a 90-day interval. Water the area immediately after applying to move the fertilizer into the soil and wash the fertilizer off of plant surfaces.

When applying granular fertilizers to drip-irrigated areas, the fertilizer must be washed in by hand or rainfall before turning on the drip system. Running the drip system immediately after application will push the fertilizer away from the emitters, resulting in a high concentration of fertilizer at the edge of the wetted zone. This highly-concentrated fertilizer can kill or damage plants. It is recommended that granular fertilizers be applied to drip-irrigated areas only in early spring, just prior to a moderate rainfall.

Itemized receipts for fertilizer (or for services of a fertilizer application company) must be submitted to the City Public Works Department as proof of application. The contractor shall submit the receipts together with the next regular billing. Failure to submit receipts may result in payment delays or partial payment. Receipts must show the name and phone number of the seller and the date of sale. Receipts must also be itemized, showing the total quantity and description of each item. Prices and unrelated purchases may be blacked out.

Weed Control

Contractor shall provide surveillance for detection of all weed infestations in turf areas and shall take timely measures to treat same with appropriate herbicide.

All precautions shall be taken in the handling and application of all sprays. One application with follow up applications as required to attain a kill of 90% of broadleaf weeds shall be required.

Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed as the weeds emerge. Weeds shall be removed if they are larger than 2 inches in height or diameter. Dispose of weeds off-site. Pre and post-emergent herbicides may be used at the contractor's option. The cost of all weed control work shall be included in the contract price for landscape maintenance.

Mulch and/or Rock Layer

Soil mulch and/or rock layer shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter area.

Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.

Mulch and/or decorative rock shall be uniform in color and appearance, and free of leaves, sticks, or trash.

Lawns

Lawns shall be kept in a healthy, vigorous condition, free of disease and pests, except as noted below.

Weeds shall be controlled in lawn areas as noted above under the weed control section.

All turf areas shall be inspected and policed for litter and debris prior to each mowing, and disposed of in a legal manner.

All turf is to be mowed weekly beginning in March and through the end of October, with an additional three mowings in November and one in February, for a total of 39 mowings in the year to maintain an even, well-groomed appearance.

Mowing height for lawn areas shall be no less than 1 ½", not to exceed 2 ½": between mowing operations. The turf shall be cut at a uniform height. Scalping and uneven cutting shall be prevented. Mower blades shall be maintained in a good condition for an even cut. Any excess clippings shall be dispersed and/or collected to prevent damage to existing lawn areas or if it causes an unsightly appearance.

Edging

All sidewalks, curb lines, concrete slabs, bed edges and the immediate high visual areas shall be mechanically edged as needed to maintain a neat, clean appearance, approximately twice per month. However, the low visual perimeters such as road shoulders, outlying tree circles, bed edges, etc., may be chemically contained, but at no time will there be more than ½ inch of visual desiccated plant growth along the contained areas.

Trimming or Weed Eating

Trimming shall be performed around all road signs, guard posts, trees, shrubs, utility poles and other obstacles paying special care to not damage trees and shrubs. The grass to be trimmed shall not be trimmed to less than the desired height of cut determined by the mowing operation.

Turf Fertilization

Applications of fertilizers shall be carried out to maintain proper nutrient levels throughout the year.

Turf shall be fertilized with a well-balanced slow-release fertilizer a minimum of two times per year, applying 8 lbs. of nitrogen per 1,000 sq. ft. per year to maintain a consistent, lush green appearance.

Streetscape Maintenance

All grounds will be policed once per week to remove weeds, paper and debris.

All planter and median beds, tree circles, sidewalk cracks, etc., are to be sprayed once per month to control unwanted grasses and broadleaf weeds. Chemical practices shall not be a substitute for hand-weeding where the latter is required for complete removal.

All planter and median beds are to have at least two applications of pre-emergent herbicide per year. Pre-emergent herbicides shall be of the non-leaching type, with minimal soil contaminating levels.

All planter and median beds will be raked through once per quarter to remove debris and garbage in order to promote an attractive appearance.

Fertilizing of all shrubs shall be done once per year with a well-balanced slow release type of fertilizer.

Provide remedial attention and repair to shrubs and trees as appropriate by season or in response to incidental damage.

Prune shrubbery to maintain proper size in relationship to adjacent plantings and intended function.

Prune trees as required removing weak branching patterns, dead, damaged and diseased portions of the plant and maintaining balance of head growth development. Remove lower limbs when obstructing vehicular or pedestrian clearances.

Remove lower branches of conifer trees when in conflict with growth of plantings beneath.

Prune groundcover plantings to restrain perimeter growth to within planting bed areas where adjacent to walks and curbs.

Leaf Removal

Removal of leaves from all lawns, planter beds, and walkways will be completed to maintain a clean appearance. Leaves shall be removed from the site and not blown onto private property or streets.

V. IRRIGATION

Irrigation Equipment and Operation

Establish time setting and intervals of irrigation water application for each value of all irrigation zones. Make changes when necessary to correspond to variable watering requirements for lawn or planting areas.

Observe operation of all irrigating at least once each operating month. Check for coverage and plugged heads; balance system and clean heads as required to maintain system in proper working order.

Perform necessary site visits and observations to maintain the proper amounts of moisture in soils to promote healthy and vigorous plant growth. Correct conditions of over or under watering as may be determined by observations during the irrigation season.

Shut-off and completely drain system(s) no later than the first day of November. Turn off all main supply valves, open all manual drain valves; gravity drain, and bleed valves on backflow prevention devices. Perform winterization prior to specified dates in the event of earlier freezing weather.

Activate irrigation system(s) during first week of April. Operate and observe all portions of the system and perform necessary rebalancing, cleaning, or other work required to re-establish proper irrigation functions.

It is the responsibility of the contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the contractor.

Costs to repair or replace shrubs, trees, turf, etc. due to contractor negligence with regard to City irrigation systems will be solely borne by the contractor. Negligence includes, but is not limited to, lack or irrigation due to improper settings, contractor inflicted damage to the irrigation system, failure to monitor the system, etc.

The contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below.

Adjust watering times each week. Do not over water plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.

When breakdowns or malfunctions exist, the contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and the City

agrees to pay repairs as additional work, the labor costs for hand watering may also be submitted for payment. Do not wait for approval to begin hand watering if it is required to save the plantings.

Irrigation System Scheduled Maintenance:

Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.

The contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.

Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.

Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

Irrigation System Repair:

The contractor shall replace or repair, at the contractor's expense, any irrigation components damaged, unless due to excluded damage. Repair shall be made within two weeks of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The contractor shall make notification of needed repairs within two weeks of the day the damage occurred as noted in the General Requirements section of these specifications. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (ie; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. These minor repair items shall be corrected by contractor at contractor's expense.

Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the City Public Works Department.

All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the City Public Works Department.

The contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.

Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

VI. CLEAN UP AND LITTER REMOVAL

Sweep or blow-off all hard surfaces, walks, curbs, and gutters weekly.

Do not sweep or blow trash, leaves, clippings, or landscape debris into planters or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site.

Do not use blowers prior to 7:00 AM or after 8:00 PM.

All litter, debris, leaves etc. shall be removed from hard surfaces, and all planted areas each week and disposed of off site in a legal manner.

In addition to removing all litter from hard surfaces and planted areas, the contractor shall remove and dispose of any large miscellaneous debris or trash in parking areas. "Large miscellaneous debris" shall mean items the size of a small beverage cup or larger. Sweeping of the parking lots is not included in the landscape maintenance. All litter shall be removed from hard surfaces and planted areas regardless of the size of the litter.

VII. CHEMICALS, HERBICIDES, PESTICIDES

All chemicals shall be used in accordance with the manufacturer's recommended handling methods. All chemicals shall be handled in accordance with all applicable regulations. Registered chemicals shall be used only on the advice of a qualified, licensed if required, pest control advisor. Copies of applicators' licenses shall be provided to the City.

Pesticides shall not be applied within one hour of the start of operating hours for the site. In the event that it is not possible to complete the application by one hour prior to business hours, applications shall be made at times when public presence is minimal. Areas to be treated shall be blocked off and warning signs posted.

The contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.

VIII. REPORTS

The contractor shall provide the City Public Works Department with a phone number where a message can be left for the contractor 24 hours a day. An answering machine connected to the contractor's normal phone line is an acceptable method of meeting this requirement. The contractor shall check for messages left at this phone number every 24 hours or less.

The contractor shall provide the City Public Works Department with the name and phone number of the contractor's representative for these sites. The contractor's representative shall be a person employed by the contractor who is familiar with, and regularly updated on, all the contractor's activities at the site. The contractor's representative shall personally perform regular reviews of the contractor's work at the site.

IX. TRAFFIC CONTROL

The contractor is solely responsible for all necessary traffic control. This includes proper signage per MUTCD. Contractor employees shall wear approved safety vests at all times while working in the city (see OSHA for requirements). When closing a lane or rerouting traffic is necessary in order to perform contract work, the contractor shall notify the city a minimum of one (1) week prior to work commencing. The city will approve the traffic control plan prior to any traffic control being installed.

All costs for traffic control shall be incidental to this contract and will be the responsibility of the contractor.

X. ADDITIONAL REQUIREMENTS

1. The contractor and all sub-contractors shall pay prevailing wage rates.

2. Contractor will provide all necessary labor, material, and equipment to perform the work described herein.
3. Contractor will provide monthly verification of proper disposal of spoils.
4. Contractor will provide a monthly report to the City of Covington Maintenance Supervisor via email indicating completed work. The monthly report shall include labor hours for each individual site.
5. The City of Covington shall be invoiced within 30 days of completion of work. An itemized list of all landscape areas by site shall be included with the invoice.
6. A contractor representative shall meet onsite with the City Maintenance Supervisor once per month. This meeting will generally consist of a tour of the sites and discussion of upcoming work/schedules.

Site Summary

Parks Sites

1. **Friendship Park – 15808 SE 254th Place**
This site includes the entire park and the street frontage adjacent to the park. It includes weekly mowing during the growing season and monthly during the off season.
2. **Crystal View Park – 25412 170th Place SE**
This site includes all of the developed park site and the street frontage as well as maintenance and operation of the irrigation system. It includes weekly mowing during the growing season and monthly during the off season.
3. **Covington Aquatic Center – 18230 SE 240th Street**
This site includes litter pick up and blowing off of gathering areas, weekly mowing of grass on the east side of the building (weekly mowing during growing season, monthly during off season). It also includes litter pick up of parking areas adjacent to the building. Lastly, it includes landscape maintenance of all planter areas in the front and sides of the building.
4. ~~**Jenkins Creek Park – 18050 SE 267th Place (Optional)**~~
~~This site may not be included in the final contract as it is currently maintained by volunteers. It includes the entire park (lower and upper meadows) and all four entrances. Maintenance includes: weekly mowing of upper meadow, weekly mowing of grass trails in the lower portion of the park (weekly mowing during growing season, monthly during off season), as well as litter pick up,~~
5. **Evergreen Park – 19801 SE 262nd Street**
This site includes twice monthly mowing in the growing season and monthly in the off season. It also includes both ends street frontage mowing and edging.

Street (Right of Way) Sites:

6. **SE 256th Street and 164th Avenue SE**
This site includes all planter strips, medians, and roundabout on SE 256th Street from 156th Avenue SE to 170th Place SE. It also includes mowing once per month and/or spraying behind the sidewalks (2 feet maximum): at the SE 256th Street roundabout, on the south side of SE 256th Street between 160th Avenue SE and 164th Avenue SE, and on both sides of 168th Avenue SE south of SE 256th Street. This site will also include bark mulch for all medians on SE 256th Street and 164th Avenue SE. A minimum 3" of bark mulch shall be installed once per year (installed in the spring).
7. **SE 272nd Street from 160th Avenue SE to Jenkins Creek Bridge**
This site includes all planter strips and medians as well as mowing behind sidewalk at 160th Avenue SE on both sides (This is the entry to the City from Kent and the entrance to downtown Covington. A high level of service is expected). It also includes the ground cover/shrubs between

the curb and sidewalk in front of the library (just east of 164th Avenue SE). The work in this section includes all of the tree wells in various locations throughout the site. Additionally, all medians on SE 272nd Street shall receive a minimum 3" of bark mulch once per year (installed in the spring). This site does not include the mowing on the north side from 172nd Avenue SE to 169th Place SE. An irrigation system is present at 172nd Avenue SE but is not operational nor will it be. It does include the median at 169th Place SE and SE 272nd Street.

- 8. 168th Place SE from SE 272nd Street to Covington Way SE, Including Covington Way SE from Highway 18 to 166th Avenue SE**

This site includes all planter strips, medians and roundabouts. The Fred Meyer roundabout maintenance stops at the cross walks at each shopping center entrance. The Costco roundabout includes the east leg but not the west leg of the roundabout. It also includes the top of the wall adjacent to the east neighborhood. It also includes mowing once per month and/or spraying behind the sidewalk (2 feet maximum) at the roundabouts where needed, the west side of 168th Place SE adjacent to retention ponds. This also includes Covington Way SE south of 168th Place SE adjacent to the neighborhood.
- 9. SE 270th Place from 169th Place SE to 174th Place SE**

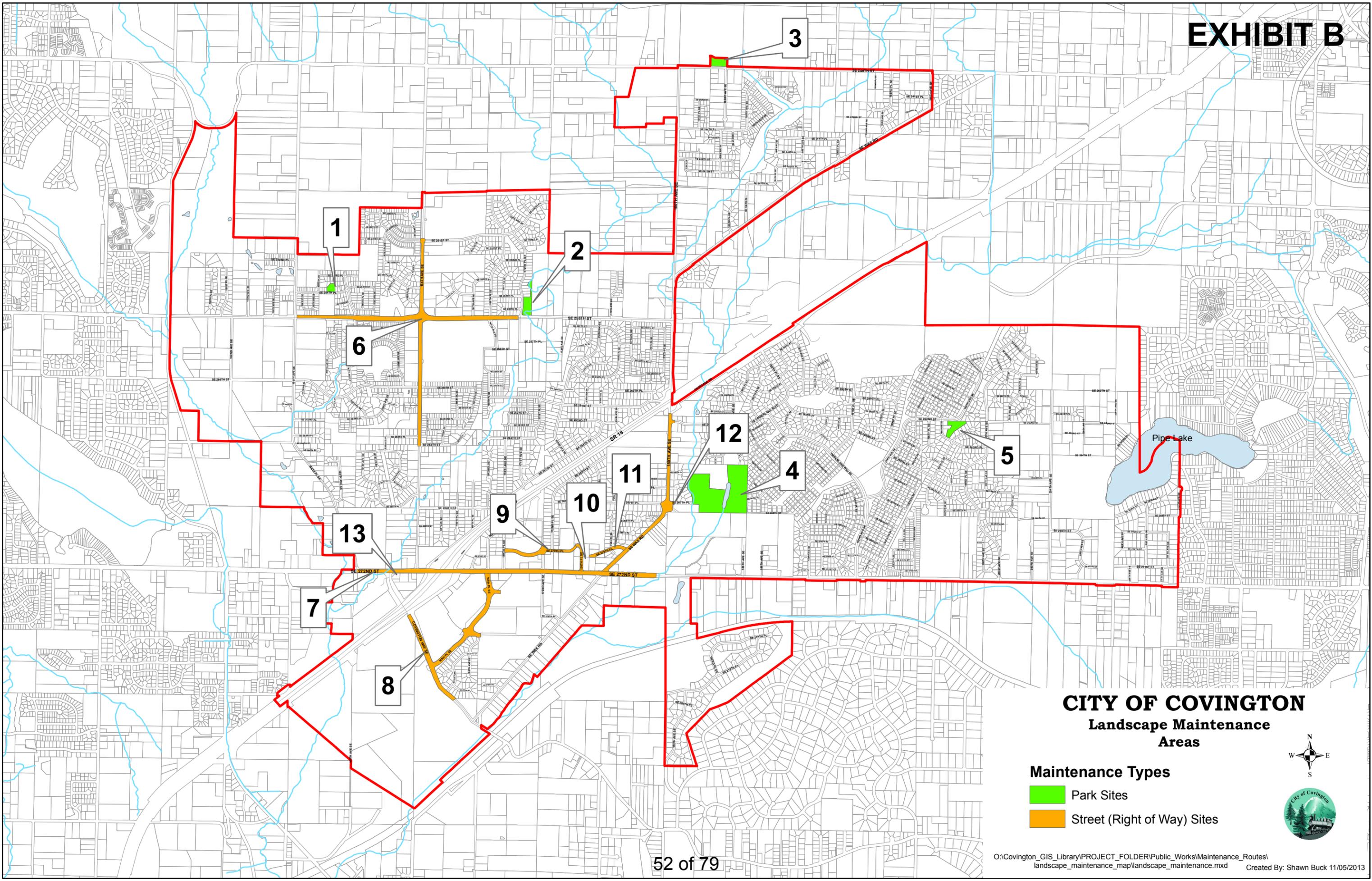
This site includes the median at Kohl's and the barricade on the north leg of the roundabout. It does not include the mowing from 169th Place SE to 172nd Avenue SE but does include the beds from 172nd Avenue SE to 174th Place SE on both sides.
- 10. 174th Place SE from SE 272nd Street to SE 270th Place**

All beds included.
- 11. SE 270th Place from Wal-Mart to SE Wax Road**

All beds and mowing included on both side and operational irrigation system is on site.
- 12. SE Wax Road/180th Avenue SE from SE 272nd Street to Highway 18**

This site includes all planter strips, medians, and roundabout. It includes half of the block on SE 262nd Street (east leg). It also includes mowing once per month and/or spraying behind the sidewalk (2 feet maximum) at roundabout, both sides of SE Wax Road from SE 270th Place to roundabout.
- 13. SE Corner of SE 272nd Street and Covington Way SE**

Mow the grass area in front of Airstream dealership at the corner (City property). This is non city irrigated and typically goes dormant in summer. It includes weekly mowing during the growing season and monthly during the off season.



CITY OF COVINGTON Landscape Maintenance Areas

- Maintenance Types**
- Park Sites
 - Street (Right of Way) Sites



**City of Covington
2014 Landscape Maintenance
Bid Proposal
Superior Maintenance Solutions**

Park Sites		Monthly Amount	Annual Amount	*Annual Amount
1	Friendship Park - 15808 SE 254th Place	\$195.00	\$2,340.00	\$2,340.00
2	Crystal View Park - 25412 170th Place SE	\$245.00	\$2,940.00	\$2,940.00
3	Covington Aquatic Center - 18230 SE 240th Street	\$195.00	\$2,340.00	\$2,340.00
4	Jenkins Creek Park - 18050 SE 267th Place (Optional)	\$1,500.00	\$18,000.00	\$0.00
5	Evergreen Park - 19801 SE 262nd Street	\$199.00	\$2,388.00	\$2,388.00
PARK SITES TOTAL			\$28,008.00	\$10,008.00
STATE SALES TAX (8.6%)			\$2,408.69	\$860.69
PARK SITES GRAND TOTAL			\$30,416.69	\$10,868.69

*Optional bid item #4 is not included in this contract.

Street (Right of Way) Sites		Monthly Amount	Annual Amount
6	SE 256th Street & 164th Avenue SE	\$564.00	\$6,768.00
7	SE 272nd Street from 160th Avenue SE to Jenkins Creek Bridge	\$268.00	\$3,216.00
8	168th Place SE from SE 272nd Street to Covington Way SE, including Covington Way SE from Highway 18 Bridge to 166th Avenue SE	\$333.00	\$3,996.00
9	SE 270th Place from 169th Place SE to 174th Place SE	\$321.00	\$3,852.00
10	174th Place SE from SE 272nd Street to SE 270th Place	\$105.00	\$1,260.00
11	SE 270th Place from Wal-Mart to SE Wax Road	\$180.00	\$2,160.00
12	SE Wax Road/180th Avenue SE from SE 272nd Street to Highway 18	\$90.00	\$1,080.00
13	SE corner of SE 272nd St and Covington Way SE – grass area in front of Airstream dealership	\$115.00	\$1,380.00
STREET (RIGHT OF WAY) SITES TOTAL			\$23,712.00
STATE SALES TAX (8.6%)			\$2,039.23
STREET (RIGHT OF WAY) SITES GRAND TOTAL			\$25,751.23

BID GRAND TOTAL (Park Sites and Street Sites)

\$56,167.92 \$36,619.92

Consent Agenda Item C-4

Covington City Council Meeting

Date: January 14, 2014

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR PARKS IMPACT FEE CONSULTANT.

RECOMMENDED BY: Scott Thomas, Parks and Recreation Director

ATTACHMENTS:

1. Proposed Professional Services Agreement including Scope of Work
2. Decision Card, Fiscal Year 2014

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:

In order to begin addressing the Council's goal to provide equitable park, trail and facility access for all Covington residents the city needs an acquisition and development plan of action, and a financial plan to pay for this work.

Currently the 2006 Parks Capital Improvement Plan (CIP) is being updated to articulate how the City can meet its park land and trail miles per capita and facility development goals. The next step includes the City pursuing funding strategies to pay for the capital development. One source of funding is the City's existing, but unutilized, Park Impact Fee (PIF). A PIF study would identify and eliminate any conflicts between existing city codes, revise the impact fee formula based on the updated Parks CIP and provide a decision package so the City Council can determine which fees to collect, if any, in support of park and facility acquisition and development.

In order to perform this work, the City needs the expertise of a consultant. Henderson, Young and Company is an experienced, highly qualified and capable firm available to perform the PIF study. It is recommended the City hire this consultant early in 2014 to periodically provide advice during the Parks CIP update to most effectively and efficiently develop the CIP program to support and smoothly transition into the PIF Study. This early involvement would also expedite the PIF development.

ALTERNATIVES:

1. Amend the scope of work.
2. Do not approve any scope of work.

FISCAL IMPACT:

The cost of the consultant contract is \$40,700. This expenditure was approved in the 2014 budget as part of the Park Impact Fee Study and is well within the amount allocated.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

**Council member _____ moves, Council member _____
seconds, to authorize the City Manager to execute a contract between
the City of Covington and Henderson, Young and Company to
complete the City’s Parks Impact Fee Study.**

REVIEWED BY: Parks & Recreation Director, City Manager, Finance Director, City Attorney

CITY OF COVINGTON
AGREEMENT FOR SERVICES

ATTACHMENT 1

THIS AGREEMENT FOR SERVICES is entered into this 2nd day of January 2014, by and between the City of Covington (“City”), a Washington municipal corporation, and Henderson, Young & Company (“Consultant”), a professional service agreement.

RECITALS:

- A. The City seeks the services of a Consultant to perform primary Park Impact Fee program development services on behalf of the citizens of Covington; and
- B. The Consultant has the qualifications 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.

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, 2015 (“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 [check applicable method of payment]:

4.1.1 ___ An amount not to exceed \$_____ calculated on the basis of

the hourly rates set forth in Exhibit “B” attached and incorporated herein by this reference; OR

4.1.2 An amount not to exceed \$40,700; OR

4.1.3 Other [describe]: _____

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

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

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

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

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

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

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

8. Indemnification. To the maximum extent permitted by law, Consultant shall defend, indemnify and hold harmless the City and all of its officials, employees, 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, 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, or employees. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, or employees, 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:
Henderson, Young & Company
8060 - 165th Ave., NE, Suite 220
Redmond, WA 98052

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

22.2 if to the City, to:
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042

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

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

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

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

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

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

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

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

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

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

CITY OF COVINGTON

By: Derek Matheson
Its: City Manager

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

HENDERSON, YOUNG AND COMPANY

By: Randy Young
Its: _____

EXHIBIT A

SCOPE OF WORK

Henderson , Young & Company (the Consultant) will perform the services described below in order to develop parks, recreational facilities and open space impact fees (PIF) for the City of Covington (the City). This Scope of Work contains three sections:

- I. Tasks
- II. Products / Deliverables
- III. Schedule

I. Tasks

1. Capital Facilities Plan. The City will prepare an updated Capital Facilities Plan for parks, recreation and open space (Parks CFP). The Parks CFP will fulfill the requirements of RCW 36.70A.070(3) and 82.02.050(4). The Consultant will provide expert review and advice during the City's development of the Parks CFP.

2. Reimbursable Prior Capital Improvements. The City will provide, and the Consultant will review previous capital improvements by the City for parks and recreational facilities in order to identify costs that may be eligible for reimbursement impact fees that are authorized by RCW 82.02.060(7).

3. Methodology. The Consultant will develop the specific methodology for Covington's PIF. Based on preliminary discussions with City staff, we believe the methodology could be based on level of service standards expressed in acres per 1,000 population, although the LOS standards in the PROS Plan and City Comprehensive Plan may be revised and amended. Staff also indicates that the methodology should apply the PIF to non-residential development in order to provide the City with the option to include or exclude non-residential development in the PIF.

It is possible, but at this time less likely, that the methodology would require growth to pay for an amount equal to the City's current investment per capita in parks and recreational facilities. The current investment per capita would be applied equally to growth, thus ensuring that the same level of service would be provided to new development as is provided to existing properties. The current investment would be based on replacement costs in order to enable the City to acquire new assets at current prices.

The Consultant will meet with City staff to review and discuss the Consultant's recommended PIF methodology, including, but are not limited to:

- A. Level of service metric: acres per 1,000 population and/or investment per capita.
- B. Level of service benchmark for impact fee: same as PROS plan, or revised, or current actual level of service

- C. Charging PIF to non-residential development.
- D. Relationship to any existing mitigation for parks and recreation (i.e., land dedication requirement, fees-in-lieu in CMC 18.35).
- E. Inclusion of trails, paths and sidewalks as components of PIF.
- F. Zones for PIF: Citywide or multiple zones.
- G. Funding sources for any existing deficiencies compared to level of service, including but not limited to grants, future bond issue, and REET)
- H. Availability and use of other funds for park acquisition and development that serves new development, including the same sources listed in F, above.
- I. Identification of an inflation factor index to keep PIF current with increasing costs.
- J. Frequency of updating PIF (including relationship of PIF to future updates of the City's PROS plan).

After the review by City staff, the Consultant will prepare a memo outlining the methodology that will be used for the PIF.

4. City Council Briefing. The Consultant will prepare and make a presentation about the PIF to the City Council. Topics will include:

- PIF methodology
- levels of service
- PIF rates charged by other Washington cities
- total impact fees charged by other Washington cities
- other sources of funding for parks, recreational facilities and open space

The presentation is an opportunity for the City Council to learn more about PIF, and to comment on and/or ask questions about PIF.

5. Research. Data will be collected to supply the facts that will be the basis of the PIF calculations. Most of the data will have been assembled for the updated Park CFP. The following are the primary data that will be provided to the Consultant during the research phase:

- A. Inventory of existing parks and recreational facilities, and "committed" (i.e., budgeted) projects for additional parks and recreational facilities, including the acreage of each park and open space, the number of each type of recreational facility at each park, and the number of miles of trails.
- B. Current (i.e., replacement) value of park land and recreational facilities. Valuations can be based on assessor data for park land, or recent actual prices paid, or actual costs paid by other parks departments, or data from City fixed asset inventories, or risk management valuations, or estimates by park consultants, or appraisals.
- C. Levels of service:
 - 1. PROS plan adopted standards for level of service
 - 2. Current (i.e. 2013) actual level of service
 - 3. Any other potential level of service

- D. Park CFP and City CIP for parks, including annotation to identify projects that add to the capacity of the park system (as opposed to projects that are for repair, renovation or remodeling and do not add capacity)
- E. Sources and amounts of revenue for funding previous park and open space land acquisitions and recreational facilities in the last 5 years.
- F. Copies of existing park mitigation programs, such as CMC 18.122 and 18.35, and current balance of unexpended fees-in-lieu and PIF (if any).
- G. Persons per household, by type of household (census and any other estimates).
- H. Population: current and forecast.
- I. Dwelling units: current and forecast
- J. Employment: current and forecast (for PIF for non-residential development).

City staff will locate and assemble the raw data from existing City records. The Consultant will review and evaluate the data to ensure that it will support the methodology developed in Task 3.

6. Analysis and Rate Study. The Consultant will develop a cost model for calculating PIF for Covington that uses the methodology prepared in Task 3. The Consultant will analyze the data from Task 5 and use the data and the cost model to calculate the PIF rates. The Consultant will prepare a rate study that presents the formulas for calculating the PIF. The rate study will describe each variable in each formula, and document the data and/or assumptions used for each variable, and the resulting PIF rates.

7. Ordinance. The City staff and City Attorney will prepare a draft ordinance to adopt the PIF. The Consultant will provide expert review and advice during the City's development of the PIF ordinance.

8. Potential Revenue from PIF and Comparison to Other Washington Cities. The Consultant will estimate a range of revenues that Covington would collect from the proposed PIF rates calculated in Task 6. The Consultant will also prepare a summary of PIF rates in other Washington cities. The Consultant will organize the data in tabular form for easy comparison to the PIF rates proposed for the City of Covington.

9. Staff Review of Draft PIF. The Consultant will meet with City staff to review and discuss the proposed rate study, ordinance, revenue forecast and comparison of rates in other Washington cities. The Consultant will respond to questions and suggestions, and make revisions as appropriate.

10. Review and Adoption of Parks, Recreational Facilities, and Open Space Impact Fee (PIF). The Consultant will attend and participate in meetings to present the rate study, revenue forecasts, rates in other Washington cities, and the PIF ordinance. The Consultant will respond to questions and comments, and assist in the review and adoption of the PIF for the City of Covington. The Consultant will participate in one meeting of the Parks and Recreation Commission, one meeting of the Planning Commission, and two meetings of the City Council.

II. Products / Deliverables

Task	Product
1	Parks CFP. (prepared by City)
2	List of prior capital improvements eligible for reimbursement PIF.
3	Memo describing the methodology.
4	Presentation
5	Data tables summarizing raw data and evaluation.
6	Draft park impact fee rate study.
7	Draft park impact fee ordinance. (prepared by City)
8	Estimated revenue from park impact fee rates.
8	List of park impact fee rates charged by cities in Washington.
9	Final rate study and ordinance for park impact fee.
10	Presentation materials (PowerPoint, handouts, etc.).

III. Schedule

2014 Month:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1. Parks CFP	█											
2. Reimbursable Project Costs			█									
3. Impact Fee Methodology			█									
4. City Council Presentation			█									
4. Research City Data				█								
5. Analysis and Rate Study						█						
6. Draft Ordinance								█				
7. Revenue and Comparison								█				
8. Staff Review									█			
9. Review & Adoption										█		

DECISION CARD
Fiscal Year 2014

Fund Name: <i>Parks</i> Department Name: <i>Parks</i> Division Name:		Project Title: <i>Park Impact Fee Study</i> Net Project Cost: \$69,395
Project Description/Project Justification		
See next page.		
Summary of Project Costs		
Line Item Cost Detail		Analysis of Net Project Costs:
Description of Cost	Amount Required	Project Cost: \$69,395 Less Revenues: Less Charges to other Departments:
<i>Limited-term Park Planner (0.15 FTE)</i>	\$19,395	
<i>Consultant</i>	50,000	Net Project Costs: \$69,395
Total Project Cost		Project Expected Recurring Annual Costs Description of Cost Amount Required 2015 – Park Planner (156 hours) \$9,700 Total Recurring Annual Costs \$9,700

Project Description/Project Justification

The city has not yet been able to achieve its park, trail and facility acquisition and development goals. In order to begin addressing the Council's goal to provide park, trail and facility access for all Covington residents, the city needs an acquisition and development plan of action, and a financial plan to pay for this work. A critical first step is to update the 2006 Parks CIP to clearly articulate how the city can meet its park land and trail miles per capita and facility development goals. Once the capital plan and cost estimate has been updated the city can pursue funding strategies to pay for the capital development. One source of funding is the city's existing but unutilized Park Impact Fee (PIF). The PIF study would identify and eliminate any conflicts between existing city codes, update the impact fee formula based on the updated Parks CIP, and provide a decision package so that the Council can determine which fees to collect, if any, in support of park and facility acquisition and development. In order to perform this work, the city would need the support of a park planner and consultant along with substantial support from existing community development, parks, finance and legal staff. This project is a follow-up to the Parks CIP project funded for 2013 and will take 12 to 18 months, after the CIP project is completed.

In 2002 Covington adopted a Fee-in-Lieu program allowing developers to "opt out" of the requirement to provide land and build essential park infrastructure. The program allows the developer to pay a fee to the city instead, and then the city buys the land and builds the parks needed to serve the new residences. From 2002 through 2008 the city collected approximately \$200,000 in fees, which supported capital development at Crystal View, Friendship, Jenkins Creek, and Jerry Crick parks and the Aquatic Center. From 2008 to date the city collected approximately \$29,000 which supported development of Covington Community Park. During that time developers have built four private neighborhood parks and 16 private tot lots.

In 2006 Covington adopted the "Parks, Recreational Facilities and Open Space Impact Fees" ordinance. However, the fee has not been collected due to the lack of a rate study to support the fee and concern about conflicts with other city codes, particularly the Fee-in-Lieu program.

The Parks Capital Investment Program (CIP) identifies projects, establishes costs, and prioritizes parks, trails and facilities acquisition and development in essentially the same way as the Transportation Improvement Program. The Parks CIP would ideally be updated and adopted annually at the same time as the TIP. The Parks CIP has not been updated since 2006 and is too outdated to support parks capital development planning and fund raising.

The Park Impact Fee study could possibly lead to new revenues that would recoup the cost of the study and also future park, trail and facility acquisition and development costs.

Park Planner hours calculation: Park Impact Fee consultant support, 15% time for 18 months: 312 + 156 = 468 work hours

The BPAC Final Report and the Council Summits in 2013 and 2012 prioritize the following capital projects: Covington Community Park phases two and three, Town Center Park, Jenkins Creek Park, Community Center, expanding the inventory of parks, completing the trail system.

Consent Agenda Item C-5

Covington City Council Meeting

Date: January 14, 2014

SUBJECT: APPOINT MEMBERS TO THE 2014 EXIT INTERVIEW COMMITTEE

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

None

PREPARED BY: Sharon Scott, City Clerk

EXPLANATION:

Each year the City Council appoints a subcommittee of three or fewer Council members to conduct exit interviews of all departing members of council-appointed advisory bodies.

Councilmembers Lanza, Cimaomo and Scott have agreed to serve on this committee.

ALTERNATIVES:

FISCAL IMPACT:

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

**Councilmember _____ moves, Councilmember _____
seconds to appoint Councilmembers Lanza, Scott and Cimaomo to a Council
subcommittee to conduct exit interviews.**

REVIEWED BY: City Manager

Consent Agenda Item C-6

Covington City Council Meeting

Date: January 14, 2014

SUBJECT: CONSIDER MOTION APPOINTING MEMBERS OF COUNCIL'S AUDIT COMMITTEE THROUGH DECEMBER 31, 2015.

ATTACHMENT(S):

1. None.

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:

Ordinance 02-12 (CMC 3.25.070), adopted in January 2012, established a permanent audit committee consisting of 3 Council members to review all of the finances and accounting of the City in cooperation with the City Finance Director. Members of the audit committee are to be designated by motion.

The Council committee as a whole approves all vouchers, including payroll, at the next available Council meeting after the audit committee has reviewed the vouchers.

The purpose tonight is to appoint or re-appoint members to the audit committee. All current audit committee members have expressed a desire to continue into the next term. They are Mark Lanza, Marlla Mhoon and Wayne Snoey.

ALTERNATIVES:

1. A Council audit committee is not required, thus the Council could disband the audit committee.
2. The Council could change the number of members in the committee or the committee designees.

FISCAL IMPACT:

Not Applicable

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

Council member _____ moves, Council member _____ seconds, to pass a motion appointing Councilmembers Lanza, Mhoon, and Snoey to the Council's Audit Committee through December 31, 2015 as required by CMC 3.25.070.

Consent Agenda Item C-7

Covington City Council Meeting

Date: January 14, 2014

SUBJECT: 2014 APPOINTMENTS TO REGIONAL FORUMS:

- South County Area Transportation Board (SCATBd)
- Sound Cities Association's Public Issues Committee (PIC)
- Metropolitan Solid Waste Advisory Committee (MSWAC)
- 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 – 2013 & 2014

Group	Notes	Meeting Information	Number of Positions	2013 Alternate	2013 Member	2014 Alternate	2014 Member
Metropolitan Solid Waste Advisory Committee (MSWAC)	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. Parking & lunch included.	2 nd Friday, 11:15 am – 1:15 pm @ Seattle King Street Center	1 primary & 1 alternate	Jim Scott	Glenn Akramoff/ Don Vondran	Don Vondran	Joe Cimaomo
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	Don Vondran	Wayne Snoey
Sound 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	a)Margaret Harto b) Jeff Wagner	Marlla Mhoon	a)Margaret Harto b)Jeff Wagner	Marlla Mhoon Vice Chair
WRIA 9 Forum	http://www.ecy.wa.gov/apps/watersheds/wriapages/index.html	Varies – See Website for information	1 primary & 1 alternate	Glenn Akramoff/ Don Vondran	Marlla Mhoon Co-Chair	Don Vondran	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	a)Jim Scott b)Joe Cimaomo	Wayne Snoey

Agenda Item 1
Covington City Council Meeting
Date: January 14, 2014

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, Senior Deputy City Clerk

EXPLANATION:

The City received three applications for consideration of two openings on the Parks & Recreation Commission. All applicants live inside the city limits. The Council is scheduled to interview three applicants on January 14, 2014.

Name of Applicant

Resides

Sarah McCaffrey	inside city limits
William Pand (youth) (reapplying to Position No. 1)	inside city limits
Conni Elliott (reapplying to Position No.2)	inside city limits

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 term. 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, 2015 if a youth or January 31, 2017 if an adult.

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Position No. 2 on the Parks & Recreation Commission with a term expiring January 31, 2015 if a youth or January 31, 2017 if an adult.

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

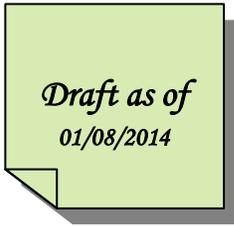
**DISCUSSION OF
FUTURE AGENDA TOPICS:**

**6:00 p.m., Tuesday, January 28, 2014 Special Meeting
Joint Study Session with Planning Commission**

7:00 p.m. Tuesday, January 28, 2014 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 28, 2014 - 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 2014 Work Plan

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

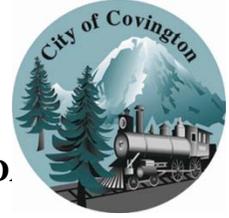
ADJOURN

For disability accommodations call 253-480-2400 at least 24 hours in advance. For TDD relay service call (800) 833-6384 and ask the operator to dial 253-480-2400.

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



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



Tuesday, January 28, 2014
7:00 p.m.

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

Note: A Special Joint Meeting with the Planning Commission is scheduled from 6:00 to 7:00 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Announcement of Volunteer of the Year and Commissioner of the Year (Council)

RECEPTION

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

APPROVE CONSENT AGENDA

- C-1. Minutes: December 10, 2013 Special Joint Study Session with Planning Commission; December 10, 2013 Regular Meeting; and January 14, 2014 Special & Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Execute an Agreement with Reporter Newspapers (Slate)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: January 9 meeting.
- Arts Chair Sandy Bisordi: December 12 regular meeting and January 18 annual retreat.
- Parks & Recreation Chair Steven Pand: December 18 and January 15 meetings.
- Planning Chair Sean Smith: January 2 meeting.
- Economic Development Co-Chair Wagner: December 12 special meeting and January 23 regular meeting.

PUBLIC HEARING

- 1. Receive Testimony from the Public and Consider Hawk Property Subarea Plan and Planned Action EIS (Hart)

NEW BUSINESS - NONE

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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