

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



Tuesday, February 12, 2013
7:00 p.m.

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

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

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

APPROVE CONSENT AGENDA

C-1. Minutes: January 22, 2013 Special and Regular Meetings (Scott)

C-2. Vouchers (Hendrickson)

C-3. Accept TIB Grant for Wax Road/240th Overlay (Akramoff)

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

Any person requiring disability accommodation should contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial 253-480-2400.

Consent Agenda Item C-1

Covington City Council Meeting

Date: February 12, 2013

SUBJECT: APPROVAL OF MINUTES: JANUARY 22, 2013 CITY COUNCIL SPECIAL MEETING AND REGULAR MEETING MINUTES.

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the January 22, 2013 City Council Special Meeting and Regular Meeting Minutes.

**City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, January 22, 2013**

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

INTERVIEWS– 5:30-7:10 P.M.:

The Council conducted interviews for openings on the Covington Parks & Recreation Commission. Applicants interviewed included Laura Morrissey, Kollin Higgins, William Pand, Steven Pand, Troy McIntyre, and Lesley Schlesinger.

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, January 22, 2013, at 7:25 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

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

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

PUBLIC COMMUNICATION:

- King County Councilmember Reagan Dunn gave his annual state of the county presentation.
- Kevin Kiernan of King County Solid Waste Division gave a presentation on solid waste services.
- Mike Heinisch of Kent Youth & Family Services provided an update on the proposed human services sales tax.

PUBLIC COMMENT:

Mayor Harto called for public comments.

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

APPROVE CONSENT AGENDA:

- C-1. Minutes: January 8, 2013 Joint Study Session with the Planning Commission Minutes and January 8, 2013 Regular Meeting Minutes.
- C-2. Vouchers: Vouchers #28766—28838, in the Amount of \$318,593.46, Dated January 9, 2013; and Paylocity Payroll Checks #1000989879-1000989894 and Paylocity Payroll Checks #1000990029-1000990029 Inclusive, Plus Employee Direct Deposits in the Amount of \$151,933.99, Dated January 18, 2013.

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

REPORTS OF COMMISSIONS:

Human Services Commission – Chair Haris Ahmad reported on the January 10 meeting.

Arts Commission – Chair Sandy Bisordi reported on the December and January meetings.

Parks & Recreation Commission – Chair Steven Pand reported on the December and January meetings.

Planning Commission – No report as December and January meetings were canceled.

Economic Development Council – Co-Chair Jeff Wagner reported on the December 13 special meeting.

NEW BUSINESS:

- 1. Consider Appointments to Parks & Recreation Commission.

Council Action: Councilmember Snoey moved and Councilmember Mhoon seconded to appoint Troy McIntyre to fill Position No. 7 on the Parks & Recreation Commission with a term expiring January 31, 2016. Vote: 5-2 (voting yes: Harto, Lanza, Mhoon, Snoey, and Wagner; voting no: Lucavish and Scott). Motion carried.

Council Action: Councilmember Lanza moved and Councilmember Snoey seconded to appoint Laura Morrissey to Position No. 5 on the Parks & Recreation Commission with a term expiring January 31, 2016. Vote: 7-0. Motion carried.

Council Action: Councilmember Wagner moved and Councilmember Snoey seconded to appoint Steven Pand to Position No. 6 on the Parks & Recreation Commission with a term expiring January 31, 2016. Vote: 7-0. Motion carried.

Council Action: Councilmember Scott moved and Councilmember Snoey seconded to appoint William Pand to Position No. 1 on the Parks & Recreation Commission with a term expiring January 31, 2014. Vote: 7-0. Motion carried.

Mayor Harto recognized two outgoing commissioners, Bryan Higgins and Kollin Higgins, for their many years of service to the city.

2. Discuss Preliminary Solid Waste Contract with Republic Services.

Mayor Pro Tem Wagner recused himself from this item and left the Council Chambers.

Public Works Director Glenn Akramoff introduced this item, and Consultant Jeff Brown with Epicenter Services gave the staff presentation.

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

Mr. Akramoff then provided some closing comments.

3. Approve Agreement for Storm Sewer Cleaning.

Public Works Director Glenn Akramoff gave the staff report on this item.

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

Council Action: Councilmember Scott moved and Councilmember Snoey seconded to authorize the City Manager to execute an Agreement for Services with Northwest Cascade, Inc. for Storm Sewer Cleaning. Vote: 7-0. Motion carried.

4. Report from Budget Priorities Advisory Committee.

BPAC Chair Ed Cook gave the staff report on this item.

Councilmembers provided comments and feedback.

5. Provide Staff Direction on King County Solid Waste Interlocal Agreement.

Council Action: There was Council consensus to agree with Option No. 1 regarding the Non-Binding Statement of Interest—that Covington is likely to sign the Amended and Restated Solid Waste Interlocal Agreement.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Council Action: There was Council consensus to change interviews for commissions from 15 minutes to 20 minutes in length for each candidate.

Council Action: Councilmember Lanza moved and Councilmember Scott seconded to extend the meeting by 15 minutes. Vote: 6-1 (voting yes: Harto, Lanza, Lucavish, Mhoon, Scott, and Wagner; voting no: Snoey). Motion carried.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Leroy Stevenson, 26838 116th Place SE, Covington resident, spoke regarding the proposed solid waste agreement, stating that he would not want mandatory garbage services.

Mary Pritchard, 26103 197th Avenue SE, Covington resident, spoke regarding her opinion that the city should stop participating in Covington Days due to the waste of city resources. Mrs. Pritchard also spoke to her appreciation of Councilmember Snoey's comments regarding the possible human services sales tax, indicating her agreement that the city's portion should be 70 percent and county's 30 percent. Mrs. Pritchard expressed her appreciation to staff regarding the quick response in replacing the damaged holiday tree. In addition, Mrs. Pritchard advised Council of her uncertainty on the proposed solid waste agreement and indicated she would make an appointment to discuss it with the Public Works Director.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 10:03 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: February 12, 2013

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #28839—28947 and Voided Voucher #28895, in the Amount of \$266,387.00, Dated January 22, 2013; and Paylocity Payroll Checks #1001020160-1001020172 Inclusive, Plus Employee Direct Deposits in the Amount of \$142,410.50, Dated February 1, 2013.

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 #28839—28947 and Voided Voucher #28895, in the Amount of \$266,387.00, Dated January 22, 2013; and Paylocity Payroll Checks #1001020160-1001020172 Inclusive, Plus Employee Direct Deposits in the Amount of \$142,410.50, Dated February 1, 2013.

January 22, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 28839 Through Check # 28947
And Voided Check # 28895

In the Amount of \$266,387.00

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

Cassandra Parker
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: 1/25/2013 - 7:25 AM



			Check Amount
Check No:	28839	Check Date: 01/22/2013	
Vendor:	2560	Terry Aas	
2560-2013		Refund balance on customer's account at the Aq	34.00
			34.00
Check No:	28840	Check Date: 01/22/2013	
Vendor:	2613	Gayle Ackerson	
2613-2012		Utility tax rebate; electricity	38.67
2613-2012		Utility tax rebate; natural gas	26.29
2613-2012		Utility tax rebate; solid waste	22.47
2613-2012		Utility tax rebate; telephone	36.16
2613-2012		Utility tax rebate; cellular/pager	87.24
			210.83
Check No:	28841	Check Date: 01/22/2013	
Vendor:	2561	Angela Ades	
2561-2013		Refund balance on customer's account at the Aq	90.25
			90.25
Check No:	28842	Check Date: 01/22/2013	
Vendor:	0955	American Red Cross	
10196614		Lifeguarding class; 8/17/12	126.00
10201052		Lifeguarding class; 12/29/12	126.00
10201052		Fundamentals of Instructor class; 11/16/12	6.40
			258.40
Check No:	28843	Check Date: 01/22/2013	
Vendor:	0019	AWC Employee Benefits Trust	
100315L0220130		Medical Insurance Premiums, February	8,814.59
100315L0220130		Medical Insurance Premiums, February	6,371.77
100315L0220130		Medical Insurance Premiums, February	2,150.92
100315L0220130		Medical Insurance Premiums, February	2,093.71
100315L0220130		Medical Insurance Premiums, February	1,304.85
100315L0220130		Medical Insurance Premiums, February	6,178.39
100315L0220130		Medical Insurance Premiums, February	1,536.90
100315L0220130		Medical Insurance Premiums, February	2,159.12
100315L0220130		Medical Insurance Premiums, February	721.44
100315L0220130		Medical Insurance Premiums, February	838.16
100315L0220130		Medical Insurance Premiums, February	5,066.89
100315L0220130		Medical Insurance Premiums, February	8,862.81
			46,099.55
Check No:	28844	Check Date: 01/22/2013	
Vendor:	2562	Chase Baker	
2562-2013		Refund balance on customer's account at the Aq	7.25
			7.25

Check No:	28845	Check Date:	01/22/2013	
Vendor:	2563	Colton Baker		
2563-2013		Refund balance on customer's account at the Aqu		7.25
				<hr/>
				7.25
Check No:	28846	Check Date:	01/22/2013	
Vendor:	2564	Michelle Banakes		
2564-2013		Refund balance on customer's account at the Aqu		8.75
				<hr/>
				8.75
Check No:	28847	Check Date:	01/22/2013	
Vendor:	2565	Moriah Boggs		
2565-2013		Refund balance on customer's account at the Aqu		7.25
				<hr/>
				7.25
Check No:	28848	Check Date:	01/22/2013	
Vendor:	2566	Andraea Brenesky		
2566-2013		Refund balance on customer's account at the Aqu		8.75
				<hr/>
				8.75
Check No:	28849	Check Date:	01/22/2013	
Vendor:	1868	The Brickman Group Ltd, LLC		
442400		Streets; landscaping, January		4,114.10
442400		Parks; landscaping, January		1,420.63
				<hr/>
				5,534.73
Check No:	28850	Check Date:	01/22/2013	
Vendor:	2567	Jennifer Buck		
2567-2013		Refund balance on customer's account at the Aqu		8.75
				<hr/>
				8.75
Check No:	28851	Check Date:	01/22/2013	
Vendor:	1767	Brian Bykonen		
1767-4		Reissue Bykonen; WABO training, parking		6.00
				<hr/>
				6.00
Check No:	28852	Check Date:	01/22/2013	
Vendor:	2366	CenturyLink Business Services		
1243653014		Aquatics; internet/loop services, December		475.00
				<hr/>
				475.00
Check No:	28853	Check Date:	01/22/2013	
Vendor:	1178	Child Care Resources		
1178-4Qtr		Human services; 4th Quarter 2012		882.00
1178-4Qtr		Human services; joint funding, 4th Quarter 2012		5,917.75
				<hr/>
				6,799.75
Check No:	28854	Check Date:	01/22/2013	
Vendor:	1960	Gregg Christenson		
1960-1		Christenson; Green buildings certification test		180.00
1960-1-1		Christenson; jury duty mileage reimbursement		49.95
				<hr/>
				229.95
Check No:	28855	Check Date:	01/22/2013	
Vendor:	2573	Rebecca Chu		
2573-2013		Refund balance on customer's account at the Aqu		6.00

			Check Amount
			6.00
Check No:	28856	Check Date: 01/22/2013	
Vendor:	0366	City of Covington	
0366-1		SWM utility tax; December 2012	2,941.71
			2,941.71
Check No:	28857	Check Date: 01/22/2013	
Vendor:	0219	City of Maple Valley	
0219-1		Recreation Activity Guide; annual advertising	1,605.00
			1,605.00
Check No:	28858	Check Date: 01/22/2013	
Vendor:	0391	City of Renton	
32390		Human services; 2013	7,181.00
			7,181.00
Check No:	28859	Check Date: 01/22/2013	
Vendor:	1699	Communities in Schools of Kent	
1699-4Qtr		Human services; 4th Quarter 2012	1,125.00
			1,125.00
Check No:	28860	Check Date: 01/22/2013	
Vendor:	1091	Complete Office Solutions	
892971-0		Patterson; desk chair	432.23
894045-0		Bates; desk chair	253.20
894045-0		Bates; desk chair	253.20
903337-0		Office supplies	322.75
			1,261.38
Check No:	28861	Check Date: 01/22/2013	
Vendor:	0706	Covington Retail Associates	
3941		1st floor; building lease, February	25,089.75
3941		1st floor; operating expenses, February	9,435.61
3942		2nd floor; building lease, February	3,200.83
3942		2nd floor; operating expenses, February	1,456.53
			39,182.72
Check No:	28862	Check Date: 01/22/2013	
Vendor:	0771	David Evans & Associates, Inc.	
327351		Integrated traffic impact; 12/2-12/29/12	3,314.16
			3,314.16
Check No:	28863	Check Date: 01/22/2013	
Vendor:	0780	DAWN	
0780-4Qtr		Human services; 4th Quarter 2012	2,000.00
0780-4Qtr		Human services; joint funding; 4th Quarter 2012	10,400.00
			12,400.00
Check No:	28864	Check Date: 01/22/2013	
Vendor:	1983	De Lage Landen Financial Svcs	
16712400		Copier lease; 1/15-2/14/13	120.08
			120.08
Check No:	28865	Check Date: 01/22/2013	
Vendor:	2574	Grace Denison	
2574-2013		Refund balance on customer's account at the Aqu	61.25

			61.25
Check No:	28866	Check Date: 01/22/2013	
Vendor:	0072	Dept of Labor & Industries	
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	157.33
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	570.14
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	314.48
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	179.81
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	120.94
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	436.19
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	1,243.49
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	1,467.60
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	504.85
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	3,847.10
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	420.71
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	2,758.03
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	14.96
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	448.75
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	190.72
939296-00-4Qtr		Industrial insurance; 4th Quarter 2012	76.66
			12,751.76
Check No:	28867	Check Date: 01/22/2013	
Vendor:	1981	Design Air, Ltd.	
10913		Aquatics; boiler service and maintenance	1,870.09
			1,870.09
Check No:	28868	Check Date: 01/22/2013	
Vendor:	2575	Kris Desimone	
2575-2013		Refund balance on customer's account at the Aq	70.00
			70.00
Check No:	28869	Check Date: 01/22/2013	
Vendor:	2577	Michelle Doyea	
2577-2013		Refund balance on customer's account at the Aq	8.75
			8.75
Check No:	28870	Check Date: 01/22/2013	
Vendor:	2578	Louis Ekler	
2578-2013		Refund balance on customer's account at the Aq	35.00
			35.00
Check No:	28871	Check Date: 01/22/2013	
Vendor:	0361	Employment Security Department	
013167-000-4Qtr		Unemployment Coimpensation; 4th Quarter 2012	3,083.60
			3,083.60
Check No:	28872	Check Date: 01/22/2013	
Vendor:	1996	Facility Maintenance Contractors	
SALES1465 130115		Maint shop; janitorial service	105.60
SALES1465 130115		Maint shop; janitorial service	52.80
SALES1465 130115		Maint shop; janitorial service	105.60
			264.00
Check No:	28873	Check Date: 01/22/2013	
Vendor:	2579	Tamra Fewkes	
2579-2013		Refund balance on customer's account at the Aq	8.75

Check No:	28874	Check Date:	01/22/2013	8.75
Vendor:	2580	Bonnie Foote		
2580-2013		Refund balance on customer's account at the Aq		35.00
				35.00
Check No:	28875	Check Date:	01/22/2013	
Vendor:	2581	James Fraser		
2581-2013		Refund balance on customer's account at the Aq		63.00
				63.00
Check No:	28876	Check Date:	01/22/2013	
Vendor:	2582	Amy Granger		
2582-2013		Refund balance on customer's account at the Aq		8.75
				8.75
Check No:	28877	Check Date:	01/22/2013	
Vendor:	0302	Gray & Osborne		
10445.00-23		CIP 1026; Aqua Vista, 12/9-12/31/12		1,916.02
12559.00-3		156th/160th Ave Federal Classification; 12/9-12/		367.08
				2,283.10
Check No:	28878	Check Date:	01/22/2013	
Vendor:	2576	Lindsey Hanger		
2576-2013		Refund balance on customer's account at the Aq		92.00
				92.00
Check No:	28879	Check Date:	01/22/2013	
Vendor:	2527	Harkness Construction, LLC		
16		Minor housing repair; #RICH-01-12		1,423.93
				1,423.93
Check No:	28880	Check Date:	01/22/2013	
Vendor:	2583	Irene Harty		
2583-2013		Refund balance on customer's account at the Aq		8.75
				8.75
Check No:	28881	Check Date:	01/22/2013	
Vendor:	1658	Hertz Equipment Rental Corp.		
26636030-001		Equipment rental move		104.26
				104.26
Check No:	28882	Check Date:	01/22/2013	
Vendor:	0923	Hewlett-Packard Company		
52265256		5 - replacement computers		5,230.18
				5,230.18
Check No:	28883	Check Date:	01/22/2013	
Vendor:	2584	Sue Hobbs		
2584-2013		Refund balance on customer's account at the Aq		6.00
				6.00
Check No:	28884	Check Date:	01/22/2013	
Vendor:	2585	Chris Holland		
2585-2013		Refund balance on customer's account at the Aq		17.50

Check No:	28885	Check Date:	01/22/2013	17.50
Vendor:	1722	Honey Bucket		
1-598097		Skate park; portable toilet rental, 1/5-2/4/13		204.75
				204.75
Check No:	28886	Check Date:	01/22/2013	
Vendor:	1342	Integra Telecom		
10486139		Maint shop; telephone, 1/8-2/7/13		87.00
10486139		Aquatics; telephone, 1/8-2/7/13		88.53
10486139		City hall; telephone, 1/8-2/7/13		1,185.51
10486139		Maint shop; telephone, 1/8-2/7/13		174.02
10486139		Maint shop; telephone, 1/8-2/7/13		174.02
				1,709.08
Check No:	28887	Check Date:	01/22/2013	
Vendor:	0603	International Code Council		
INV0230644		ICC books		822.11
				822.11
Check No:	28888	Check Date:	01/22/2013	
Vendor:	2586	Kristin Kane		
2586-2013		Refund balance on customer's account at the Aq		8.75
				8.75
Check No:	28889	Check Date:	01/22/2013	
Vendor:	0533	KC Sexual Assault Resource Ctr		
0533-4Qtr		Human services; 4th Quarter 2012		1,180.50
0533-4Qtr		Human services; joint funding, 4th Quarter 2012		20,551.25
				21,731.75
Check No:	28890	Check Date:	01/22/2013	
Vendor:	0271	Kent Youth & Family Services		
0271-4Qtr-1		Human services; Head Start and ECEAP, 4th Qu		625.00
0271-4Qtr-2		Human services; Clinical Services, 4th Quarter		2,500.00
				3,125.00
Check No:	28891	Check Date:	01/22/2013	
Vendor:	2587	Shawn Kilgallon		
2587-2013		Refund balance on customer's account at the Aq		8.75
				8.75
Check No:	28892	Check Date:	01/22/2013	
Vendor:	2588	Luisa Kim		
2588-2013		Refund balance on customer's account at the Aq		11.00
				11.00
Check No:	28893	Check Date:	01/22/2013	
Vendor:	2589	Robert Kim		
2589-2013		Refund balance on customer's account at the Aq		35.00
				35.00
Check No:	28894	Check Date:	01/22/2013	
Vendor:	0143	King County Finance		
14142-14147		Street services; December 2012		843.94
14223-14229		Street services; December 2012		9,184.75

		Check Amount
SWD-722009256	Christmas tree disposal	70.70
		<hr/> 10,099.39
Check No:	28896 Check Date: 01/22/2013	
Vendor:	2591 Crescent Lauckner	
2591-2013	Refund balance on customer's account at the Aq	3.25
		<hr/> 3.25
Check No:	28897 Check Date: 01/22/2013	
Vendor:	2592 Loursa Lawton	
2592-2013	Refund balance on customer's account at the Aq	33.50
		<hr/> 33.50
Check No:	28898 Check Date: 01/22/2013	
Vendor:	2614 Legacy Group	
7384	City hall; carpet	39,437.30
7384	City hall; carpet, retainage	-1,971.86
		<hr/> 37,465.44
Check No:	28899 Check Date: 01/22/2013	
Vendor:	0400 Les Schwab	
38600068743	#3390; upgraded batteries	83.01
		<hr/> 83.01
Check No:	28900 Check Date: 01/22/2013	
Vendor:	2593 Laura Livingston	
2593-2013	Refund balance on customer's account at the Aq	22.80
		<hr/> 22.80
Check No:	28901 Check Date: 01/22/2013	
Vendor:	1878 MacLeod Reckord	
6644	CIP 1010; engineering, 12/1-12/31/12	3,252.00
		<hr/> 3,252.00
Check No:	28902 Check Date: 01/22/2013	
Vendor:	2367 Magnum Print Solutions	
109308	Toner	158.39
		<hr/> 158.39
Check No:	28903 Check Date: 01/22/2013	
Vendor:	2523 Maple Valley Truck & Equipment	
4605	#3390; repairs	363.60
		<hr/> 363.60
Check No:	28904 Check Date: 01/22/2013	
Vendor:	2594 David McClure	
2594-2013	Refund balance on customer's account at the Aq	8.75
		<hr/> 8.75
Check No:	28905 Check Date: 01/22/2013	
Vendor:	2030 John Meier	
2030-2012	Utlity tax rebate; electricity	43.98
2030-2012	Utlity tax rebate; natural gas	24.90
2030-2012	Utlity tax rebate; solid waste	16.43
2030-2012	Utlity tax rebate; telephone	7.58
2030-2012	Utlity tax rebate; cellular/pager	35.75

			Check Amount
			128.64
Check No:	28906	Check Date: 01/22/2013	
Vendor:	2029	John & Lisa Merritt	
2029-2012		Utility tax rebate; electricity	47.49
2029-2012		Utility tax rebate; natural gas	42.45
2029-2012		Utility tax rebate; solid waste	10.08
2029-2012		Utility tax rebate; cable	15.21
2029-2012		Utility tax rebate; telephone	5.92
			121.15
Check No:	28907	Check Date: 01/22/2013	
Vendor:	2595	Deidre Moates	
2595-2013		Refund balance on customer's account at the Aq	7.25
			7.25
Check No:	28908	Check Date: 01/22/2013	
Vendor:	1901	Modern Building Systems, Inc.	
0052094		Maint shop; building lease, 2/1-3/1/13	569.06
0052094		Maint shop; building lease, 2/1-3/1/13	284.54
0052094		Maint shop; building lease, 2/1-3/1/13	569.06
			1,422.66
Check No:	28909	Check Date: 01/22/2013	
Vendor:	2596	Tasi Muasau	
2596-2013		Refund balance on customer's account at the Aq	17.50
			17.50
Check No:	28910	Check Date: 01/22/2013	
Vendor:	2597	Kim Myers	
2597-2013		Refund balance on customer's account at the Aq	11.25
			11.25
Check No:	28911	Check Date: 01/22/2013	
Vendor:	2598	Dallas Nagy	
2598-2013		Refund balance on customer's account at the Aq	20.00
			20.00
Check No:	28912	Check Date: 01/22/2013	
Vendor:	1487	NAPA Auto Parts	
653259		#3390; lock open	11.50
653264		#3307; wiper blades	43.42
653856		#2900; wiper blades	43.42
653857		#2900; prestone	3.14
654103		#3390; return lock open	-11.50
654472		#3307; daytime running lamp	31.48
654720		#3252; tape	20.49
			141.95
Check No:	28913	Check Date: 01/22/2013	
Vendor:	2545	Norstar Industries, Inc.	
48983		#2675; plow marker sets	75.31
48983		#2746; plow marker sets	75.30
			150.61
Check No:	28914	Check Date: 01/22/2013	
Vendor:	2599	Mary Ortiz	

2599-2013	Refund balance on customer's account at the Aq	6.00
		6.00
Check No:	28915 Check Date: 01/22/2013	
Vendor:	2600 Brynn Osborn	
2600-2013	Refund balance on customer's account at the Aq	7.25
		7.25
Check No:	28916 Check Date: 01/22/2013	
Vendor:	1407 Parametrix, Inc.	
14-79602	Plan review services; 11/25-12/29/12	2,231.59
		2,231.59
Check No:	28917 Check Date: 01/22/2013	
Vendor:	0056 Cassandra Parker	
13-02	Parker; 2013 flexible spending	145.00
		145.00
Check No:	28918 Check Date: 01/22/2013	
Vendor:	2233 Pediatric Interim Care Center	
2233-2Qtr	Human services; 2nd Quarter 2012	250.00
2233-4Qtr	Human services; 4th Quarter 2012	250.00
		500.00
Check No:	28919 Check Date: 01/22/2013	
Vendor:	2601 Jennifer Poplawski	
2601	Refund balance on customer's account at the Aq	6.00
		6.00
Check No:	28920 Check Date: 01/22/2013	
Vendor:	0161 Puget Sound Energy	
004753237-1	Streets; electricity, 12/1-12/31/12	99.26
1777131457-1	Streets; electricity, 12/1-12/31/12	110.08
4077636381-1	Streets; electricity, 12/5-12/31/12	81.67
4077636381-1	Streets; electricity, 1/1-1/3/13	9.10
4077638500-1	Skate park; electricity, 12/6-12/31/12	11.39
4077639500-1	Skate park; electricity, 1/1-1/4/13	1.75
4513241002-1	Crystal view; electricity, 12/1-12/31/12	10.30
4513241002-1	SR 516; electricity, 1/1-1/3/13	20.11
4513241002-1	SR 516; electricity, 12/5-12/31/12	180.57
5282721009-1	Aquatics; electricity, 12/1-12/31/12	2,300.05
5282721009-1	Aquatics; natural gas, 12/1-12/31/12	3,476.33
70428905381	Streets; electricity, 12/5-12/31/12	68.19
7042890538-1	Streets; electricity, 1/1-1/3/13	7.59
7042894027-1	Streets; electricity, 12/5-12/31/12	24.93
7042894027-1	City tree; electricity, 12/5-12/31/12	9.27
7042894027-1	Streets; electricity, 1/1-1/3/13	2.77
7042894027-1	City tree; electricity, 1/1-1/3/13	1.03
7042894886-1	Streets; electricity, 12/6-12/31/12	58.67
7042894886-1	Signal; electricity, 1/1-1/4/13	9.04
7042895297-1	Streets; electricity, 12/6-12/31/12	8.92
7042895297-1	Streets; electricity, 1/1-1/4/13	1.38
7042897053-1	Streets; electricity, 12/1-12/31/12	7,894.05
7042897053-1	Signal; electricity, 1/1-1/3/13	8.18
7042898077-1	Streets; electricity, 12/5-12/31/12	81.58
7042898077-1	SR 516; electricity, 1/1-1/3/13	9.09
7042898374-1	Streets; electricity, 12/6-12/31/12	65.93
7042898374-1	Signal; electricity, 1/1-1/4/13	10.16

7042899661-1	Streets; electricity, 12/5-12/31/12	99.54
7042899661-1	Streets; electricity, 1/1-1/3/13	3.90
7992657390-1	CCP; electricity, 11/30-12/31/12	58.46
8732768927-1	Maint shop; electricity, 12/1-12/31/12	46.36
8732768927-1	Maint shop; electricity, 12/1-12/31/12	92.72
8732768927-1	Maint shop; electricity, 12/1-12/31/12	92.72
		<hr/>
		14,955.09
Check No:	28921 Check Date: 01/22/2013	
Vendor:	2602 Huong Quach	
2602-2013	Refund balance on customer's account at the Aq	48.50
		<hr/>
		48.50
Check No:	28922 Check Date: 01/22/2013	
Vendor:	1197 Rainier Wood Recyclers	
00045201	Brush/stumps; disposal fees	112.50
		<hr/>
		112.50
Check No:	28923 Check Date: 01/22/2013	
Vendor:	1576 Liane Rizzo	
1576-2013	Refund balance on customer's account at the Aq	33.00
		<hr/>
		33.00
Check No:	28924 Check Date: 01/22/2013	
Vendor:	2603 Eva Ronnqvist	
2603	Refund balance on customer's account at the Aq	8.75
		<hr/>
		8.75
Check No:	28925 Check Date: 01/22/2013	
Vendor:	2604 Jessica Sarchette	
2604-2013	Refund balance on customer's account at the Aq	14.50
		<hr/>
		14.50
Check No:	28926 Check Date: 01/22/2013	
Vendor:	2605 Brandi Savage	
2605	Refund balance on customer's account at the Aq	5.40
		<hr/>
		5.40
Check No:	28927 Check Date: 01/22/2013	
Vendor:	0632 Wayne Snoey	
0632-1	Snoey; Regional Freight Mobility meeting, mile	41.19
		<hr/>
		41.19
Check No:	28928 Check Date: 01/22/2013	
Vendor:	2606 Terasa Son	
2606-2013	Refund balance on customer's account at the Aq	181.00
		<hr/>
		181.00
Check No:	28929 Check Date: 01/22/2013	
Vendor:	2248 Sound Mental Health	
2248-4Qtr	Human services; 4th Quarter 2012	250.00
		<hr/>
		250.00
Check No:	28930 Check Date: 01/22/2013	
Vendor:	2469 South King Council of HS	
2469-2012	Human services; 2012	2,000.00

			2,000.00
Check No:	28931	Check Date: 01/22/2013	
Vendor:	0070	State Treasurer	
0070-1		State building permits payable remittance; July-I	639.00
			639.00
Check No:	28932	Check Date: 01/22/2013	
Vendor:	2607	Brad Stewart	
2607-2013		Refund balance on customer's account at the Aqu	7.25
			7.25
Check No:	28933	Check Date: 01/22/2013	
Vendor:	2608	Chelsi Taylor	
2608-2013		Refund balance on customer's account at the Aqu	17.50
			17.50
Check No:	28934	Check Date: 01/22/2013	
Vendor:	2515	Terra Firma Consulting	
13-01		Urban Forestry Statagic Plan through 12/31/12	1,200.00
13-01		Urban Forestry Statagic Plan; January	1,600.00
			2,800.00
Check No:	28935	Check Date: 01/22/2013	
Vendor:	0291	University of Washington	
4077		Hendrickson; PCFO forum	100.00
			100.00
Check No:	28936	Check Date: 01/22/2013	
Vendor:	2103	US Bancorp Equip Finance Inc.	
219744687		Copier lease	101.89
220215008		Copier lease; 1/1-1/30/13	81.28
220215008		Copier lease; 1/1-1/30/13	121.92
220215008		Copier lease; 12/30-12/31/12, origination/filing 1	52.18
220215008		Copier lease; 12/30-12/31/12, origination/filing 1	78.28
			435.55
Check No:	28937	Check Date: 01/22/2013	
Vendor:	1917	US Bank National Association	
386000046		Investment service charges; 4th Quarter 2012	23.22
386000046		Investment service charges; 4th Quarter 2012	61.68
386000046		Investment service charges; 4th Quarter 2012	19.89
386000046		Investment service charges; 4th Quarter 2012	9.21
			114.00
Check No:	28938	Check Date: 01/22/2013	
Vendor:	0819	Don Vondran	
13-03		Vondran; 2013 flexible spending	350.00
			350.00
Check No:	28939	Check Date: 01/22/2013	
Vendor:	2609	Kristin Wan	
2609-2013		Refund balance on customer's account at the Aqu	8.75
			8.75
Check No:	28940	Check Date: 01/22/2013	
Vendor:	1408	Washington Workwear Stores Inc.	

8115	Junkin; work shirts	15.42
8115	Junkin; work shirts	30.85
8115	Junkin; work shirts	30.84
8116	Fealy; work shirt, sweatshirt, cap	45.17
8116	Fealy; work shirt, sweatshirt, cap	45.18
8116	Fealy; work shirt, sweatshirt, cap	22.59
8117	Seasonal workers; work shirts, caps	73.63
8117	Seasonal workers; work shirts, caps	147.26
8117	Seasonal workers; work shirts, caps	147.26
929	Gaudette; work boots	71.93
929	Gaudette; work boots	71.92
929	Gaudette; work boots	35.96
935	Parrish; work boots	166.15
943	Gaudette; dungaree	9.77
943	Gaudette; dungaree	19.54
943	Gaudette; dungaree	19.55
944	Fealy; dungarees, jean	56.46
944	Fealy; dungarees, jean	56.46
944	Fealy; dungarees, jean	28.23

1,094.17

Check No: 28941 Check Date: 01/22/2013
 Vendor: 2610 Bruce Weaver
 2610-2013 Refund balance on customer's account at the Aqu

13.50

13.50

Check No: 28942 Check Date: 01/22/2013
 Vendor: 0368 WMTA
 9373 WMTA; 2013 membership dues

40.00

40.00

Check No: 28943 Check Date: 01/22/2013
 Vendor: 2611 Kathy Wood
 2611-2013 Refund balance on customer's account at the Aqu

140.00

140.00

Check No: 28944 Check Date: 01/22/2013
 Vendor: 2612 Porcia Woodard
 2612-2013 Refund balance on customer's account at the Aqu

8.75

8.75

Check No: 28945 Check Date: 01/22/2013
 Vendor: 0781 YWCA of Seattle & King County
 0781-4Qtr Human services; DV services, 4th Quarter 2012
 0781-4Qtr-1 Human services; Emergency Housing, 4th Quart

1,664.00

835.50

2,499.50

Check No: 28946 Check Date: 01/22/2013
 Vendor: 1894 Diana Ziolkowski
 1894-1 Facility monitoring; 1/14
 1894-1-1 Facility maintenance; 1/14

36.00

12.00

48.00

Check No: 28947 Check Date: 01/22/2013
 Vendor: 2590 Kelly Knutson
 2590-2013 Refund balance on customer's account at the Aqu

8.75

Date Totals:

8.75

266,387.00

Report Total:

266,387.00

February 1, 2013

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 02/01/13 consisting of:

PAYLOCITY CHECK # 1001020160 through PAYLOCITY CHECK # 1001020172 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$142,410.50

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

Robert M. Hendrickson
Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

02/01/12 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104398	Regular	2/1/2013	Bates, Krista	121.91
104399	Regular	2/1/2013	Kirshenbaum, Kathleen	982.64
104400	Regular	2/1/2013	Lyon, Valerie	1,491.43
104401	Regular	2/1/2013	Matheson, Derek M	4,505.61
104402	Regular	2/1/2013	Mhoon, Darren S	1,350.39
104403	Regular	2/1/2013	Michaud, Joan M	1,859.54
104404	Regular	2/1/2013	Scott, Sharon G	2,465.06
104405	Regular	2/1/2013	Slate, Karla J	2,395.37
104406	Regular	2/1/2013	Hart, Richard	3,529.65
104407	Regular	2/1/2013	Cles, Staci M	1,766.42
104408	Regular	2/1/2013	Hagen, Lindsay K	1,425.43
104409	Regular	2/1/2013	Hendrickson, Robert	3,647.90
104410	Regular	2/1/2013	Parker, Cassandra	2,406.24
104411	Regular	2/1/2013	Allen, Joshua C	707.57
104412	Regular	2/1/2013	Dalton, Jesse J	1,915.82
104413	Regular	2/1/2013	Fealy, William J	1,727.06
104414	Regular	2/1/2013	Gaudette, John J	2,025.71
104415	Regular	2/1/2013	Junkin, Ross D	2,773.93
104416	Regular	2/1/2013	Wesley, Daniel A	2,091.14
104417	Regular	2/1/2013	Bykonen, Brian D	2,964.00
104418	Regular	2/1/2013	Christenson, Gregg R	2,703.01
104419	Regular	2/1/2013	Lyons, Salina K	2,104.44
104420	Regular	2/1/2013	Meyers, Robert L	3,194.82
104421	Regular	2/1/2013	Ogren, Nelson W	2,650.65
104422	Regular	2/1/2013	Thompson, Kelly	2,032.78
104423	Regular	2/1/2013	Morrissey, Mayson	2,683.49
104424	Regular	2/1/2013	Bahl, Rachel A	1,631.35
104425	Regular	2/1/2013	Martinsons, Jaquelyn	120.82
104426	Regular	2/1/2013	Newton, Ethan A	2,135.72
104427	Regular	2/1/2013	Patterson, Clifford	2,418.70
104428	Regular	2/1/2013	Thomas, Scott R	3,422.09
104429	Regular	2/1/2013	Akramoff, Glenn A	3,469.14
104430	Regular	2/1/2013	Bates, Shellie L	1,931.74
104431	Regular	2/1/2013	Buck, Shawn M	1,513.97
104432	Regular	2/1/2013	French, Fred	552.95
104433	Regular	2/1/2013	Parrish, Benjamin A	1,785.70
104434	Regular	2/1/2013	Vondran, Donald M	3,460.53
104435	Regular	2/1/2013	Andrews, Kaitlyn E	146.67
104436	Regular	2/1/2013	Blakely, Coleman P.	54.94
104437	Regular	2/1/2013	Campbell, Noel M	5.67
104438	Regular	2/1/2013	Carrillo, Anthony G	5.50
104439	Regular	2/1/2013	Carter, Megan L	258.41
104440	Regular	2/1/2013	Cox, Melissa	860.55
104441	Regular	2/1/2013	Felcyn, Adam	87.52
104442	Regular	2/1/2013	Foxworthy, Rebecca	79.59
104443	Regular	2/1/2013	Halbert, Mitchell S	2.83
104444	Regular	2/1/2013	Houghton, Cassandra L	234.13
104445	Regular	2/1/2013	Kiselyov, Tatyana	480.21
104446	Regular	2/1/2013	Loeppky, Janna	339.69
104447	Regular	2/1/2013	MacConaghy, Hailey	547.54
104448	Regular	2/1/2013	Mooney, Lynell	295.33
104449	Regular	2/1/2013	Praggastis, Alexander	273.64
104450	Regular	2/1/2013	Reese, Rachel E	238.66
104451	Regular	2/1/2013	Tomalik, Stefan A	57.69
104452	Regular	2/1/2013	Tran, Jenifer	113.34
104453	Regular	2/1/2013	vonKochowski, Kayla M	87.86

104454 Regular	2/1/2013	Wardrip, Spencer A	294.75
104455 Regular	2/1/2013	Williams, Lauren C	67.55
104456 Regular	2/1/2013	Beaufriere, Noreen	2,733.78
104457 Regular	2/1/2013	Throm, Victoria J	1,922.53
1001020160 Regular	2/1/2013	Newell, Nancy J	227.18
1001020161 Regular	2/1/2013	Baughan, Jayson H.	113.19
1001020162 Regular	2/1/2013	Bell, Colin Q	119.69
1001020163 Regular	2/1/2013	Bowen, Joshua W	129.49
1001020164 Regular	2/1/2013	Carkeek, Lena	586.20
1001020165 Regular	2/1/2013	Cox, Cory R	57.69
1001020166 Regular	2/1/2013	Johansen, Andrea	295.33
1001020167 Regular	2/1/2013	Mayes, Annika L	2.76
1001020168 Regular	2/1/2013	Miller, Amanda J	219.08
1001020169 Regular	2/1/2013	Panzer, Erika	380.76
1001020170 Regular	2/1/2013	Praggastis, Elena C	19.24
1001020171 Regular	2/1/2013	Vieira, Logan G	174.74
Totals for Payroll Checks	72 Items		91,478.45

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104458	AGENCY	2/1/2013	ICMA Retirement Trust	14,594.39
104459	AGENCY	2/1/2013	Vantagepoint Transfer Agent-	368.37
104460	AGENCY	2/1/2013	City of Covington	2,865.63
104461	AGENCY	2/1/2013	Paylocity Corporation	125.00
104462	AGENCY	2/1/2013	City of Covington Employee	76.00
104463	AGENCY	2/1/2013	ICMA Retirement Trust	12,634.99
104464	AGENCY	2/1/2013	ICMA Retirement Trust	1,617.79
104465	AGENCY	2/1/2013	ICMA Retirement Trust	192.00
104466	AGENCY	2/1/2013	HRA VEBA Trust Contributions	1,054.00
1001020172	AGENCY	2/1/2013	WASH CHILD SUPPORT	110.41
Totals for Third Party Checks	10 Items			33,638.58

Tax Liabilities	17,107.97
Paylocity Fees	185.50

Grand Total	<u><u>\$ 142,410.50</u></u>
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Consent Agenda Item C-3

Covington City Council Meeting

Date: February 12, 2013

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE TWO GRANT AGREEMENTS WITH THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Arterial Preservation Project Multiple Locations TIB # 3-P-204 (001)
2. Arterial Preservation Project Multiple Locations TIB # 3-P-204 (002)

PREPARED BY: Dan Wesley, Construction Inspector/Public Works

EXPLANATION:

On August 24, 2012 the Public Works Department submitted an application to the Washington State Transportation Improvement Board for a grant to preserve arterials in two locations:

- 1) SE 240th Street between 180th Avenue SE and 196th Avenue SE
- 2) SE Wax Road between 193rd Avenue SE and 196th Avenue SE

The Arterial Preservation Grant Program provides grant funds to eligible applicants for the purpose of preserving roads. The city intends to overlay the two previously mentioned roads with new asphalt. Overlaying the roads prevents them from deteriorating to the point where they would need to be completely replaced.

On November 16, 2012 we were informed that we received the two grants listed above. In an effort to minimize costs, the city plans to participate in King County's 2013 Overlay program. Once the grant agreements are approved we may move forward with the process.

ALTERNATIVES:

Not to enter into the Arterial Preservation Project and find other funds to overlay the subject projects or choose to not overlay the projects at this time and risk the roadways deteriorating beyond the need of just an overlay.

FISCAL IMPACT:

The total grant amount is 1) \$289,697 (SE 240th Street), 2) \$112,643 (SE Wax Road) for a total of \$402,340. The City's portion, 1) \$51,123; 2) \$19,879 for a total of \$71,002 will be expended out of the 821 Fund (CIP 1028 – Overlay) which currently has a balance of \$44,000 and the remainder will come out of the CIP Reserve Fund Balance.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute two grant agreements with the Washington State Transportation Improvement Board.

REVIEWED BY: City Manager, City Attorney, Finance Director



City of Covington
3-P-204(001)-1
FY 2014 Arterial Preservation Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Covington
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2014 Arterial Preservation Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Covington, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$289,697 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
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amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

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This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

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- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
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- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



City of Covington
3-P-204(002)-1
FY 2014 Arterial Preservation Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Covington
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2014 Arterial Preservation Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Covington, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$112,643 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

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Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

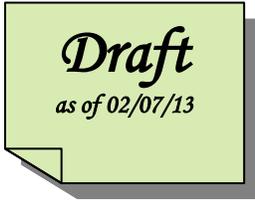
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**DISCUSSION OF
FUTURE AGENDA TOPICS:**

February 12, 2013 – City Council Regular Meeting

(Draft Agenda Attached)



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



Tuesday, February 26, 2013
7:00 p.m.

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Youth Art Month Proclamation – March 2013 (Art Commission Chair)

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

APPROVE CONSENT AGENDA

- C-1. Minutes: February 12, 2013 Study Session Minutes and February 12, 2013 Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Memo of Understanding for Joint Human Services and Funding Program (Beaufre)
- C-4. Resolution Adopting a Vision, Mission, and Goals Statement (Matheson)
- C-5. Accept Carpet Replacement Project (Scott)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: February 13 Off-Site Visit.
- Arts Chair Sandy Bisordi: February 14 meeting.
- Parks & Recreation Chair Steven Pand: February 20 meeting.
- Planning Chair Daniel Key: February 7 and February 21 meetings.
- Economic Development Council Co-Chair Jeff Wagner: January 24 meeting.

CONTINUED BUSINESS

- 1. Continue Discussion and Consider Solid Waste Contract with Republic Services (Akramoff)

NEW BUSINESS

- 2. Accept Engineering Contract for Project Design (Akramoff)
- 3. Approve City Manager Merit Goals for 2013 (Matheson)
- 4. Covington Days Options (Slate)
- 5. Ballot Measure Rules (Springer)

6. Inspections 101 (Hart/Meyers)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

Any person requiring disability accommodation should contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial 253-480-2400.