



**CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA**

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**Tuesday, March 24, 2015
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

- WRIA 9: Continuing Watershed-Based Restoration and Salmon Recovery with Covington (Doug Osterman, Watershed coordinator)
- International Student Exchange Day (Kentlake & Kentwood High Schools)

RECEPTION TO WELCOME EXCHANGE STUDENTS AND TEACHERS

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: March 10, 2015 Special & Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)

REPORTS OF COMMISSIONS

- Human Services Chair Fran McGregor: February 12 and March 12 meetings
- Parks & Recreation Chair Laura Morrissey: March 18 meeting
- Arts Chair Lesli Cohan: March 12 meeting
- Planning Chair Bill Judd: March 5 meeting; March 19 meeting canceled
- Economic Development Council Co-Chair Jeff Wagner: February 26 meeting

NEW BUSINESS

1. Consider Contract with MacLeod Reckord for Park Design Services (Feser)
2. Consider Approval of PROS Plan Consultant (Feser)
3. Approve Contract for Design of Town Center, City Hall & Public Plaza (Hart)
4. Clarify Use of City Seal and Logo (Slate)
5. Presentation of 2014 Year End Financials (Hendrickson)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – if needed

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: March 24, 2015

SUBJECT: APPROVAL OF MINUTES: MARCH 10, 2015 CITY COUNCIL SPECIAL & REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the March 10, 2015, City Council Special & Regular Meeting Minutes.

**City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, March 10, 2015**

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

INTERVIEWS– 6:40-7:00 P.M.:

The Council conducted an interview for one position open on the Arts Commission and one youth position open on the Human Services Commission. The applicant interviewed was Nia Dhillon.

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, March 10, 2015, at 7:05 p.m., with Mayor Margaret Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Joe Cimaomo, Mark Lanza, Marlla Mhoon, Jim Scott, Sean Smith, and Jeff Wagner.

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Noreen Beaufriere, Personnel Manager; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Richard Hart, Community Development Director; Karla Slate, Communications & Marketing Manager; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; Bob Lindskov, City Engineer; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Cimaomo moved and Councilmember Mhoon seconded to approve the Agenda. Mayor Pro Tem Wagner moved and Councilmember Scott seconded to amend the Agenda to add New Business Item No. 3 – Appointment to the Human Services Commission. Vote: 7-0. Motion carried.

PUBLIC COMMUNICATION:

- King County Councilmember Reagan Dunn provided his annual update on what currently is happening at the county level and how it interfaces with the city.

- Arts Commissioners Lesli Cohan and Leslie Spero accepted the March 2015 Youth Art Month Proclamation.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Patricia Lynch, 17015 SE Wax Road, Covington, reminded Council she had been at the previous council meeting to provide comments on the additional traffic on Wax Road due to the sewer project. Ms. Lynch advised that police officers had been out to monitor how the schools were doing, and noted that the school does have crossing guards. Ms. Lynch, however, suggested that the speed limit be lowered for that stretch as traffic appears to be going over 35 mph during the day and also suggested that police officers monitor the area during non crossing guard hours.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: February 24, 2015 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #32188-32242, including ACH Payments and Electronic Funds Transfers, in the Amount of \$338,075.94, Dated February 20, 2015; and Paylocity Payroll Checks #1003454296-1003454308 inclusive, Plus Employee Direct Deposits in the Amount of \$168,284.01, Dated February 27, 2015.

C-3. Approve Parametrix Contract for Biologist Services.

C-4. Extend Interlocal Agreement with Regional Animal Services of King County.

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

PUBLIC HEARING:

1. Receive Comments and Consider Ordinance Extending Interim Zoning Regulations Regarding Recreational Marijuana.

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

Councilmembers asked questions, and Mr. Hart and City Attorney Sara Springer provided responses.

Mayor Harto called for public comments for the public hearing.

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

ORDINANCE NO. 03-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING ORDINANCE NO. 06-14 TO EXTEND THE INTERIM ZONING REGULATIONS FOR RECREATIONAL MARIJUANA PRODUCTION, PROCESSING, AND

RETAIL USES FOR AN ADDITIONAL SIX MONTHS; PROVIDING FOR A PUBLIC HEARING ON THE EXTENSION; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Council Action: Councilmember Scott moved and Mayor Pro Tem Wagner seconded to adopt Ordinance No. 03-15 extending the current interim zoning regulations for recreational marijuana production, processing, and retail uses for an additional six months. **Vote: 7-0. Motion carried.**

NEW BUSINESS:

2. Approve City Manager Merit Goals for 2015.

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

Councilmembers each selected three top choices from the list provided in the agenda packet and discussed.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Mhoon seconded to approve the 2015 Merit Goals for the City Manager as follows:

- 1) Plan for Hawk Property development. Research and possibly create Community Facility District. Work with developer on construction of the Covington Connector Street if funded.
- 2) Develop Town Center renderings for marketing material, establish plan to purchase school property, and plan open house events for community and schools.
- 3) Create a Parks and Recreation Priorities Advisory Committee (PrePAC).

Vote: 7-0. Motion carried.

3. Consider an Appointment to the Human Services Commission.

Council Action: Councilmember Mhoon moved and Councilmember Lanza seconded to appoint Nia Dhillon to fill Youth Position No. 5 on the Human Services Commission with a term expiring March 31, 2016. **Vote: 7-0. Motion carried.**

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

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

EXECUTIVE SESSION:

To discuss potential litigation pursuant to (RCW 42.30.110(1)(i)) from 8:20 to 8:35 p.m.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:35 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: March 24, 2015

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #32243-32295, including ACH Payments and Electronic Funds Transfers, in the Amount of \$141,489.51, Dated March 6, 2015; and Paylocity Payroll Checks #1003500497-1003500511 inclusive, Plus Employee Direct Deposits in the Amount of \$166,794.65, Dated March 13, 2015.

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 #32243-32295, including ACH Payments and Electronic Funds Transfers, in the Amount of \$141,489.51, Dated March 6, 2015; and Paylocity Payroll Checks #1003500497-1003500511 inclusive, Plus Employee Direct Deposits in the Amount of \$166,794.65, Dated March 13, 2015.

March 6, 2015

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #32243 through Check #32295, including ACH payments and electronic funds transfers

In the Amount of \$141,489.51

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

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 3/5/2015 12:49 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
20	1917	US Bank National Association	03/02/2015	
	02-2015-1917	Credit card fees for February		131.65
	02-2015-1917	Credit card fees for February		26.56
Total for Check Number 20:				158.21
Total for 3/2/2015:				158.21
32243	0072	Dept of Labor & Industries	03/04/2015	
	Q4-2014	Reissued Industrial Insurance, 4th Qtr 2014		1,858.21
	Q4-2014	Reissued Industrial Insurance, 4th Qtr 2014		41.01
	Q4-2014	Reissued Industrial Insurance, 4th Qtr 2014		1,641.10
	Q4-2014	Reissued Industrial Insurance, 4th Qtr 2014		9,307.41
	Q4-2014	Reissued Industrial Insurance, 4th Qtr 2014		1,639.70
	Q4-2014	Reissued Industrial Insurance, 4th Qtr 2014		35.70
	Q4-2014	Reissued Industrial Insurance, 4th Qtr 2014		228.86
	Q4-2014	Reissued Industrial Insurance, 4th Qtr 2014		6.30
	Q4-2014	Reissued Industrial Insurance, 4th Qtr 2014		7.35
	Q4-2014	Reissued Industrial Insurance, 4th Qtr 2014		2,608.83
Total for Check Number 32243:				17,374.47
Total for 3/4/2015:				17,374.47
ACH	0345	Sharon Scott	03/06/2015	
	0345-3	Reimbursement; software for shared calendar		21.71
Total for this ACH Check for Vendor 0345:				21.71
ACH	0418	Olympic Environmental Resource	03/06/2015	
	20152	Spring recycling program implementation		1,680.00
Total for this ACH Check for Vendor 0418:				1,680.00
ACH	0706	Covington Retail Associates	03/06/2015	
	4493	1st floor; operating expenses, March		10,757.40
	4493	1st floor; building lease, March		26,359.92
	4494	2nd floor; building lease, March		3,362.83
	4494	2nd floor; operating expenses, March		1,484.75
Total for this ACH Check for Vendor 0706:				41,964.90
ACH	1408	Washington Workwear Stores Inc.	03/06/2015	
	1821	Fealy; work jeans		6.94
	1821	Fealy; work jeans		13.90
	1821	Fealy; work jeans		13.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 1408:				34.74
ACH	1622 15-CV02	Law Offices of Thomas R Hargan, PLLC Prosecution services through 2/28/15	03/06/2015	4,550.34
Total for this ACH Check for Vendor 1622:				4,550.34
ACH	2250 C052 C052	SBS Legal Services Legal services; February TBD legal services; February	03/06/2015	9,756.50 1,768.50
Total for this ACH Check for Vendor 2250:				11,525.00
ACH	2262 869285460509	Voyager Fleet Systems Inc. Vehicle fuel	03/06/2015	512.09
Total for this ACH Check for Vendor 2262:				512.09
ACH	2555 44575520	NuCO2 LLC Aquatics; CO2 lease	03/06/2015	74.92
Total for this ACH Check for Vendor 2555:				74.92
ACH	2621 2621-3 2621-3	Jaquelyn Martinsons Instructor payment; Super Sitters, 2/14 Instructor payment; Safe at Home, 2/14	03/06/2015	364.00 105.00
Total for this ACH Check for Vendor 2621:				469.00
ACH	2633 0398919-IN 0398919-IN 0398919-IN 0398920-IN 0398920-IN 0398920-IN 0398920-IN 0398920-IN 0398920-IN 0398920-IN	National Safety, Inc. Allen; sweatshirts, jacket Allen; sweatshirts, jacket Allen; sweatshirts, jacket Gaudette; safety vest Gaudette; hat Gaudette; hat Gaudette; safety vest Gaudette; safety vest Gaudette; hat	03/06/2015	41.08 20.55 41.08 3.43 10.51 10.51 6.86 6.85 5.26
Total for this ACH Check for Vendor 2633:				146.13
ACH	2795 2795-10 2795-11 2795-11-1 2795-11-2 2795-7 2795-7-1 2795-8 2795-9 2795-9	Tatyana Kiselyov Reissued Kiselyov; mileage reimbursement, Aug Reissued Reimbursement; Hollydaze supplies Reissued Kiselyov; mileage reimbursement, Sep Reissued Kiselyov; mileage reimbursement, Oct Reissued Kiselyov; mileage reimbursement, May Reissued Kiselyov; mileage reimbursement, June Reissued Kiselyov; mileage reimbursement, July Reissued Kiselyov; American Red Cross course, Reissued Kiselyov; American Red Cross course,	03/06/2015	12.54 36.12 1.57 4.70 18.82 34.50 11.65 63.90 43.01
Total for this ACH Check for Vendor 2795:				226.81
32244	0088 085256-1514 085256-1514 086536-1514	American Planning Association Hart; APA/AICP membership, 4/1/15-3/31/16 Hart; APA/AICP membership, 4/1/15-3/31/16 Mueller; APA/AICP membership, 4/1/15-3/31/16	03/06/2015	198.00 462.00 353.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 32244:	1,013.00
32245	0955	American Red Cross	03/06/2015	
	10349991	Lifeguarding classes		81.00
	10351451	Lifeguarding classes		108.00
			Total for Check Number 32245:	189.00
32246	2753	ArchiveSocial	03/06/2015	
	1427	Social media archiving; annual subscription		588.00
			Total for Check Number 32246:	588.00
32247	0077	Association of WA Cities	03/06/2015	
	2/18/2015	2015 annual membership/random testing fee		435.00
			Total for Check Number 32247:	435.00
32248	2856	Baden Sports Inc.	03/06/2015	
	PS1418820	Soccer balls		3,001.45
			Total for Check Number 32248:	3,001.45
32249	2849	Bricks 4 Kidz	03/06/2015	
	1032	Instructor payment; Bricks 4 Kidz, February		784.00
			Total for Check Number 32249:	784.00
32250	0026	C&B Awards	03/06/2015	
	1455	Art Commissioners; name/desk plates		34.75
			Total for Check Number 32250:	34.75
32251	2819	Caron Fitness	03/06/2015	
	2819-10	Reissue Instructor payment; Zumba, July & Aug		320.25
			Total for Check Number 32251:	320.25
32252	2270	CenturyLink	03/06/2015	
	2536317966698B3	City hall; telephone, 2/13-3/13/15		96.99
			Total for Check Number 32252:	96.99
32253	2715	Joseph Cimaomo, Jr.	03/06/2015	
	2715-3	Cimaomo; meetings milcage, parking		93.21
			Total for Check Number 32253:	93.21
32254	0622	City of Federal Way	03/06/2015	
	CD-0797	Human services; Catholic Community Services		11,650.00
			Total for Check Number 32254:	11,650.00
32255	0364	Code Publishing Company	03/06/2015	
	49001	Municipal code updates; 2/18/15		150.56
			Total for Check Number 32255:	150.56
32256	2785	CompuCom	03/06/2015	
	62641562	CEDC mailbox; Windows software		78.59
	62641562	Volunteer email box; Windows software		24.12
	62641562	Bolli; remote access; Windows software		82.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	62641562	Athletics intern; Windows software		78.59
			Total for Check Number 32256:	263.47
32257	1952 5044	Covington Copy It...Mail It Postage; award submittal	03/06/2015	18.03
			Total for Check Number 32257:	18.03
32258	0537 104587-3 105731-3 132670-3	Covington Water District Crystal view; water, 1/17-2/20/15 SR 516; water, 1/17-2/20/15 CCP; water, 1/17-2/20/15	03/06/2015	30.65 58.60 105.10
			Total for Check Number 32258:	194.35
32259	2931 2931-2014 2931-2014 2931-2014 2931-2014	Rochelle Doyle Utility tax rebate; telephone Utility tax rebate; electricity Utility tax rebate; solid waste Utility tax rebate; cable	03/06/2015	8.51 42.87 5.86 7.60
			Total for Check Number 32259:	64.84
32260	0765 92937424 92937424 92937424 92937424 92937424 92937424	ESRI ArcGIS/ArcPad maintenance, 5/5/15-6/4/16 ArcGIS/ArcPad maintenance, 5/5/15-6/4/16 ArcGIS/ArcPad maintenance, 5/5/15-6/4/16 ArcGIS/ArcPad maintenance, 5/5/15-6/4/16 ArcGIS/ArcPad maintenance, 5/5/15-6/4/16 ArcGIS/ArcPad maintenance, 5/5/15-6/4/16	03/06/2015	297.62 238.10 238.10 710.00 178.58 238.10
			Total for Check Number 32260:	1,900.50
32261	1996 150215 150215 150215	Facility Maintenance Contractors Maint shop; janitorial service Maint shop; janitorial service Maint shop; janitorial service	03/06/2015	56.80 113.60 113.60
			Total for Check Number 32261:	284.00
32262	0889 23635 23635 23635 23635 23635 23636	Ferrell's Fire Extinguisher Co Vehicle fire extinguishers Maint shop; fire extinguisher service Maint shop; fire extinguisher service Maint shop; fire extinguisher service Vehicles; fire extinguisher service Aquatics; fire extinguisher service/repairs	03/06/2015	84.71 3.04 6.08 6.08 60.82 99.91
			Total for Check Number 32262:	260.64
32263	2925 795448	FunFlicks Kids Fest; movie screen rental deposit	03/06/2015	464.75
			Total for Check Number 32263:	464.75
32264	2012 2012-2014 2012-2014 2012-2014 2012-2014	Thomas Gates Utility tax rebate; electricity Utility tax rebate; natural gas Utility tax rebate; solid waste Utility tax rebate; cable	03/06/2015	60.51 31.95 25.64 57.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 32264:	175.82
32265	0225 0225-3	Green River Community College Small business assistance center; 10/1-12/31/14	03/06/2015	2,500.00
			Total for Check Number 32265:	2,500.00
32266	1799 S-16881	Griffis Heating, Inc. Minor housing repair; #HEID-02-14	03/06/2015	206.34
			Total for Check Number 32266:	206.34
32267	2648 2648-3	Hart's Gymnastics Instructor payment; Gymnastics, February	03/06/2015	524.80
			Total for Check Number 32267:	524.80
32268	0083 02262015-7	ICMA Bolli; ICMA leadership institute, registration	03/06/2015	425.00
			Total for Check Number 32268:	425.00
32269	1701 392533 392533 392533 392533 392575 392596	Johnsons Home & Garden Maint shop; sawzall blade Maint shop; sawzall blade Maint shop; sawzall blade Drift punch City hall; cord, nuts/bolts Gardner property; no trespass signs, chain	03/06/2015	8.68 4.35 8.68 13.02 8.64 124.47
			Total for Check Number 32269:	167.84
32270	0143 2049670 2049670	King County Finance 2015 On-call dispatch services 2015 On-call dispatch services	03/06/2015	1,800.00 1,800.00
			Total for Check Number 32270:	3,600.00
32271	1258 12-024I GIS	King County Finance - GIS Comprehensive plan update maps, Aug-Dec 2014	03/06/2015	896.00
			Total for Check Number 32271:	896.00
32272	0204 0204-3	King County Pet Licensing Pet license remittance; February	03/06/2015	345.00
			Total for Check Number 32272:	345.00
32273	2022 2022-2014 2022-2014 2022-2014	Harry Lammon Utility tax rebate; electricity Utility tax rebate; solid waste Utility tax rebate; cable	03/06/2015	108.59 7.17 61.88
			Total for Check Number 32273:	177.64
32274	2020 2020-2014 2020-2014 2020-2014 2020-2014 2020-2014	Judy LeBlanc Utility tax rebate; natural gas Utility tax rebate; solid waste Utility tax rebate; cable Utility tax rebate; telephone Utility tax rebate; electricity	03/06/2015	54.70 15.66 15.80 28.99 64.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 32274:	179.81
32275	2486	McLendon Hardware, Inc.	03/06/2015	
	847914/7	Art show; hanging supplies		18.33
	847914/7	Art show; pliers		28.45
			Total for Check Number 32275:	46.78
32276	2483	NovotX, LLC	03/06/2015	
	1195	NovotX, Elements XS maintenance, 4/2/15-4/1/1		1,500.00
	1195	NovotX, Elements XS maintenance, 4/2/15-4/1/1		1,500.00
			Total for Check Number 32276:	3,000.00
32277	0004	Office Depot	03/06/2015	
	1757829849	Town Center Plaza; scanning		6.49
	1759100159	Basketball portfolios and paper		108.27
	754877572001	Office supplies		549.66
	754877573001	Frame gift for outgoing commissioners		27.53
	755729518001	Paper shredder		254.11
	755729711001	Electronic hole punch		122.77
			Total for Check Number 32277:	1,068.83
32278	2771	Pacific Office Automation	03/06/2015	
	495417	Copier; usage, 11/12/14-2/18/15		88.61
			Total for Check Number 32278:	88.61
32279	2927	RWC Group	03/06/2015	
	2750S	#2577; lights		95.98
			Total for Check Number 32279:	95.98
32280	2125	Florence Sarver	03/06/2015	
	2125-2014	Utility tax rebate; electricity		30.32
	2125-2014	Utility tax rebate; natural gas		89.55
	2125-2014	Utility tax rebate; solid waste		19.88
	2125-2014	Utility tax rebate; cable		106.79
	2125-2014	Utility tax rebate; telephone		27.99
			Total for Check Number 32280:	274.53
32281	2732	Jose Saucedo	03/06/2015	
	2732-2014	Utility tax rebate; natural gas		90.61
	2732-2014	Utility tax rebate; telephone		18.30
	2732-2014	Utility tax rebate; electricity		42.82
			Total for Check Number 32281:	151.73
32282	2930	Linda Scoggin	03/06/2015	
	2000247.003	Refund; Aquatic Center pool rental		125.00
			Total for Check Number 32282:	125.00
32283	2474	SCORE	03/06/2015	
	1121	Jail costs; January		18,818.00
	1146	Jail costs; health services, November 2014		17.50
			Total for Check Number 32283:	18,835.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32284	1905	Sharp Electronics Corporation	03/06/2015	
	C824268-701	Reception copier; usage, 1/15-2/15/15		20.66
	C824269-701	Police copier; usage, 1/16-2/13/15		30.95
	C824427-701	Copier; usage, 1/15-2/15/15		29.38
	C824427-701	Copier; usage, 1/15-2/15/15		19.58
			Total for Check Number 32284:	100.57
32285	1774	Shope Concrete Products	03/06/2015	
	9954588	Rolled curb grate		696.82
			Total for Check Number 32285:	696.82
32286	0281	Standard Insurance Company	03/06/2015	
	6355510001-3	Life Insurance Premiums; March		44.50
	6355510001-3	Life Insurance Premiums; March		115.63
	6355510001-3	Life Insurance Premiums; March		96.88
	6355510001-3	Life Insurance Premiums; March		193.00
	6355510001-3	Life Insurance Premiums; March		88.07
	6355510001-3	Life Insurance Premiums; March		283.93
	6355510001-3	Life Insurance Premiums; March		174.90
	6355510001-3	Life Insurance Premiums; March		525.83
	6355510001-3	Life Insurance Premiums; March		312.23
	6355510001-3	Life Insurance Premiums; March		606.11
	6355510001-3	Life Insurance Premiums; March		183.22
	6355510001-3	Life Insurance Premiums; March		99.36
	6355510001-3	Life Insurance Premiums; March		9.04
	6355510001-3	Life Insurance Premiums; March		688.75
	6355510001-3	Life Insurance Premiums; March		360.32
			Total for Check Number 32286:	3,781.77
32287	2928	Swank Motion Pictures, Inc.	03/06/2015	
	1240995	Kids Fest; movie night rental		381.20
			Total for Check Number 32287:	381.20
32288	2014	Jean Szybnski	03/06/2015	
	2014-2014	Utility tax rebate; natural gas		52.16
	2014-2014	Utility tax rebate; solid waste		19.88
	2014-2014	Utility tax rebate; cable		33.88
	2014-2014	Utility tax rebate; telephone		11.36
	2014-2014	Utility tax rebate; electricity		28.57
			Total for Check Number 32288:	145.85
32289	2028	Scott Thomas	03/06/2015	
	2028-3	Thomas; WRPA legislative day; per diem		18.00
	2028-3	Thomas; WRPA legislative day; parking		12.00
			Total for Check Number 32289:	30.00
32290	2103	US Bancorp Equip Finance Inc.	03/06/2015	
	272520578	Workroom copier; lease, March		639.10
	272874454	Reception copier; lease, March		93.40
	272936600	Police copier; lease, March		93.40
			Total for Check Number 32290:	825.90
32291	0119	WABO	03/06/2015	
	30022	Christenson; WABO Annual Education Institute		525.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 32291:	525.00
32292	0602 11248429	Washington State University Michaud; NW Clerks Institute Master Academy	03/06/2015	650.00
			Total for Check Number 32292:	650.00
32293	0348 21988	Wescom Communications #FH05375; radar calibration	03/06/2015	87.60
			Total for Check Number 32293:	87.60
32294	2623 2242	Westhill Electronics #3307; strobe light installation	03/06/2015	598.51
			Total for Check Number 32294:	598.51
32295	2230 8707129RI	Wilbur-Ellis Company CCP; fungicide	03/06/2015	235.97
			Total for Check Number 32295:	235.97
			Total for 3/6/2015:	123,956.83
			Report Total (65 checks):	141,489.51

March 13, 2015

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 03/13/15 consisting of:

PAYLOCITY CHECK # 1003500497 through PAYLOCITY CHECK # 1003500511 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$166,794.65

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

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

03/13/15 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
109260	Regular	3/13/2015	503	Bolli, Regan H	4,584.54
109261	Regular	3/13/2015	246	Kirshenbaum, Kathleen	557.94
109262	Regular	3/13/2015	243	Lyon, Valerie	1,485.70
109263	Regular	3/13/2015	234	Mhoon, Darren S	1,469.26
109264	Regular	3/13/2015	162	Michaud, Joan M	2,187.70
109265	Regular	3/13/2015	123	Scott, Sharon G	2,541.67
109266	Regular	3/13/2015	313	Slate, Karla J	2,508.30
109267	Regular	3/13/2015	275	Hart, Richard	3,476.33
109268	Regular	3/13/2015	368	Mueller, Ann M	1,371.59
109269	Regular	3/13/2015	180	Cles, Staci M	1,871.11
109270	Regular	3/13/2015	146	Hagen, Lindsay K	1,617.75
109271	Regular	3/13/2015	235	Hendrickson, Robert	3,813.07
109272	Regular	3/13/2015	105	Parker, Cassandra	2,610.88
109273	Regular	3/13/2015	454	Salazar-Delatorre, Viviana J	273.22
109274	Regular	3/13/2015	374	Allen, Joshua C	1,912.87
109275	Regular	3/13/2015	353	Dalton, Jesse J	1,798.87
109276	Regular	3/13/2015	373	Fealy, William J	2,019.04
109277	Regular	3/13/2015	301	Gaudette, John J	1,956.71
109278	Regular	3/13/2015	186	Junkin, Ross D	2,858.07
109279	Regular	3/13/2015	268	Bykonen, Brian D	2,209.04
109280	Regular	3/13/2015	279	Christenson, Gregg R	2,785.02
109281	Regular	3/13/2015	270	Lyons, Salina K	2,332.25
109282	Regular	3/13/2015	269	Meyers, Robert L	3,443.90
109283	Regular	3/13/2015	284	Ogren, Nelson W	2,811.62
109284	Regular	3/13/2015	266	Thompson, Kelly	2,234.09
109285	Regular	3/13/2015	307	Morrissey, Mayson	2,967.96
109286	Regular	3/13/2015	199	Bahl, Rachel A	2,106.35
109287	Regular	3/13/2015	451	Conway, Sean	1,936.69
109288	Regular	3/13/2015	428	Feser, Angela M	2,280.80
109289	Regular	3/13/2015	448	Finazzo, Dominic V	1,518.24
109290	Regular	3/13/2015	305	Kiselyov, Tatyana	1,556.70
109291	Regular	3/13/2015	453	Leung, Rachael M	1,260.57
109292	Regular	3/13/2015	397	Martinsons, Jaquelyn	611.82
109293	Regular	3/13/2015	195	Patterson, Clifford	2,484.06
109294	Regular	3/13/2015	306	Thomas, Scott R	3,647.06
109295	Regular	3/13/2015	106	Bates, Shellie L	2,113.67
109296	Regular	3/13/2015	349	Buck, Shawn M	1,776.30
109297	Regular	3/13/2015	436	Lindskov, Robert T	3,033.51
109298	Regular	3/13/2015	257	Parrish, Benjamin A	2,020.67
109299	Regular	3/13/2015	173	Vondran, Donald M	3,796.55
109300	Regular	3/13/2015	252	Wesley, Daniel A	2,224.67
109301	Regular	3/13/2015	388	Andrews, Kaitlyn E	356.55
109302	Regular	3/13/2015	434	Bailey, Brooke	137.32
109303	Regular	3/13/2015	481	Binder, Jordan M	96.67
109304	Regular	3/13/2015	393	Blakely, Coleman P.	330.05
109305	Regular	3/13/2015	379	Carrillo, Anthony G	207.62
109306	Regular	3/13/2015	258	Cox, Melissa	545.27
109307	Regular	3/13/2015	417	Hendricks, Cole M	113.55
109308	Regular	3/13/2015	425	Knox, John Q	410.14
109309	Regular	3/13/2015	426	Knox, Patrick L	364.11
109310	Regular	3/13/2015	410	Lanz, Avalon A.	849.36

109311 Regular	3/13/2015	438 Mashika, Myroslav	160.07
109312 Regular	3/13/2015	479 Mazick, Hailie	116.13
109313 Regular	3/13/2015	483 Medel, Erick	557.99
109314 Regular	3/13/2015	340 Middleton, Jordan	165.09
109315 Regular	3/13/2015	439 Newman, Ashley M	434.51
109316 Regular	3/13/2015	312 Perko, Roxanne H	447.92
109317 Regular	3/13/2015	445 Portin, Andrew	143.60
109318 Regular	3/13/2015	319 Praggastis, Alexander	139.83
109319 Regular	3/13/2015	484 Roth, Alexander E	155.51
109320 Regular	3/13/2015	429 Sizemore, Christine A	884.37
109321 Regular	3/13/2015	507 Sparks, Luann	322.07
109322 Regular	3/13/2015	492 Spencer, Ethan R	130.77
109323 Regular	3/13/2015	392 Wardrip, Spencer A	498.05
109324 Regular	3/13/2015	432 Wilton, Sara J	37.05
109325 Regular	3/13/2015	487 Bykonen, Tyler B	80.14
109326 Regular	3/13/2015	486 Camp, Alicia M	143.24
109327 Regular	3/13/2015	494 Carlsen, Zachary D	82.99
109328 Regular	3/13/2015	488 Cles, Erin L	88.04
109329 Regular	3/13/2015	466 Morasch, David G	78.16
109330 Regular	3/13/2015	463 Quick, Joseph	25.50
109331 Regular	3/13/2015	495 Tashiro-Townley, Joshua C	75.88
109332 Regular	3/13/2015	501 Taylor, Austin G	28.45
109333 Regular	3/13/2015	116 Beaufre, Noreen	2,841.79
109334 Regular	3/13/2015	137 Throm, Victoria J	1,945.46
1003500497 Regular	3/13/2015	364 Newell, Nancy J	49.87
1003500498 Regular	3/13/2015	274 Goldfoos, Rhyan	283.86
1003500499 Regular	3/13/2015	505 Gormley, Hannah E	22.75
1003500500 Regular	3/13/2015	430 Hanson, Sean C	261.45
1003500501 Regular	3/13/2015	399 Jensen, Emily A	250.68
1003500502 Regular	3/13/2015	400 Quintos, Edward Louie D	143.75
1003500503 Regular	3/13/2015	493 Sears, Andrew J	277.02
1003500504 Regular	3/13/2015	489 Wold, Jared K	121.21
1003500505 Regular	3/13/2015	480 Woods, Dylan J	320.50
1003500506 Regular	3/13/2015	496 Chick, Tanner C	70.84
1003500507 Regular	3/13/2015	465 Demecilio, Bryce D	135.46
1003500508 Regular	3/13/2015	499 Goodman, Ryan A	156.99
1003500509 Regular	3/13/2015	461 Miller, Austin	32.72
1003500510 Regular	3/13/2015	474 Shank, Elijah J	68.76
Totals for Payroll Checks	89 Items		107,255.27

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
109335	AGENCY	3/13/2015	401SS	ICMA Retirement Trust	17,057.69
109336	AGENCY	3/13/2015	457Ex	Vantagepoint Transfer Agent-	348.63
109337	AGENCY	3/13/2015	CICOV	City of Covington	2,802.53
109338	AGENCY	3/13/2015		Emp City of Covington Employee	84.00
109339	AGENCY	3/13/2015	IC401	ICMA Retirement Trust	15,299.60
109340	AGENCY	3/13/2015	IC457	ICMA Retirement Trust	2,039.85
109341	AGENCY	3/13/2015	ROTH	ICMA Retirement Trust	150.00
109342	AGENCY	3/13/2015	VEBA	HRA VEBA Trust Contributions	1,711.75
1003500511	AGENCY	3/13/2015	JG1	WASH CHILD SUPPORT	110.41
Totals for Third Party Checks	9 Items				39,604.46

Tax Liabilities	19,716.30
Paylocity Fees	218.62

Grand Total	<u><u>\$ 166,794.65</u></u>
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SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR PARK DESIGN FOR COVINGTON COMMUNITY PARK PHASE 2.

RECOMMENDED BY: Scott Thomas, Parks and Recreation Director

ATTACHMENTS:

1. Professional Services Agreement
2. Scope of Work and Fees

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:

Covington Community Park (CCP) Phase I construction was completed June 2013. Last year, both the CCP Phases 2 and 3 design was advanced to the 60% level and the Phase 2 cost estimate were completed in May 2014. The City Council approved both the design and cost estimate in June 2014. This work was completed by MacLeod Reckord Landscape Architects. Before construction of Phase 2, two more elements of the design process need to be completed; Corps of Engineers wetland permit and 100% design construction drawings.

This contract with MacLeod Reckord will provide the services necessary to submit the wetland permit application to the Corps of Engineers. This permit could take up to 18 months to complete and is required before construction can begin. By completing this application now it will help the Phase 2 project to achieve the timeline goal of a 2016 construction start. The wetland permit will also provide direction in regards to the wetland mitigation that will be required by Phase 2 improvements.

ALTERNATIVES:

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

FISCAL IMPACT:

The cost of the design contract is \$57,200 including contingency. Last year, the City Council approved the expenditure of \$264,000 from the \$2.1m legislative appropriation/CTED grant awarded in 2013 for Phase 2. Currently, there is an unspent balance of \$46,024 from that allocation. Staff is recommending using this balance, plus an additional \$11,176 of the CTED grant fund to pay for this required design work. This would increase the City's liability to \$275,176 if we are unable to utilize the CTED grant by its 2017 deadline. The funding source is a reimbursement grant, so money may be transferred from other funds to cover costs until reimbursements are received.

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 MacLeod Reckord, in substantial form as that attached hereto, to complete additional design for the City's Covington Community Park.

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

**CITY OF COVINGTON
AGREEMENT
ARCHITECTURE/ENGINEERING SERVICES**

ATTACHMENT 1

THIS AGREEMENT FOR SERVICES is entered into this 20th day of February, 2015, by and between the City of Covington (“City”), a Washington municipal corporation, and MacLeod Reckord, an architectural/engineering services consultant (“Consultant”).

RECITALS

- A.** The City seeks the services of an architectural/engineering consultant to perform wetland permit approval for Covington Community Park 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 in 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, 2016 (“Term”), unless earlier terminated under the provisions of this Agreement. 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 [*applicable method of payment is indicated with a checkmark—only one method of payment shall be selected*]:

- 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 \$XXXXXXX; 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 (10) 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. Books and Records. The Consultant agrees to maintain books, records, and documents that 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.

6. 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 the 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 this 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.

7. Ownership and Use of Documents. Any and all original 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 the Consultant shall be disclosed to any person or party other than the City without the City's prior written consent.

8. Independent Contractor. It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Consultant sick leave, vacation pay, or any other benefit of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. The Consultant shall 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.

9. Indemnification. The consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence

of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Insurance. The Consultant shall at a minimum procure and maintain for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives, or employees and in such forms and with such carriers who have a rating satisfactory to the City [*required insurance coverage under this Agreement is indicated with a checkmark*]:

10.1. X Professional Liability. 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.

10.2. X Employer Liability. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.

10.3. X Commercial General Liability. 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.

10.4. X Automobile Liability. 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.

10.5. Additional Requirements.

10.5.1. The City shall be named as additional insured on all above required insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program.

10.5.2. Required insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.5.3. All required 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 of this Agreement is actually terminated or upon project completion and acceptance by the City.

10.5.4. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such above required coverage and, at the City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies.

10.6. The Consultant's maintenance of insurance as required above 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.

10.7. The Consultant's failure to maintain such insurance policies as required above 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.

11. Termination.

11.1. This Agreement may be terminated at any time, with or without cause, by the City.

11.2. Upon termination, 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 (5) business days of the date of termination. 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. 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.

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

18. 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.

19. Successors. Subject to any limiting provisions of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives,

successors, and assigns.

20. 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.

21. 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 to the address included in the signature block below, or to such other person or place as one party shall furnish to the other 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.

22. Governing Law / Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

23. 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.

24. 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.

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

26. 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.

27. 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

CONSULTANT

By: Regan Bolli
Its: City Manager
16720 SE 271st Street, Suite100
Covington, WA 98042

By: _____
Its: _____
Address: _____

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

MacLeod Reckord

Landscape Architecture ■ Planning ■ Urban Design

Daily Journal of Commerce Building

83 Columbia Street Suite 306

Seattle, Washington 98104

P 206-323-7919

F 206-323-9242

SCOPE OF WORK

December 3, 2014

Covington Community Park Phase 2

PROJECT DESCRIPTION

Scope

The Scope of Work is more fully described in the attached Exhibit A Scope of Work from Environmental Services (ESA). MacLeod Reckord (MR) is providing supporting design and documentation for the work described by ESA. The work described fall into three Tasks:

Task 1 – Mitigation Report (for Phase 2, based on the 60% plan set)

ESA is providing the draft and final Mitigation Reports for the Phase 2 project. MacLeod Reckord is providing the draft (60%) and final (90%) plan sets showing grading, planting, details, and schedule to support the Mitigation Report. The Report is required for agency review and approval. The Plans are a required component of the Report, but also provide the necessary sheets that will be included in the larger project bid document set. In addition, MR will provide a cost estimate and 90% level specifications for the mitigation package. Once the agency review is complete, and final comments are received, the 90% plans, specs, and cost estimate will be advanced to a 100% bid package. This last effort (taking 90% to 100%) is not included in this scope or fee, as it is assumed by then it will be part of a larger project bid package.

Task 2 – Environmental Permitting and Documentation (specifically the JARPA, or Joint Aquatic Resources Permit Application)

ESA is authoring the JARPA and MR is providing the graphic exhibits that are a required part of the JARPA. It is assumed these exhibits will be derivatives of the graphics being generated for the Mitigation Report. The time allotted in the respective fee proposals for developing the JARPA and supporting graphics is determined to be a maximum. Additional requests from the agency for exhibits may require additional fee.

Task 3 – Project Meetings and Agency Coordination

ESA and MR have identified, under a separate task, the time allotted for agency and team meetings.

GENERAL ASSUMPTIONS

1. Additional survey may be required to provide adequate base information for the mitigation plans. Survey is not included in this scope or fee.
2. Grading plans will be prepared, stamped, and signed by the landscape architect.
3. Wetland verification or additional delineation or mapping not anticipated and is not included in the scope or fee.

Exhibit A
SCOPE OF WORK
ENVIRONMENTAL SERVICES
ESA

Covington Community Park: Phase 2 – 60% Design
December 2014

The following is a Scope of Work to conduct environmental permitting and documentation in support of Phase 2 of the Covington Community Park in the City of Covington. The City has directed MacLeod Reckord and its sub-consultants to develop and acquire environmental permits for 60% design of Phase 2 of the Park Master Plan. Only Phase 2 will be designed, mitigation requirements for Phases 3 are not included in this task. This scope covers tasks anticipated to occur from December 2014 to December 31, 2015. Work occurring beyond this time frame may require additional funding and contract revision.

ESA previously conducted wetland delineations on the park property and produced a wetland report describing the wetlands and appropriate regulatory issues. The wetland delineations were reviewed and approved by the Corps of Engineers in 2010. Wetland mitigation was designed, permitted, and constructed for Phase 1 of the park Master Plan. Conceptual on-site mitigation plans for the remainder of the park Master Plan (now Phases 2 and 3) were discussed in the wetland mitigation report: *Covington Community Park Critical Areas Report and Final Mitigation Plan* (ESA 2011).

TASK 1: Mitigation Report for 60% Design of Phase 2

Subtask 1.1 – Mitigation Strategy Memo (Task Completed)

ESA will prepare a brief memorandum that outlines the mitigation strategy for the Phase 2 project. This mitigation strategy will demonstrate the options for mitigation and provide a “ball park” estimate for potential mitigation costs per each option. Based upon recent guidance and communication with the Corps of Engineers, the preference for mitigation is to be provided within formally established mitigation banks or in-lieu fee (ILF) programs. ESA will investigate the pros and cons (including costs) of use of established banks in King County, and of on-site mitigation measures.

Subtask 1.2 - Draft and Final Phase 2 Mitigation Report

ESA will prepare draft and final mitigation report based on the level of environmental impacts associated with the wetland fill required for construction of Phase 2. The draft mitigation plan report will refine the conceptual mitigation proposed in the 2011 mitigation report based on 60% Phase 2 park design. Mitigation design drawings, plans and details will be prepared by MacLeod Reckord and will include on-site wetland creation and enhancement as desired by City of Covington for all wetlands to be impacted in Phase 2. Based upon the pre-application meeting held in October 2014 with the Corps of Engineers and Ecology, this scope assumes all mitigation will occur onsite to satisfy state and federal permitting authorities.

The mitigation plan report shall include identification of site-specific performance criteria and standards for success and a proposed monitoring and maintenance plan per CMC 18.65.340. The draft plan will be submitted to the Corps of Engineers and Department of Ecology pursuant to the application for the Section 404 Nationwide Permit and the Ecology 401 water quality certification, and to the City of Covington for development and land use permit applications.

The final mitigation report will be completed based on comment provided by MacLeod Reckord and City staff. The mitigation plan will be the document of record for the environmental permits for this project.

Task 1 Deliverables

- Wetland Mitigation Strategy Memo for Phase 2 (Task Completed)
- Wetland Mitigation Report for Phase 2 – Draft (PDF format)
- Wetland Mitigation Report for Phase 2 – Final (4 bound copies)

ASSUMPTIONS

1. Phase 2 park design is anticipated to fill less than 0.5 acres of wetland and will not include impacts to Little Soos Creek,
2. ESA will provide environmental review of the proposed mitigation design drawings and provide written comments to MacLeod Reckord regarding plant species, grading, hydrological considerations, and consistency with local, state and federal permit requirements.
3. ESA anticipates one round of review for the Draft Report. All draft materials will be submitted for review electronically in either their native file format or as PDF files.
4. It is our understanding that the City prefers use of on-site wetland mitigation rather than use of the King County ILF program which has recently been approved as a formal wetland mitigation bank. Use of the ILF program or other off-site mitigation is not included in this scope or work. Although, mitigation through ILF or Mitigation Banks is the Corps first preference for mitigation for wetland impacts that are unavoidable, we understand from the pre-application meeting that on-site mitigation will be considered for this project.
5. On-site wetland mitigation will be acceptable to the Corps and Ecology.
6. Mitigation design, including grading, planting plans and specifications will be provided by MacLeod Reckord.

TASK 2: Phase 2 Environmental Permitting and Documentation

The MacLeod Reckord team will prepare 60% design drawings and Plans, Specifications, and Estimates (PSE) for Phase 2 of the planned Covington Community Park. Phase 2 elements include an entry drive and parking lot, frontage improvements, shelter/stage structure and entry pavilion, pedestrian pathways connecting to Phase 1 improvements, plant beds and lawn areas as identified in the Master Plan adopted February 10, 2009 and contained within the park-wide 60%

plans submitted in May 2014. The project is expected to impact less than 0.5-acre of wetland and will not affect Little Soos Creek. Under Task 2, ESA will prepare environmental permits in support of state and federal permitting as described below.

Unless otherwise stated, it is assumed that all other necessary building, construction, and other environmental permit applications would be prepared by others.

Joint Aquatic Resources Permit Application (JARPA)

Based on the amount of anticipated wetland impact (less than 0.5-acre), a Section 404 Nationwide Permit from the Corps of Engineers is anticipated for the project. It is anticipated that the project will be authorized under Nationwide Permit 42 – Recreational Facilities. The JARPA form is a joint application form that will be prepared in support of a Corps of Engineers Clean Water Act Section 404 Permit, Ecology 401 Water Quality Certification and Coastal Zone Consistency Determination, and Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA). ESA will coordinate with MacLeod Reckord during JARPA figure preparations. ESA will assemble JARPA materials for submittal by the City to the Corps of Engineers, and Ecology.

Task 2 Deliverables

- JARPA – Draft document for City review
- JARPA – Final permit package

ASSUMPTIONS

- It is assumed that MacLeod Reckord will prepare Corps of Engineers JARPA figures for the Phase 2 project based on 60% design information.
- It is anticipated that from 4 to 6 figures will be necessary for the JARPA submittal.
- JARPA materials shall also require 60% design drawings and narrative descriptions of the proposed project work provided by MacLeod Reckord and others.
- On-site wetland mitigation will be approved by the Corps and Ecology as an acceptable alternative to use of the King County ILF program.
- Wetland impacts will be permitted by the Corps under Nationwide Permit 42, and an Individual Permit will not be necessary.

TASK 3: Project Meetings and Agency Coordination

ESA staff shall prepare for and attend up to 6 meetings for the project for a period of 12 months from the time a notice to proceed is issued for the project. Project team coordination and communication during design and permitting is also included in this task. Coordination and communication with the Corps and Ecology during permit review is also anticipated.

ESA staff will be available for up to 24 hours of coordination to attend City Council meetings, public meetings, respond to public comment on City-issued permit decisions, and attend public hearings, if required.

GENERAL SCOPE ASSUMPTIONS

1. The Wetland Report, Biological Assessment, and Cultural Resources report provided for Phase 1 of the project will be sufficient for Phase 2 and will not need revision or updating.
2. MacLeod Reckord will provide all applicable engineering descriptions, specifications and drawings and other pertinent design information during the course of the project. This includes design drawings for JARPA figures and related materials.
3. MacLeod Reckord will forward any agency comments to ESA in a timely manner.
4. All draft materials will be submitted for review electronically in either their native file format or as PDF files.
5. ESA shall finalize and submit all permit applications and required supporting materials to MacLeod Reckord and the City, which will submit deliverables to the regulatory agencies.
6. ESA shall submit the number of copies of applications and supporting documentation identified on the application forms, plus two additional copies for the project files. The City shall be responsible for additional copies, if needed. The City shall be responsible for distributing permit materials and the publication of any required notifications.
7. The City will sign and be responsible for delivering all permit applications.
8. As determined by the City, wetland mitigation will be constructed onsite and within identified park boundaries.
9. No additional environmental services such as SEPA or NEPA related tasks or local permitting are included in this scope of work.
10. Documentation or support for a Corps of Engineers Individual Permit is not included in this scope or work.
11. Additional permits, special studies, or technical evaluations may be required to construct this project. ESA shall not be responsible for permits, technical studies or applications not specifically identified as deliverables in this scope of work.

MacLeod Reckord

Landscape Architects

FEE DERIVATION

Project: Covington Park 180th/240th - Ph 2

Date: December 3, 2014

TASK	HOURS					RATE/FEE					
	PRINC	PM	LA	ACAD	ADMIN	PRINC \$160	PM \$140	LA \$130	DRAFT \$98	WP \$82	SUBTOTAL
Task 1 - Mitigation Report											
1.1 (previously completed)											
1.2 Draft and Final Phase 2 Mitigation Report (60% plans)											
Draft mitigation layout/grading plans		4	8	4		-	560	1,040	392	-	
Draft mitigation planting plans		2	6	1	1	-	280	780	98	82	
Draft mitigation details		2	4	4		-	280	520	392	-	
Draft plant schedule and quantity takeoffs			8	2		-	-	1,040	196	-	
Draft cost estimate for mitigation plan		1	4		1	-	140	520	-	82	
Review with ESA; City (hours in Task 3)											
Revise plans, details, schedule, estimate, update quantities for submittal with draft report. Assumes 1 revision.		4	8	8	1	-	560	1,040	784	82	8,868
(90% plans)											
Final mitigation layout/grading		2	12	6		-	280	1,560	588	-	
Final mitigation planting plans		2	6	1	1	-	280	780	98	82	
Final mitigation details		2	4	4		-	280	520	392	-	
Final plant schedule and quantity takeoffs			8	2		-	-	1,040	196	-	
Final cost estimate for mitigation plan		1	2			-	140	260	-	-	
90% specifications for <u>mitigation site preparation</u> , and <u>mitigation planting</u> . Note grading specifications will be incorporated into larger plan set under a separate contract amendment.		8	4		4	-	1,120	520	-	328	
Review with ESA; City (hours in Task 3)											
Revise plans, details, schedule, specs, estimate, update quantities for submittal with final report. Assumes 1 revision.		4	8	8	1	-	560	1,040	784	82	10,930
Task 2 - Phase 2 Env. Permitting and Documentation											
Draft JARPA Exhibits											
Consultation with ESA on 4-6 Exhibits (hours in Task 3)											

FEE DERIVATION

Project: Covington Park 180th/240th - Ph 2
Date: December 3, 2014

TASK	HOURS					RATE/FEE					SUBTOTAL
	PRINC	PM	LA	ACAD	ADMIN	PRINC \$160	PM \$140	LA \$130	DRAFT \$98	WP \$82	
Develop draft Exhibits Review with ESA and revise Exhibits. Assumes 1 revision. (mtg hours in Task 3)		2	6	6	2	-	280	780	588	164	
Review with City and revise Exhibits. Assumes 1 revision. (mtg hours in Task 3)		1	4	1	2	-	140	520	98	164	
Final JARPA Exhibits Review with ESA and revise Exhibits. Assumes 1 revision. (mtg hours in Task 3)			2		1	-	-	260	-	82	3,076
Project team meetings; City team meetings; Agency coordination meetings		16	4	1	1	-	2,240	520	98	82	2,940
Task 3 - Project Meetings/Agency Coordination											
Subtotal MR											26,736
Subtotal ESA											25,295
Reimbursables (mileage)											150
TOTAL PROJECT FEE PROPOSAL:											\$ 52,181

Exhibit B
Covington 180th/240th Park_Phase 2 60% Mitigation Design
 MacLeod Reckord
 ESA



Based on Scope of Work Dated: November 2014

Labor Category Rate	Director I \$ 170.00	Managing Associate II \$ 145.00	Technical Assoc. I \$ 140.00	Senior Associate II \$ 125.00	Associate II \$ 90.00	Senior Admin / Graphics \$ 95.00	Admin / Graphics \$ 80.00	Clerical \$ 65.00	Total
Task 1									
Task 1 Phase 2 Mitigation Design Report									
Compensatory Mitigation Plan - Draft and Final	2	16	14	8	30	6	8	2	86.00
<i>Subtotal hours</i>	2	16	14	8	30	6	8	2	86.00
<i>Subtotal labor</i>	\$ 340.00	\$ 2,320.00	\$ 1,960.00	\$ 1,000.00	\$ 2,700.00	\$ 570.00	\$ 640.00	\$ 130.00	\$ 9,660.00
<i>Reimbursables</i>									\$ 200.00
Subtotal Task 1									\$ 9,860.00
Task 2									
Task 2 Phase 2 Environmental Permitting and Documentation									
60% JARPA - Draft and Final	1	8		8	20		4	2	43.00
Narratives of Project Work - Draft and Final	1			4	8				13.00
<i>Subtotal hours</i>	2	8	0	12	28	0	4	2	56.00
<i>Subtotal labor</i>	\$ 340.00	\$ 1,160.00	\$ -	\$ 1,500.00	\$ 2,520.00	\$ -	\$ 320.00	\$ 130.00	\$ 5,970.00
<i>Reimbursables</i>									\$ 200.00
Subtotal Task 2									\$ 6,170.00
Task 3									
Task 3 Project Meetings and Agency Coordination									
Coordination Meetings (6)		24	8	12			6	1	51.00
City of Covington (pre application) (completed)									-
City Council and Coordination and Hearings		16							16.00
<i>Subtotal hours</i>	0	40	8	12	0	0	6	1	67.00
<i>Subtotal labor</i>	\$ -	\$ 5,800.00	\$ 1,120.00	\$ 1,500.00	\$ -	\$ -	\$ 480.00	\$ 65.00	\$ 8,965.00
<i>Reimbursables</i>									\$ 300.00
Subtotal Task 3									\$ 9,265.00
Total Estimate									\$ 25,295.00

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE PARKS, RECREATION AND OPEN SPACE PLAN UPDATE

RECOMMENDED BY: Scott Thomas, Parks and Recreation Director

ATTACHMENT(S):

1. Professional Services Agreement
2. Scope of Work
3. Project Fees

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:

The purpose of the Parks, Recreation and Open Space (PROS) Plan is to involve the public through meaningful outreach to learn the community's highest priorities for parks and recreation facilities and program needs and develop a plan of action to meet those needs for a six to ten year time frame. The City's first PROS Plan was adopted in 2010, but is now due for an update.

In addition to guiding the City's planning efforts, a current PROS Plan, updated every six years, is also necessary to receive significant grants from the state Recreation and Conservation Office (RCO). This updated plan must be completed and accepted by the RCO before March 1, 2016 for the City to be eligible for these grants.

Five consultants submitted proposals. There was strong competition, with proposals coming from local and national firms in the Seattle area, Portland and as far away as Colorado. The proposals were evaluated and ranked by Scott Thomas, Laura Morrissey (Parks Commission Chair), Angie Feser, Pat Patterson and Rachel Bahl. Three firms advanced to interviews, which were conducted by Scott, Angie, Pat, Rachel and David Aldous (Parks Commissioner). The team led by Conservation Technix was selected based on the strength of their experience, their public participation plan, creative use of technology for valuable survey results and the expertise and composition of the team.

ALTERNATIVES:

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

FISCAL IMPACT:

The cost of the project is \$80,000 including contingency. Partial funding of \$40,000 was provided in the 2015 parks operating budget through a decision card. The remaining \$40,000 is funding allocated for the Cedar Creek Park housing demolition. Currently, the City is in negotiations with King County for the transfer of the park property. When that occurs, the

demolition allocation will no longer be needed for Cedar Creek Park and the money will be used for the PROS Plan Update project.

CITY COUNCIL ACTION: ___Ordinance ___Resolution X Motion ___Other

Council member _____ moves, Council member _____ seconds, to authorize the City manager to execute a contract with Conservation Technix, in substantial form as that attached hereto, to complete the Parks, Recreation and Open Space Plan update.

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

**CITY OF COVINGTON
AGREEMENT
ARCHITECTURE/ENGINEERING SERVICES**

ATTACHMENT 1

THIS AGREEMENT FOR SERVICES is entered into this 24th day of March, 2015, by and between the City of Covington (“City”), a Washington municipal corporation, and Conservation Technix, an architectural/engineering services consultant (“Consultant”).

RECITALS

- A.** The City seeks the services of an architectural/engineering consultant to perform an update of the Parks, Recreation and Open Space Plan 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 in 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, 2016 (“Term”), unless earlier terminated under the provisions of this Agreement. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

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

4.1.1. ___ 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. X An amount not to exceed \$80,000; 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 (10) 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. Books and Records. The Consultant agrees to maintain books, records, and documents that 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.

6. 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 the 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 this 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.

7. Ownership and Use of Documents. Any and all original 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 the Consultant shall be disclosed to any person or party other than the City without the City's prior written consent.

8. Independent Contractor. It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Consultant sick leave, vacation pay, or any other benefit of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. The Consultant shall 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.

9. Indemnification. The consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence

of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Insurance. The Consultant shall at a minimum procure and maintain for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives, or employees and in such forms and with such carriers who have a rating satisfactory to the City:

10.1. X Professional Liability. 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.

10.2. X Employer Liability. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.

10.3. X Commercial General Liability. 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.

10.4. X Automobile Liability. 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.

10.5. Additional Requirements.

10.5.1. The City shall be named as additional insured on all above required insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program.

10.5.2. Required insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.5.3. All required 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 of this Agreement is actually terminated or upon project completion and acceptance by the City.

10.5.4. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such above required coverage and, at the City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies.

10.6. The Consultant's maintenance of insurance as required above 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.

10.7. The Consultant's failure to maintain such insurance policies as required above 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.

11. Termination.

11.1. This Agreement may be terminated at any time, with or without cause, by the City.

11.2. Upon termination, 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 (5) business days of the date of termination. 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. 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.

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

18. 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.

19. Successors. Subject to any limiting provisions of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives, successors, and assigns.

20. 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.

21. 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 to the address included in the signature block below, or to such other person or place as one party shall furnish to the other 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.

22. Governing Law / Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

23. 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.

24. 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.

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

26. 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.

27. 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

CONSERVATION TECHNIX

By: Regan Bolli
Its: City Manager
16720 SE 271st Street, Suite100
Covington, WA 98042

By: _____
Its: _____
Address: P.O. Box 12736
Portland, OR 97212

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

Project Scope

Task 1: Project Initiation & Management

Hold a project kick-off meeting with City staff to refine the scope of the project and to consider the following:

- Review and discuss the overall goals, objectives and milestones for the project; Define a public participation plan.
- Identify key stakeholders including agencies, organizations and individuals; Discuss community interests and issues.
- Discuss any concurrent planning efforts underway to assess need for integration and/or coordination of efforts.

Hold periodic project coordination/progress meetings with City staff to review and discuss work products, prepare for community outreach and develop plan implementation strategies.

Task 2: Existing Conditions & Baseline Analyses

Task 2.1. Review of Existing Plans & Studies

Review and analyze all pertinent, existing print and electronic City-wide planning materials, including the City Comprehensive Plan, existing PROS Plan, Park Impact Fee study, budget and past surveys, among others. Review and validate the parks, open space and recreation goals of the comprehensive plan and other policy statements.

Task 2.2. Demographics & Trends

Compile relevant statistics and data to include Census figures and Washington OFM projections to profile population trends and other socioeconomic conditions. Examine recent studies and regional statistics, such as the Washington SCORP, NRPA data and sports industry association data, to develop a trend assessment uniquely-focused toward the City's offerings.

Task 2.3. Base Mapping & Spatial Analysis

Utilize GIS to analyze the parks and recreation system against distribution, proximity and accessibility criteria and identify potential shared uses or multiple uses of public lands for recreation. Our team has strong skills in GIS and CAD, and we offer a unique method of assessing service areas and system deficiencies. We utilize a network-based watershed gap analysis that can illustrate areas of the city with optimal parkland access, as well as highlight areas underserved by park and recreation facilities.

Task 2.4. Parkland, Amenity & Facility Inventory & Assessment

Expanding upon existing City documentation, conduct a physical assessment of existing parks, open spaces, beaches and facilities to identify potential needs for improvement, enhancement or renovation, along with opportunities to establish or improve operational practices. Meet with operations staff to discuss facility

needs, best management practices or challenges regarding the planned and potential growth of system assets and facilities.

Task 3: Community Engagement

We propose a thorough and transparent public process to enliven, inform and validate the Plan update.

Task 3.1. Public Participation Plan

The City of Covington is seeking a creative approach to facilitate a public conversation. We will facilitate this conversation, offering strategies and tactics. We will begin by ensuring the outreach goals defined in the RFP will yield the results the City is hoping to achieve. We will utilize the project kick-off meeting to clearly identify realistic goals, measurements of success, define roles, finalize an outreach strategy and develop a stakeholder database. We will prepare a public participation plan to define the methods and tools connect with community members (i.e., public meetings, stakeholder sessions, survey, etc.) and to distribute project information (i.e., project fact sheet, frequently asked questions, project website, press releases, etc.).

Task 3.2. Community Survey

Working closely with City staff and the project team, ETC Institute will design and implement a community survey to identify general community sentiment and preferences, needs, demand and the general use of parks, recreation programs/facilities and to inform and guide the direction and development of the system master plan. The survey will be up to 6 pages in length (allowing for 24-32 questions, many with multiple components) and take 10-12 minutes to administer by phone.

ETC Institute will prepare a sampling plan that will ensure the completion of at least 300 surveys of resident households (at least +/-5.6% at the 95% level of confidence). ETC Institute will design the sample so that a mail survey is first sent out by first class mail to a random sampling of residents, including a metered return envelope to ETC Institute). The mail survey will also contain a message in the cover letter to non-English speaking households (e.g., Spanish) that will provide a 1-800 phone number to call to have the survey administered over the phone in that language and the web address for those who want to take the survey by the web. ETC Institute will develop a web version of the survey. Two days prior to receiving the mailed survey, each resident household receiving a survey will receive an electronic voice message, informing them about the survey and encouraging them to complete the survey. An extensive phone follow-up is conducted either to encourage completion of the mailed survey or to administer the survey by phone.

Following the close of the survey, ETC Institute will perform data entry, editing and verification of the survey responses for each survey. Data will be collected and analyzed by subarea for subgroup comparisons. We will analyze responses and prepare summary findings.

Task 3.3. Stakeholder & Focus Group Discussions

We will conduct up to two small focus group discussions and up to 4 individual stakeholder interviews to more deeply address areas of partnerships, programming, service delivery or community needs. Information from these sessions could be used to aid in the development of action strategies or discuss and consider alternative funding scenarios. Potential stakeholders may include the Kent and Tahoma School Districts, sport groups, recreation program users, private fitness clubs, civic clubs (i.e., Rotary, Lions, Kiwanis), Chamber of Commerce, Covington Economic Development Council, among others.

Task 3.4. Community Workshops & Events

Coordinate and facilitate two public meetings and attend one community event (i.e., Covington Days), with logistics support from City staff, to solicit feedback and guidance from the general public in the development of the plan update.

Community Meeting #1 - Visioning: Host a community meeting to explore the future vision of the parks, recreation and trails system, along with program and facility opportunities. Identify with residents any non-traditional or non-city recreation providers, local associations and other interested parties who might provide critical information to the plan. Residents will be asked to add richness to the inventory data and help in confirming field observations about park and facility needs and opportunities. Explore ideas about recreation programming interests and facility needs.

Community Event: Attend a community event, such as Covington Days, to offer residents a progress update on the Plan, along with a summary of survey results. Identify with residents important upgrades, expansions or enhancement projects that could be reflected in the capital facilities plan.

Community Meeting #2 - Draft Plan Presentation: Present and review the preliminary draft Plan and seek feedback in specific areas, such as capital project priorities, partnerships and implementation strategies. Solicit input on recommendations for a connected system of parks and trails corridors and linkages with schools, retail areas and neighborhoods.

For each meeting, we will prepare presentation materials specific to the session's format and intent, facilitate group discussions, record public comments and produce meeting summaries.

Task 3.5. Public Information & Interactive Communications

Coordinate with the City to prepare and circulate informational materials to inform the public about the project and research findings. Work with staff to outline and prepare project webpage content for the City's website to promote meetings, allow access to project materials and give transparency to the process, as well as include meeting notices, meeting minutes, presentation graphics and draft and final reports. Administer and utilize the MindMixer platform (mindmixer.com) for an integrated, on-going online community discussion. The tool allows for seamless integration with more traditional public meeting styles and surveys. It enables residents to submit ideas, feedback and answer questions about key issues or topics, and it can be linked to the City's social media. Prepare content for distribution via the City's social media platforms. It is assumed that the City will manage its social media platforms and content posting.

Task 3.6. Internal Department Staff Meeting

Meet with Parks & Recreation Department leadership and key staff as a unique stakeholder to the process during the preparation of the Plan. Discussions will focus toward visioning, challenges, opportunities and unmet demands. Staff discussions will also confirm community concerns and issues and will be a sounding board for Plan recommendations.

Task 4: Recommendations & Analyses

Task 4.1. Park Level of Service Assessment & Benchmarking

Coordinate with staff on the approaches to service standard assessments, which may include NRPA's PRORAGIS database, comparable cities and local history. Utilize survey and national data to compare the City against other comparable jurisdictions. Review current park classifications in terms of hierarchy,

appropriateness and function, and discuss the potential for locally-relevant revisions to classifications to fit with local recreation needs, staff direction and an estimate of financial implications.

Task 4.2. Recreation Program Assessment & User Fee Analysis

Assess and analyze the City's current recreation offerings, including contracted programs. Conduct a recreation user fee analysis for programs and facilities and explore cost recovery options. Utilize current trends and national and regional sports/exercise survey data to provide insight into programs and services and to estimate future demand. Prepare recommendations that describe City's future role in delivering recreation services in relation to the roles of other providers and recommendations for expanding recreation programs and services. Ballard*King will lead this task, and it includes two visits from Ballard*King.

Task 4.3. Needs Assessment Summary & Action Plan

Summarize findings and statistics and specifically address potential facility, park, trail, program and maintenance improvements to meet the service demands requested by the community and stakeholders.

- Synthesize information from public outreach, program and facility evaluations, inventory analysis and demographics.
- Consider park system classifications, definitions and service standards based on resident input, staff direction and an estimate of financial implications.
- Consider recreation program needs based on resident input, staff direction and an estimate of financial implications.
- Prepare a gap analysis to identify demand, assess the capacity of the existing facilities, and assess if there are gaps in service or capacity.
- Prepare a gap analysis to identify demand of recreation programs and assess if there are gaps in service or capacity.
- Identify potential areas to serve as future parks and define the program for acquisitions and development.
- Identify priorities for recreation program creation, expansion or enhancement.

Task 5: Preliminary Plan Development

Task 5.1. Preliminary Draft Parks, Recreation & Open Space Plan

The draft Plan will outline a framework for the improvement of recreational amenities, expansion of recreation program offerings and identification of potential acquisitions responsive to the specific needs of the community. This framework will help clarify funding, program objectives, development or resource goals. The draft Plan will include chapters detailing the public process, inventory, community needs, goals and implementation actions and strategies - consistent with RCO guidelines. The Plan will incorporate the following:

- Clear goals and discrete policies for park, beach, trail, open space and recreation facility delivery
- Potential public funding sources, grants and strategic partnerships with private entities
- Opportunities for cooperative arrangements with the school district, civic groups, private development community, businesses and initiatives with nearby municipalities

Following the staff and stakeholder review of the preliminary draft plan, we will revise the document and produce a public draft Plan for distribution to and review by the Parks & Recreation Commission, Planning Commission, City Council and general public. We will provide an electronic copy and one print-ready copy to the City for use in making sufficient print copies for distribution to staff and Commission members.

Task 5.2. Capital Improvements Plan

Update the existing Capital Improvements Plan that identifies in priority order and sequences the actions necessary to implement Plan recommendations. Generate initial cost projection for all proposed facility, park and recreation components, renovation and redevelopment, potential land acquisition and potential new development. Prepare a strategy and priorities for phased implementation of proposed recommendations. Capital improvements plan components will be organized based on funding availability, ease of implementation and construction cost. Examine the cost of the capital improvements plan with existing or potential funding and grant options.

Task 6: Plan Review & Approval

Task 6.1. Parks & Recreation Commission Review

Conduct two study sessions with the Commission for their review and comment. The sessions will focus on the draft Plan and highlight the key considerations about services, policies, program strategies and capital priorities. Comments and direction will be incorporated into the Plan and provided to staff for circulation to City Council.

Task 6.2. Planning Commission Review

Conduct a study session with the Commission for their review and incorporate comments into the Plan.

Task 6.3. City Council Review

Attend two work sessions with City Council to present the draft Plan with staff and review the key findings, financing measures, policy recommendations and implementation strategies and to receive Council's comments prior to formal approval.

Task 6.4. Plan Revisions & Final Documentation

Incorporate final comments to finalize the Plan. Coordinate with staff regarding the final approval of the Plan by City Council. Produce the PROS Plan and executive summary in booklet format, delivered in electronic format and one print-ready copy. It is assumed that the City will produce print copies of the final documents for circulation. A CD of all deliverables will be provided in digital formats at project completion.

Project Fees

To complete the scope of work identified in the Scope of Work section of this submittal, we propose a total not-to-exceed cost (including expenses) of \$71,967. Staff rates and a fee summary are listed below.

Staff Rates

Firm	Staff	Billing Rate
Conservation Technix	Principal	\$ 130
	Senior Associate I	\$ 115
	Senior Associate II	\$ 105
	Associate	\$ 95
MacLeod Reckord	Principal 1	\$ 155
	Principal 2	\$ 140
	Landscape Designer 1	\$ 98
	Landscape Designer 2	\$ 92
Ballard*King	Principal	\$ 135
	Senior Associate	\$ 85
ETC Institute	Sr Vice President	\$ 200

Fee Summary

TASK	Fee Subtotal	Percent of Total Fee	Conservation Technix	MacLeod Reckord	Ballard*King	ETC Institute
Task 1: Project Initiation & Management	\$ 1,820	3%	\$ 1,820	\$ -	\$ -	\$ -
Task 2: Existing Conditions & Baseline Analyses	\$ 11,440	16%	\$ 6,810	\$ 4,630	\$ -	\$ -
Task 3: Public Engagement	\$ 27,235	38%	\$ 11,445	\$ 4,790	\$ -	\$ 11,000
Task 4: Recommendations & Analyses	\$ 14,840	21%	\$ 3,600	\$ 1,240	\$ 10,000	\$ -
Task 5: PROS Plan Development	\$ 6,865	10%	\$ 5,780	\$ 1,085	\$ -	\$ -
Task 6: Plan Review & Approval	\$ 4,390	6%	\$ 4,390	\$ -	\$ -	\$ -
Direct Costs	\$ 5,050	7%	\$ 1,930	\$ 120	\$ 3,000	\$ -
Overhead	\$ 327	0%	\$ 327			
GRAND TOTAL	\$ 71,967					

Agenda Item 3

Covington City Council Meeting

Date: March 24, 2015

SUBJECT: APPROVAL OF CONSULTANT CONTRACT AND SCOPE OF SERVICES WITH HELIX DESIGN GROUP FOR DESIGN DRAWINGS OF TOWN CENTER, CITY HALL & PUBLIC PLAZA AND AUTHORIZE THE CITY MANAGER TO SIGN SAID CONTRACT.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Consultant Contract for Services with Exhibit A-Scope of Services, Project Description & Timeline

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:

In February 2014, city council authorized staff to partner with Panattoni Development Company LLC and their partnership team, consisting of several sub-consultants, including Helix Design Group, to explore partnership and development opportunities in the Town Center and evaluate the feasibility of a public-private Town Center partnership. The partnership includes options for purchasing Covington Elementary School, located on SE Wax road, from the Kent School District and setting aside a portion of the site to be a focal point for Covington's Town Center to include a new city hall, public plaza and public green spaces. The remainder of the site would be developed with mixed use as outlined in the city's 2009 Downtown Plan.

In January 2013, the City of Covington entered into an agreement with the Kent School District for a Right of First Offer on the property which is set to expire in December 2016. The Kent School District has indicated it is considering selling the property in the next several years if they are successful with a bond issue to support construction of the new elementary school. The school district wants to sell the existing 16.6 acre site, on SE Wax Road, and build a new larger elementary school at the southwest corner of SE 256th St. and 156^h Ave SE in Covington. In anticipation for purchase of the current Covington Elementary property, the city will need to develop concept design plans and elevations for public outreach and presentation to the city council. It is critical that some pre-planning for the concept design and town center imagery take place to develop ideas for public outreach and discussion.

Panattoni and Helix Design Group have developed a proposal for consideration by the city council to develop a concept design proposal including plans, elevations, massing models and digital pictures. This work is the logical first step for review by the council if the city desires to move forward with a public private partnership to develop the Covington Town Center.

The City proposes to fund the \$32,000 cost for further study and conceptual design from the current 2015 council contingency funds. The design study will take approximately 3-4 months

and should be complete by July, 2015. At that time, the concept design will be presented to the city council with a process for public outreach.

ALTERNATIVES:

1. Return the contract and scope of services to the city staff for revisions as directed by the council.
2. Do not fund any design study and concept imagery of the Covington Town Center at this time.

FISCAL IMPACT:

Fiscal impact involves \$32,000 set aside in the city council contingency fund as part of the 2015 city budget.

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

Council member _____ moves, Council member _____ seconds, to approve the consultant contract and associated scope of services with Helix Design Group to complete a concept design study and drawings of the proposed Covington Town Center and authorize the city manager to sign such contract is substantially the same form as attached.

REVIEWED BY: Finance Director; City Manager; City Attorney.

**CITY OF COVINGTON
CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is entered into by and between the City of Covington, Washington, a Washington municipal corporation (the "City"), and Helix Design Group (the "Consultant"), a Washington S Corporation. The City and the Consultant are collectively referred to in this Agreement as the "Parties", and each individually as a "Party".

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

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the Parties hereto agree as follows:

- 1. Scope of Services.** The Consultant shall perform those services described on Exhibit A, Scope of Services, attached hereto and incorporated herein by this reference (the "Services"), performed to the City's satisfaction, within the time period prescribed by the City, and pursuant to the direction of the City. 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. The Consultant shall not modify in any way the scope or schedule of the Services without the prior written approval of the City. Time is of the essence in every aspect of performance of the Services.
- 2. Term of Agreement.** This Agreement shall be in full force and effect from March 24, 2015, through and until July 31, 2015, unless sooner terminated under the provisions hereinafter specified.
- 3. Compensation and Method of Payment.** **The total amount to be paid under this Agreement shall not exceed thirty-two thousand dollars (\$32,000).** The City shall pay the Consultant for Services rendered on a time and expenses basis based upon the Consultant's rates as indicated on Exhibit B, Rates for Services (the "Rates"), attached hereto and incorporated herein by this reference, and upon receipt of invoice from the Consultant. The Consultant shall not amend the Rates in any way without prior written approval from the City. Payment will only be made by the City after the Services have been satisfactorily performed, an invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment by the City shall be made no later than ten (10) days after said approval. 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. 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.
- 4. Independent Contractor.** It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that 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 be solely responsible for its acts and for the acts of its agents, employees, sub-consultants, or representatives during the performance of this Agreement. 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.
- 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, as applicable. The Consultant shall be responsible for the professional quality, timely completion, and coordination of all plans, designs, drawings, specifications, reports, and/or any other work product 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 the 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 this Agreement or failure to meet the professional standard of care and skill, or both. 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 records, reports, designs, files, documents, drawings, specifications, data, or information, regardless of form or format or if finished or unfinished, and all other materials prepared or produced by the Consultant in connection with the Services under this Agreement (the "Materials") shall be the property of the City whether the project or purpose for which they were created is executed or not. At the termination or expiration of this Agreement, any and all such Materials or information remaining in the possession of the Consultant shall be delivered to the City in their original format, or any other available format as requested by the City, within five (5) business days. No confidential information obtained or created by the Consultant shall be disclosed to any person or party other than the City without the City's prior written consent.

7. Record Keeping and Reporting. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs associated with performance of the Services required under this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement for a period of six (6) years after the expiration or termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement.

8. Indemnification. The Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims for damages, losses, or liability, including attorney's fees, arising out of or resulting from the negligent act, omission, or failure of the Consultant, its officers, agents, and employees, in performing the Services under this Agreement. WITH RESPECT TO THE PERFORMANCE OF THIS AGREEMENT AND AS TO CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, THE CONSULTANT EXPRESSLY WAIVES ITS IMMUNITY UNDER TITLE 51 OF THE REVISED CODE OF WASHINGTON, THE INDUSTRIAL INSURANCE ACT, FOR INJURIES TO ITS EMPLOYEES, AND AGREES THAT THE OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDED FOR IN THIS PARAGRAPH EXTENDS TO ANY CLAIM BROUGHT BY OR ON BEHALF OF ANY EMPLOYEE OF THE CONSULTANT. THIS WAIVER IS MUTUALLY NEGOTIATED BY THE PARTIES. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, or employees, the Consultant's obligation to indemnify, defend, and hold harmless the City is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agents, and employees. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. The Consultant shall at a minimum procure and maintain for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees and in such forms and with such carriers who have a rating satisfactory to the City [*required insurance coverage under this Agreement is indicated with a checkmark – if not required, indicate with "NA"*]:

9.1. X **Professional Liability.** 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.

9.2. NA **Employer Liability.** Workers' compensation and employer's liability insurance in amounts

sufficient pursuant to the laws of the State of Washington.

9.3. NA **Commercial General Liability.** 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.

9.4. X **Automobile Liability.** 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.

9.5. **Additional Insurance Terms and Requirements.**

9.5.1. The City shall be named as additional insured on all above required insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program.

9.5.2. Required insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

9.5.3. All required 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 of this Agreement is actually terminated or upon project completion and acceptance by the City.

9.5.4. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such above required coverage and, at the City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies.

9.5.5. The Consultant's maintenance of insurance as required above 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's failure to maintain such insurance policies as required above 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. Termination. This Agreement may be terminated by either party without cause at any time upon written notice to the other. Upon termination, all finished or unfinished Materials prepared by the Consultant pursuant to this Agreement shall be submitted to the City pursuant to Section 6 herein. The Consultant shall be entitled to payment for all Services satisfactorily performed and reimbursable expenses incurred to the date of termination.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental

or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the Services contemplated by this Agreement without the prior written consent of the City.

13. Entire Agreement /Amendments. 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. This Agreement may not be modified or amended except by writing signed by all Parties hereto.

14. 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.

15. 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.

16. Notices. All notices, payments, and other communications hereunder shall be in writing and shall be deemed duly given if emailed, personally delivered, or mailed by first class or certified mail, with postage prepaid, to the relevant address in the signature block below, or to such other person or place as a party shall furnish to the other in writing. Notices and payments shall be deemed given upon receipt of email or personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

17. Governing Law / Venue / Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington. 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.

18. 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.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

CITY OF COVINGTON

CONSULTANT

By: Regan Bolli
Title: City Manager
16720 SE 271st Street, Suite100
Covington, WA 98042

By: Bruce McKean
Title: Principal, Helix Design Group, Inc.
Address: 6021 12th Street East, Suite 201
Tacoma, Washington 98335

Email: rbolli@covingtonwa.gov

Email: BruceM@HelixDesignGroup.net

DATE: _____

DATE: _____

ATTEST/AUTHENTICATED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By: _____

February 23, 2015

Mr. Bart Brynestad, Partner
Panattoni Development Company, LLC.
6840 For Dent Way, Suite 350
Seattle, WA 98188

RE: Covington Town Center Planning/Imagery.

Dear Bart:

Following our recent discussion, we are pleased to submit the attached revised proposal matrix. The revisions include deletion of consultants' time associated with the "Gather Information" task, assigning this to the City. We have also added a detailed description of project approach and deliverables, and a proposed schedule. See attached.

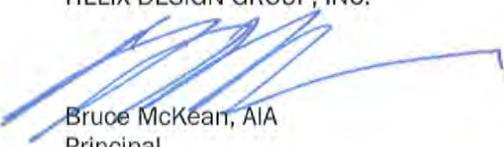
As we all agree, the goal of the 'Planning/Imagery' exercise is to develop practical planning options that will allow the Town Center Development to take the next step in planning and marketing of the properties within the Town Center frame. The intent of our work is to create a base site plan that assembles separate existing site drawings into one consolidated document that we can work from, including existing and proposed buildings, zoning information, etc. From this we will identify key issues and relationships that allow us to develop conceptual ideas. The accepted ideas will then be illustrated in plain view as well as three dimensional images.

In our considered opinion, the proposed level of effort is reasonable in order to provide the City with sufficient and reliable options and images upon which to base informed, important decisions regarding further development of this very important planning process.

As shown in the attached revised matrix, we propose to provide the services and deliverables shown for a fee of \$32,000. This fee includes reimbursables and sub-consultant mark-up.

We hope this revised proposal is acceptable. If you have any questions, please call me. In the meantime, we look forward to working with you on another exciting assignment.

Sincerely yours,
HELIX DESIGN GROUP, INC.



Bruce McKean, AIA
Principal

Attachments

Covington Town Center Concept Plan

2/23/2015

Covington Town Center Concept Plan Fee Proposal						
Tasks	Helix			Pardini		TOTALS
	Architects			Support Architect		
	Approx. Hrs.			Approx. Hrs.		
	Princ. Arch	Designer	Budgeted		Budgeted	Budgeted
Rates:	\$165	\$115		\$165		
Gather Information **By City**						
Zoning and Land Use Information						\$0
City Hall Programming and Feas. Study						\$0
Transportation Studies						\$0
Prior Citizen input						\$0
Market Study/Feasibility/Demand Projections						\$0
Subtotal	0	0	\$0	0	\$0	\$0
Base Mapping						
Assemble Digital Basemap		26	\$3,000			\$3,000
Rough out 3-d Frame		26	\$3,000			\$3,000
Subtotal	0	52	\$6,000	0	\$0	\$6,000
Meet with Stakeholders						
Adjacent Land Owners						
Shopping Center Managers/Owners						
Community Organizations						
Subtotal	0	0	\$0	0	\$0	\$0
Prepare Concepts						
Identify Key Issues				6	\$1,000	\$1,006
Confirm massing and market absorption				12	\$2,000	\$2,012
Prepare concept plan	8	8	\$2,000	18	\$3,000	\$5,018
3d massing		26	\$3,000	30	\$5,000	\$8,030
Show Possible Variations that Address Key Issues	8	8	\$2,000	6	\$1,000	\$3,006
Prepare Summary Report	12		\$2,000	15	\$2,500	\$4,515
Subtotal	28	42	\$9,000	87	\$14,500	\$23,500
Reimbursables and Additional Services						
Additional Services						
Reimbursables			\$500		\$500	\$1,000
Subtotal	0	0	\$500	0	\$500	\$1,000
Sub-total Planning and Additional Services						
	28	94	\$15,500	87	\$15,000	\$30,500
Mark-up @ 10%					1,500	
TOTAL PLANNING and ADDITIONAL SERVICES	28	94	\$15,550	87	\$16,500	\$32,000

Covington Town Center

Process/Deliverables

Council Approval

Helix Architects to meet with City Council and explain the process of designing a City Hall. Helix will provide a review of team capabilities and a description of deliverables and how the final product will be useful in gathering comments from Citizens.

Gather Information

City Staff will compile digital zoning and land use information that pertains to the project. Elements of Agreements with adjacent shopping district, Developers, the School District, or others that could affect project will also be provided to the design team.

Review and Summarize

City staff will provide summary/criteria of planning, land use, zoning, and design guidelines to be used by the design team in preparing the City Hall Concepts. Included in this information will be required building height limitations and setbacks, parking requirements, landscape standards, proposed utility and roadway infrastructure plans. If City Parks and Recreation has plans for the facilities in the area they should also be included. A brief statement of project objectives from the City Staff would be appreciated (even if there are competing ideas). The design team will work closely with City Staff in compiling the design criteria.

Prepare Base Mapping

The Design Team will gather existing digital and graphic information to be used to compile/assemble a base site plan for the project area. The information will be in digital format for use by the design team and City of Covington. A 3D digital model will include the building envelope to assist with early concepts.

Constraints/Opportunity Sketches

Working from existing studies prepared for the City by other consultants the Design Team will prepare a conceptual building program. The program will serve as a basis for exploring various building configurations for one or multiple floor configurations. The Design Team will begin to look at building massing and placement to determine the best configuration that meets City

objectives and provides quality of life and other, at this time unknown, benefits. Specifically, street configurations, open space type and location, adjacent quality of life opportunities and maximizing the City's financial investment, will be addressed..

Brain Storm/Concept(s) 1

The Design Team will gather in the Helix Office and develop concepts for discussion with City Staff. These concepts will answer questions like: what concept provides the best value for construction dollars, or provides the most open space/recreational opportunities, or which will be the greatest stimulus for development of tax and revenue dollars. The concepts won't be thoroughly analyzed but will help framing opinions about what is important in the project and where the greatest "value" will be realized.

Meet with City Staff

Staff Members will gather with Design Team and critique the concepts presented. The information will help focus the team's efforts in delivering a final concept that responds to expressed goals and expectations.

Refine Concepts

Working from free hand sketches building massing and conceptual floor plan(s) will be prepared using 3D imagery. The images will not be building designs but rather massing models to identify the benefits (mentioned above) that different concepts provide. The concepts will primarily determine what the project priorities are and in helping to adjust the concept to realize the largest number. The preferred concept is rarely A, B or C. It typically becomes a combination of the best ideas.

Brain Storm/Concept(s) 2

The design team will review the concepts that are developed to this point and make adjustments for the meeting with the City Staff

Meet with City Staff

Working with the Design Team, City Staff will help shape the preferred concept for final development. The concept will have additional nuanced ideas added as it becomes more specific and the visualization helps observers in understanding what is possible. Conceptual site, floor plan and building elevations will begin to come together in a cohesive building envelope.

Finalize Concept(s)

Comments from the City Staff will be integrated with the final 3D images. A conceptual digital site plan, floor plan and building elevation will be prepared. Additional drawings may be necessary to explain a concept or identify an issue that must be explored in later project development.

Staff Review (Conference Call)

Conference call to discuss meeting with the City Council and issues to be addressed specifically in the presentation

Prepare Presentation

Power Point presentation with handout will be made. A summary of building floor plan area including City Hall and adjacent commercial development opportunities will be provided. No cost estimate will be provided because of unknown conditions, the quality of construction, and unknown benefits of a public/private partnership. Once the Council has had time to digest the presentation and gather input from the Covington Community discussions about the development process and costs will occur.

Council Presentation

ID	Task Name	Duration	Start
1	Council Approval	1 day?	Tue 3/10/15
2	Gather Information	9 days?	Tue 3/10/15
3	Review and Summarize	5 days?	Mon 3/16/15
4	Prepare Base mapping	10 days?	Mon 3/16/15
5	Constraints/Op Sketches	15 days?	Mon 3/23/15
6	Brain Storm/Concept(s)	3 days?	Wed 4/8/15
7	Meet With City Staff	1 day?	Fri 4/10/15
8	Refine Concept(s)	15 days?	Mon 4/13/15
9	Brain Storm/Concept(s)	2 days?	Wed 4/29/15
10	Meet With City Staff	1 day?	Thu 4/30/15
11	Finalize Concept(s)	20 days?	Mon 5/4/15
12	Staff Review (Conf Call)	1 day?	Fri 5/22/15
13	Prepare Presentation Report	10 days?	Mon 5/25/15
14	Council Presentation	1 day?	Tue 6/9/15

Project: Covington Town Center Conco
Date: Fri 2/20/15

Task: Milestone Summary

Legend:

- Project Summary
- External Task
- Inactive Milestone
- Inactive Task
- Manual Summary
- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only
- Finish-only
- External Task
- External Milestone
- Progress
- Deadline

SUBJECT: DISCUSS USE OF CITY SEAL

RECOMMENDED BY: Karla Slate, Communications and Marketing Manager

ATTACHMENT(S):

1. Covington City Ordinance No. 08-14

PREPARED BY: Karla Slate, Communications and Marketing Manager

EXPLANATION:

Background:

The Covington Economic Development Council (CEDC) intently worked on an effort to better define the City of Covington's brand. CEDC utilized several different research tools including focus group-type workshops, one-on-one interviews, citizen surveys, and the city's comprehensive plan and economic development element to inform their project work. Groups that participated in the workshops included CEDC, the Covington City Council, the Covington Chamber of Commerce, and the City of Covington's management team. One-on-one interviews were conducted with a variety of stakeholders including citizens, city staff, business members, commissioners, and council members.

Analyzing the data resulting from the research allowed CEDC to better understand the city's brand and move toward developing a new tagline and graphic identity to identify and market the city. A consultant assisted with studying the data and made a recommendation for a new tagline that accurately captures the public's feeling of the city: "Growing toward greatness." With the tagline developed, the project moved into the design phase. CEDC chose the final logo after considering twelve possible logo options.

CEDC presented the final city logo and tagline to the city council and the Covington Chamber of Commerce at a joint meeting of all three organizations on May 13, 2014. All three organizations fully supported CEDC's branding efforts and agreed that the new logo and tag line developed by CEDC should become the primary "mark" of the city, replacing the current use of the city seal as the logo. The city seal would remain as the formal symbol of civic authority and be used for official purposes, including documents requiring an official seal, and for mayoral/council use.

On May 27, 2014 city council approved the ordinance to adopt the new city logo and tagline.

Current Issue:

The city currently has no official policy regarding the use of the new city logo or the city seal. As referenced in the ordinance, brand guidelines were created to define and govern the use of the new city logo which would take the place of the city seal. Use of the city seal would remain, however, and was defined to be "used for official purposes, including documents requiring an official seal, flags, council chambers, and mayoral/council use."

Staff would like clarification on the intent for the seal to be used “used for official purposes, including documents requiring an official seal, flags, council chambers, and mayoral/council use.”

A policy example that would make sense for Covington based on the existing brand guidelines and consensus when the logo was adopted might look like this:

A. The city seal and the city logo are the property of the city of Covington. Both are a mark for the city but are used for different purposes. The seal is used for purposes of certifying official records and instruments of the city of Covington. The logo is a graphic symbol used to identify city programs, initiatives, partnerships, events and sponsorships.

B. The city clerk shall be the official custodian of the official seal for the city.

C. The city manager or designee is the official custodian of the official logo of the city.

D. The city clerk or designee is authorized to use the city seal on any ordinance, resolution, proclamation, commendation, certificate or other instrument approved by the city council or executed by the mayor or other city officers or officials; and to authenticate official documents in the conduct of official city business.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

CITY COUNCIL ACTION: ___Ordinance ___Resolution ___Motion X Other

Provide direction to staff

REVIEWED BY: City Manager

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING ORDINANCE NO. 40-97 TO ADOPT NEW PROVISIONS TO CHAPTER 1.20 OF THE COVINGTON MUNICIPAL CODE FOR A NEW CITY LOGO AND TAGLINE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the current logo of the City of Covington has served as the city’s logo and official seal since it was adopted in 1997; and

WHEREAS, the city council recognized the need for the city to have a new logo and tagline that represents and identifies the current and future state of the city; and

WHEREAS, the city has undertaken a thorough and lengthy process to develop a new city logo and tagline; and

WHEREAS, the city council, Covington Economic Development Commission, and Covington Chamber of Commerce reviewed the final proposed new city logo and tagline at a joint meeting on May 13, 2014, and support the adoption of each as the city’s new official logo and tagline, respectively, and for the city’s current logo to be used only as the city’s official seal;

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

Section 1. The following amendments to Chapter 1.20 of the Covington Municipal Code are hereby adopted:

Chapter 1.20
CITY SEAL, LOGO, AND TAGLINE

Sections:

- 1.20.010 Findings.
- 1.20.020 Seal Adopted.
- 1.20.023 Logo Adopted.
- 1.20.026 Tagline Adopted.
- 1.20.030 Purpose of seal, logo, and tagline.
- 1.20.040 Unauthorized use of the City seal, logo, and tagline.
- 1.20.050 Violation – Penalty.

1.20.010 Findings.

The City Council finds that the seal, logo, and tagline of the City adopted in ~~CMC 1.20.020~~ is this chapter are a symbol of the authority of the City and a valuable assets of its population. The council desires to ensure that only appropriate uses are made of the City seal, logo, and tagline.

1.20.020 Seal Adopted.

The City adopts the symbol depicted below as its official City logo seal:



The City logo seal depicts a vintage steam locomotive, No. 97, in the foreground against a stylized rendering of Mt. Rainier. The words "City of Covington" are integrated into the design.

1.20.023 Logo Adopted.

The City adopts the graphic depicted below as its common City logo:



The common City logo depicts three adjacent circles, each with three arrows inside pointing upward. The word "covington" is prominently placed below the circles and the tagline "growing toward greatness" is integrated into the design.

1.20.026 Tagline Adopted.

The City adopts the tagline "growing toward greatness" as its City tagline.

1.20.030 Purpose of seal, logo, and tagline.

The City seal, logo, and tagline shall be used for official purposes only and according to policies and branding guidelines developed by the city, or as authorized by the City Council.

1.20.040 Unauthorized use of the City seal, logo, and tagline.

Except as authorized by the City Council, the City seal, logo, and tagline shall not be used on or in connection with any advertising or promotion for any product, business, organization, service or article, whether offered for sale, for profit, or offered without charge. No person shall use a symbol, graphic, or any other image that imitates the City seal and/or logo or that is deceptively similar in appearance

to the City seal and/or logo. The City seal and/or logo may be used for illustrative purposes by the news media if the reproduction is incidental to a publication or broadcast, and may be used in political cartoons.

1.20.050 Violation – Penalty.

Any person who willfully violates this chapter is guilty of a misdemeanor and subject to punishment as set forth in Chapter 1.25 CMC. The City's right to prosecute under this section shall not affect its right to pursue civil or injunctive relief under Federal or State laws.

Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Corrections. Upon the approval of the city attorney, the city clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

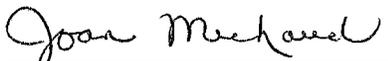
Section 4. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof this 27th day of May, 2014.


Mayor Margaret Harto

PUBLISHED: May 30, 2014
EFFECTIVE: June 4, 2014

ATTESTED:


for Sharon Scott
City Clerk

APPROVED AS TO FORM:


Sara Springer
City Attorney

Agenda Item 5
Covington City Council Meeting
Date: March 24, 2015

SUBJECT: PRESENT 2014 YEAR END FINANCIALS

PREPARED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S):

1. 2014 Fourth Quarter and Annual Report
2. Quarterly Performance Report Charts for All Funds
3. Major Revenue Comparison

EXPLANATION:

Attached are reports and charts that provide both summary and detailed information on revenues and expenditures for each of the city's operational funds.

It is the policy of the City of Covington and a requirement of state law (RCW 35A.34.240) to provide financial reports to the governing body on a quarterly basis.

FISCAL IMPACT:

No impact. This is an update on 2014 operational activity through fourth quarter as compared to budget.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

ASK QUESTIONS OF STAFF

REVIEWED BY: City Manager



ATTACHMENT 1

Economic & Revenue Summary

~WA State Economic & Revenue Forecast Council

- U.S. real wage growth remains weak.
- Nationally, home sales and residential construction activity weakened.
- U.S. non-farm employment increased by 252,000 net new jobs in December.
- U.S. real GDP growth was 2.6% in the fourth quarter and 2.4% for all of 2014.
- U.S. retail sales declined slightly in December.
- Washington initial claims for unemployment insurance reached a new post-recession low.
- Third quarter Washington personal income growth was strong due to information sector wages.
- Washington housing construction improved in the fourth quarter of 2014 and Seattle area home prices continue to rise.
- Washington exports reached an all-time high in the fourth quarter thanks to aerospace and agriculture.

2014 4th Quarter

Wrapping up 2014, sales tax surged in the 4th quarter, utility tax squeaked ahead of 2013 and REET submerged to its lowest level in three years. The general fund continues to be the go to fund for supporting streets and parks. Streets and Parks continue to rely heavily on outside help to provide service. Development had zero SFR building applications but revenues still outpaced 2013. Surface water continues to be a strong fund. With 2014 in the books, the city's overall financial picture remains above average. Areas of concern will continue to be monitored.

- Rob Hendrickson, Finance Director

Inside this issue:

Property Tax	2	Cash and Investments	6
Real Estate Excise Tax	2	Capital Investment Program	7
Retail Sales and Use Tax	3		
Utility Tax	3		
General Fund	4		
Public Works	5		
Development Services	5		
Parks and Recreation	5		

Property Tax

Property tax is collected by King County and distributed on a daily basis to all taxing agencies within the county. Since taxes are due on April 30 and October 30 each year, the major distributions are realized in early May and November.

Through the 4th quarter the City received \$2,458,371 or 101.3% of budget. It is \$180,035 or 7.9% above 2013 4th quarter collections.

Property tax is the most stable

2012	2013	2014
\$ 2,363,948	\$ 2,278,336	\$ 2,458,371

source of revenue the City has. It is one leg of the “three legged” stool which the General Fund relies on for revenue. The other two legs are sales tax and utility tax.

Property taxes are unrestricted. This means there are no restrictions on what the revenue can be used to

pay for within the City. Currently property taxes are allocated 100% to the General Fund.

This 2013 levy for 2014 collection is \$2,427,134 and the levy rate is \$1.55/\$1,000 assessed value. The cap for property tax collections is \$2.10/\$1,000 assessed value.

The City’s assessed valuation is \$1.62 billion—an increase of \$87.3 million or 5.71% over the previous year.

Real Estate Excise Tax (REET)

REET is a restricted revenue dedicated to paying debt service on the 2007 transportation bonds which paid for 168th Place SE/165th Place SE and loans from the Public Works Trust Fund. This tax is levied by the City on all sales of real estate

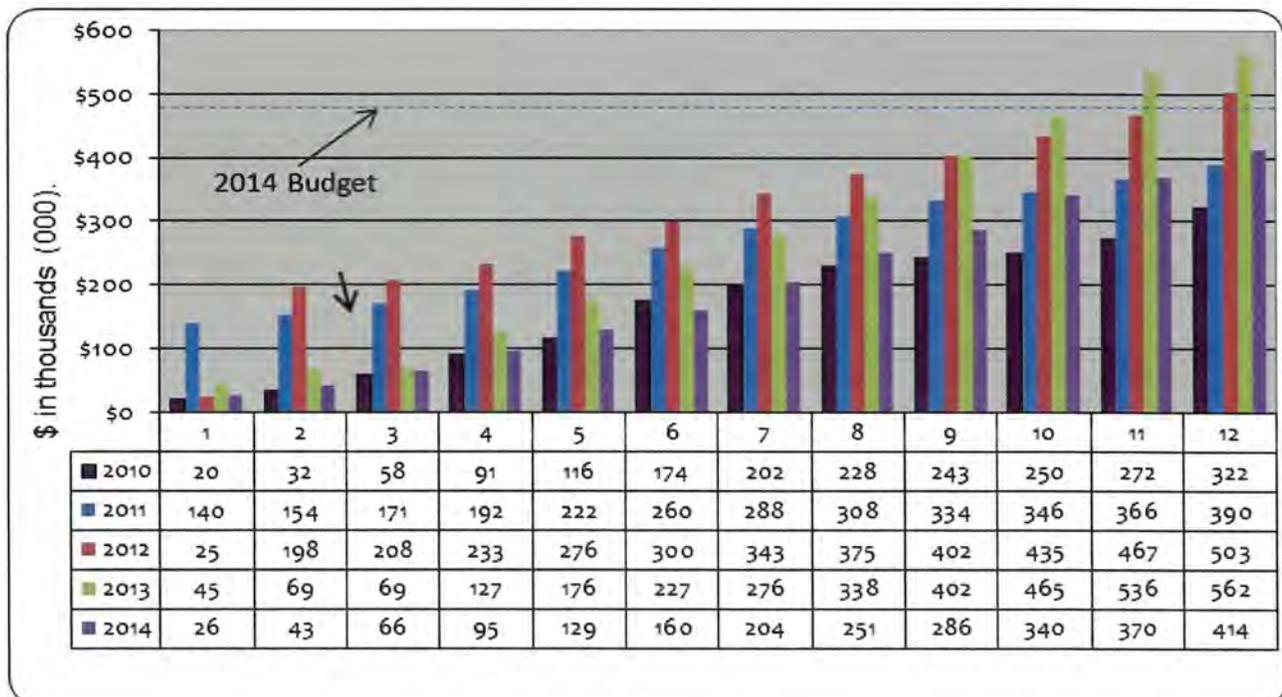
at the rate of one-half percent (two quarter percents).

Through December, collections are at \$414,449 or 86.4% of the \$480,000 budget.

There were 8 new home sales, 292

existing home sales, four land only sales, four building only sales, and one commercial sale through December.

Generally, existing home sales drive REET, but commercial sales add revenue rapidly and in large chunks.

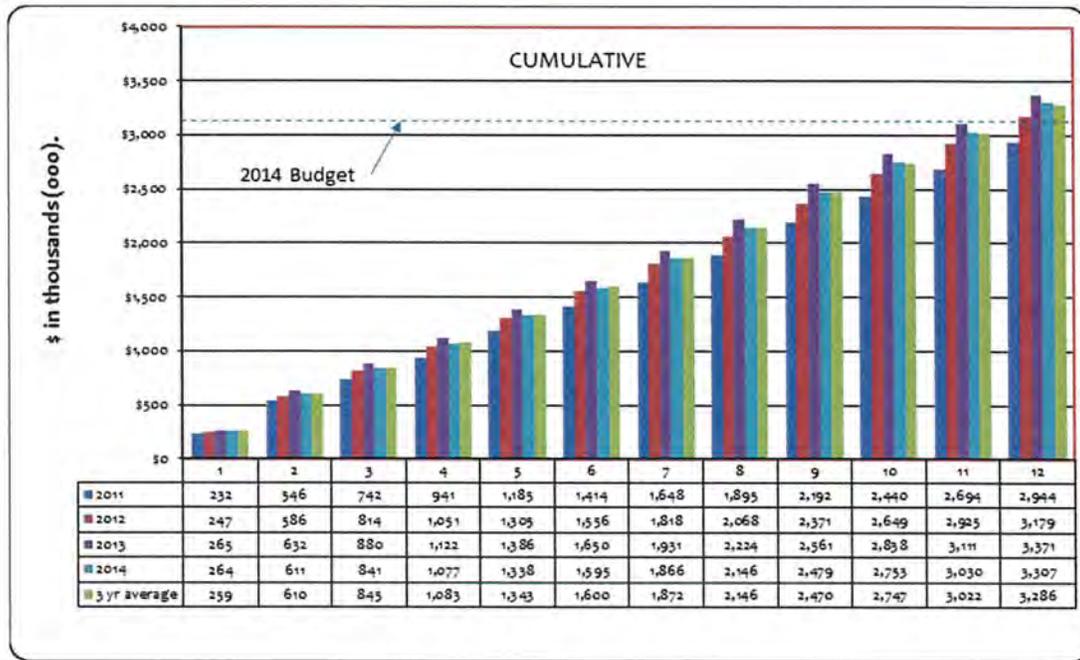


Retail Sales & Use Tax

Sales and Use Tax is the largest revenue source available to the City. It currently supports the General Fund at 84% and the Parks and Recreation Fund at 16%. The 4th quarter (on a

cash basis) is below 2013 levels by \$63,323 or 1.9%. Total collections are at \$3,307,265 or 94.3%. The budget for 2014 is \$3,507,000.

In year over year comparisons, retail sales increased by 3.9%, construction decreased 53.6%, food services was up 5.1%, and all other categories increased 6.6%.



Utility Tax

The City imposes a utility tax on electrical energy, natural gas, brokered natural gas, solid waste, cable television, telephone, and SWM at the rate of 6.0%.

The utility tax supports the general fund including debt service, streets, parks and parks CIP.

The 4th quarter ended slightly ahead of 2013 by \$52,026. Total collections were \$2,104,260 or 101.2% of budget. Electricity, natural gas, and solid waste are the categories behind 2013 collections of the same categories.



Utility	2013	2014
Electricity	\$703,332	\$687,759
Natural Gas	332,675	326,316
Solid Waste	197,733	156,238
Cable	289,208	317,326
Telephone	456,912	506,515
SWM	72,374	110,106
Total	\$2,052,234	\$2,104,260

GENERAL FUND

Annual operating revenues for the 4th quarter are 101.0% of budget or \$9.0 million. This is more than 2013 levels by about \$359,328. Sales tax outpaced 2013 4th quarter by 2.4% or \$16,162. On Y/Y stats, sales tax is lower than 2013 by \$53,191. For the 4th quarter utility tax is 13.4% lower than 2013 4th quarter. For the year, utility tax is 2.5% or \$52,026 higher than

2013 collections. Property taxes are higher than 2013 by \$180,035 or 7.9%.

Total expenditures including transfers out through December are \$8,843,664. This is more than 2013 by \$649,136 or 8.0%.

Overall, the fund came in below forecast at 97.1% of budget. Note in the chart below that some de-

partments are above the 100% mark. Part of the reason was the City Manager recruitment and the payout of the previous City Manager. Professional services for the town center infrastructure study are also included here.

Law enforcement costs were up slightly due to an increase in contract costs that came in after budget adoption.

GENERAL FUND DEPARTMENT BUDGET UPDATE

Department	YTD - 2013	% of Budget	YTD - 2014	% of Budget
City Council	\$ 433,303	90.2%	438,612	90.1%
Municipal Court	443,627	69.7%	418,483	65.6%
City Manager	894,922	91.0%	1,026,668	108.3%
Finance	511,004	95.0%	486,996	87.9%
Legal	68,289	91.1%	111,436	120.6%
Personnel	322,215	90.2%	380,470	105.6%
Central Services	690	0.0%	483,120	91.0%
Solid Waste	496,467	88.8%	999	0.00%
Law Enforcement	3,108,853	98.9%	3,318,868	102.2%
Community Development	571,342	170.8%	398,947	85.8%
Operating Transfers Out	1,333,815	102.6%	1,779,067	109.7%
TOTAL	\$ 8,184,528	97.4%	\$ 8,843,664	97.1%

PUBLIC WORKS

Public Works consists of Street Operations and Surface Water Management (SWM).

Street Operations is funded by franchise fees received from Comcast and a motor vehicle fuel excise tax—gas tax.

Franchise fees are below 2013 revenue by 101.1% or \$26,396 but ahead of forecast by 6.1%.

Total operating revenues are \$682,116 and other financing sources are \$284,099. At \$966,215

this puts total revenues at 108.6% for the 4th quarter.

The gas tax came in ahead of budget. The forecast is generated through Municipal Research Services Corporation (MRSC). The amount received is \$373,351 or 101.1% of budget. This is slightly higher than 2013 by \$6,201.

Total expenditures are under budget for the 4th quarter. Total expenditures are at 93.5% or \$888,651.

For the Street Operations Fund, revenues are exceeding expenditures by \$77,564.

SWM is primarily funded through drainage fees that are collected by King County. The City received \$1,712,999 or 97.6%. Total revenues are at 96.6% or \$1,869,822.

Total expenditures are at 87.5% or \$1,778,691. There are no transfers out to report.

SWM revenues exceeded expenditures by \$91,131 for the year.

DEVELOPMENT SERVICES

Revenue is at \$1,064,966 or 112.6% of forecast. This is a 21.7% increase over 2013 but still well below the average annual revenues of \$1.27

million since 2008.

The number of permits for single family residences are at 0 compared to 75 in 2013.

Operational expenditures came in at 97.5% or \$1,047,386.

2015 is expected to have more development.

PARKS and RECREATION

Parks is divided into five divisions: aquatics, maintenance, recreation, parks administration and athletics. Revenues are derived from a portion of sales tax (16%), aquatics revenue, recreation, athletics and some miscellaneous revenues such as rentals and interest earnings.

Revenue came in ahead of forecast at 99.8% or \$2,130,648—led by sales tax and aquatics revenue. Sales tax is 94.3% or \$529,162, aquatics revenue is \$662,737 or 108.9%, athletics revenue is \$83,964 and recreation revenue is \$42,826. Aquatics revenues exceeds 2013 in year over year results. However, sales tax dropped

from it's 2014 peak.

Year to date attendance is 111,281—ahead of 2013 by 1,281 or 1.1%.

Overall expenditures for the five divisions are 103.6% or \$2,177,005. Expenditures are exceeding operating revenues by \$46,357.

Cash & Investments

Total cash and investments total \$12,699,148. This exceeds December 2013 by \$293,385. The largest gainer is the General Fund, followed by Unemployment Compensation and Equipment Replacement. Seven funds saw their cash balances decline. However, the REET funds are intentionally zeroed out at year end.

The Local Government Investment Pool (LGIP) is currently earning 0.11% (as of December 2014). The City has \$10,064,268 invested with the LGIP.

Investments outside the LGIP total \$2,413,506.80 (market value). That is split between US Government Agencies and Municipal Securities.

The weighted yield of the portfolio with the state pool is 0.22% and without the pool is 0.67%. Average

days to maturity with the pool is 63.8 days or 0.17 years and without the pool is 339.75 days or 0.93 years.

There was no Investment activity for the quarter.

Cash on hand is kept at US Bank and various petty cash funds throughout the City.

The chart below reflects the amount of cash and investments allocated to each fund within the City compared to 2013. This is reconciled and updated on a monthly basis.



TOTAL GENERAL LEDGER ACCOUNTS

	as of 12/31/13	as of 12/31/14	Δ
GENERAL FUND	\$3,085,150.35	\$3,579,541.28	\$ 494,390.93
STREET FUND	378,478.34	422,151.76	43,673.42
CONTINGENCY FUND	418,360.59	421,576.47	3,215.88
CUMULATIVE RESERVE FUND	1,377,099.88	1,398,215.79	21,115.91
REET 1ST 1/4% FUND	80,761.86	-0-	(80,761.86)
REET 2nd 1/4% FUND	80,761.73	-0-	(80,761.73)
DEVELOPMENT SERVICES FUND	1,901,943.90	1,946,600.47	44,656.57
PARKS FUND	293,041.53	178,042.21	(114,999.32)
LID 99-01 GUARANTY FUND	52,430.78	-0-	(52,430.78)
LID 99.01 FUND	7,354.23	271.58	(7,082.65)
CAPITAL IMPROVEMENT PROGRAM	1,985,612.97	1,910,839.32	(74,773.65)
SURFACE WATER MANAGEMENT	2,278,963.39	2,279,436.11	472.72
UNEMPLOYMENT INSURANCE	185,245.21	233,843.60	48,598.39
EQUIPMENT REPLACEMENT	<u>280,557.82</u>	<u>328,629.48</u>	<u>48,071.66</u>
TOTAL ALL FUNDS	<u>\$12,405,762.58</u>	<u>\$ 12,699,148.07</u>	<u>\$ 293,385.49</u>

Capital Investment Program

Please see the chart below for current CIP activity.

Project #	Project Description	Revenues	Expenditures
1010	Covington Community Park Phase 2	\$209,511	\$209,511
1014	Jenkins Creek Park	69,581	69,581
1028	Annual Road Overlay	287,281	339,770
1029	Annual Traffic Safety	1,368	5,987
1057	SR 516 Safety Widening	320,997	321,322
1127	SR 516 Widening at Jenkins Creek	\$73,126	\$242,440

**CITY OF COVINGTON
FINANCE DEPARTMENT**

**16720 SE 271st St
Suite 100
Covington, WA 98042**

**Phone: 253-638-1110
Fax: 253-638-1122**

Rob Hendrickson - Finance Director
Casey Parker - Senior Accountant
Lindsay Hagen - Finance Specialist
Staci Cles - Accounting Clerk

City of Covington

ATTACHMENT 2

Quarterly Performance Report - General Fund

as of 12/31/2014

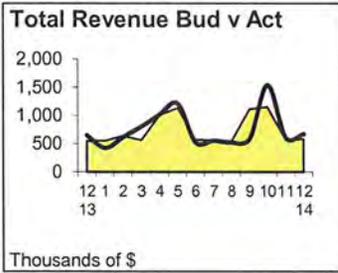


Chart 1

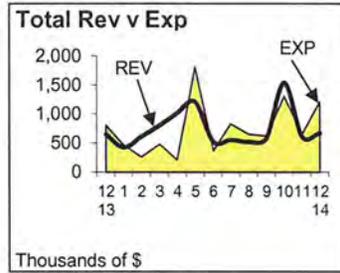


Chart 2

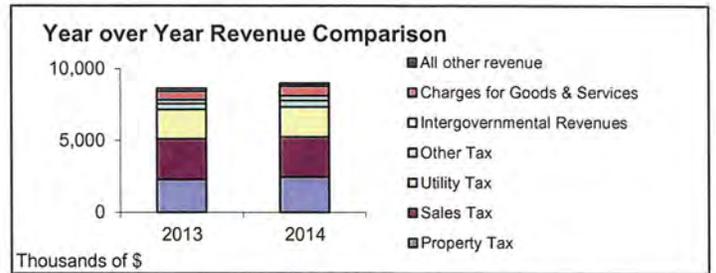


Chart 3

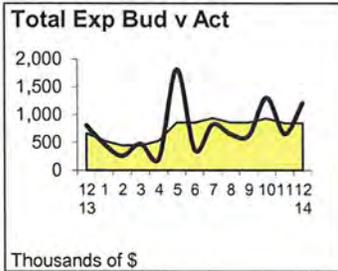


Chart 4

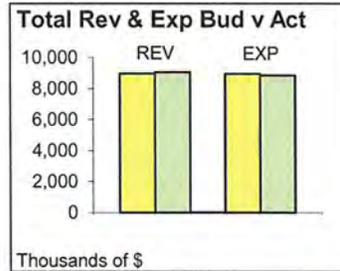


Chart 5

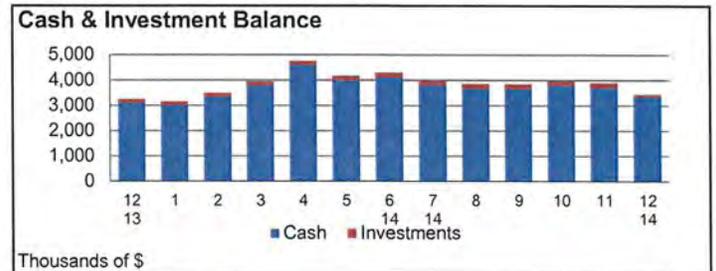


Chart 6

Rev & Exp - YTD	2014 Budget	2014 Actual	\$ Rem	% Coll YTD	2013 Actual
Property Tax	\$ 2,427.1	\$ 2,458.4	\$ (31.2)	101.3%	\$ 2,278.3
Sales Tax	2,945.9	2,778.1	167.8	94.3%	2,831.3
Utility Tax	2,080.1	2,104.3	(24.2)	101.2%	2,052.2
Other Tax	365.0	429.7	(64.7)	117.7%	394.2
Licenses & Permits	75.0	75.2	(0.2)	100.2%	37.5
Intergovernmental Rev	325.5	352.2	(26.7)	108.2%	278.9
Charges for Goods & Svcs	544.0	654.4	(110.4)	120.3%	593.8
Fines & Penalties	156.5	98.5	58.0	62.9%	122.8
Investment Interest	15.5	5.9	9.6	38.1%	7.1
Miscellaneous	41.0	90.6	(49.6)	221.1%	64.7
Total Operating Revenues	8,975.6	9,020.2	(44.7)	100.5%	8,660.9
Other Financing Sources	36.5	35.2	1.3	96.4%	10.9
Total Sources	\$ 9,012.1	\$ 9,055.4	\$ (43.3)	100.5%	\$ 8,671.8
Salaries & Wages	\$ 1,418.1	\$ 1,359.3	\$ 58.8	95.9%	\$ 1,292.7
Benefits	504.4	490.8	13.6	97.3%	495.7
Supplies	69.5	119.6	(50.1)	172.0%	54.9
Charges for Services	1,918.2	1,797.7	120.5	93.7%	1,846.9
Intergovernmental Svcs	3,893.9	3,766.2	127.7	96.7%	3,541.1
Capital	-	16.1	(16.1)	0.0%	39.5
Total Operating Expenses	7,804.1	7,549.7	254.4	96.7%	7,270.7
Other Financing Uses	1,299.9	1,294.0	5.9	99.5%	913.9
Total Uses	\$ 9,104.0	\$ 8,843.7	\$ 260.4	97.1%	\$ 8,184.5

Chart 7

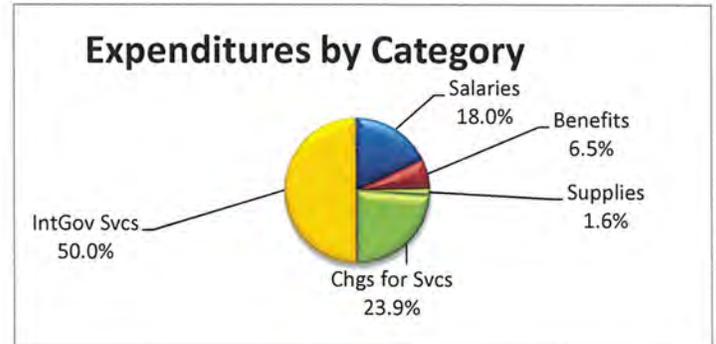
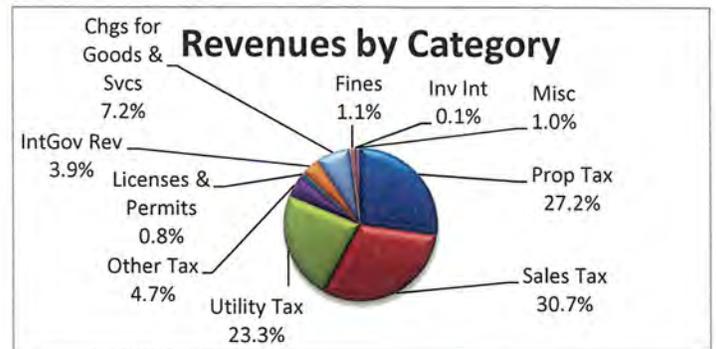


Chart 8 & 9

Legend	
—	Cur Year
 	Budget
 	Actual
Data in Thousands of \$	

City of Covington

Quarterly Performance Report - Street Operations

as of 12/31/2014

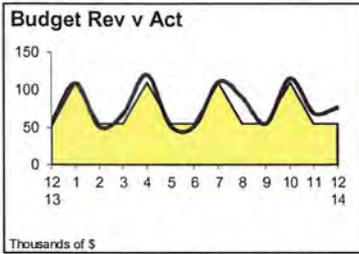


Chart 1

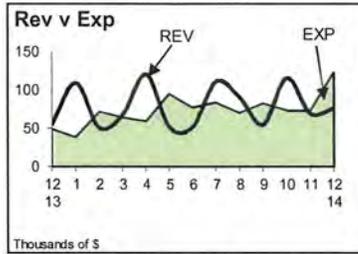


Chart 2

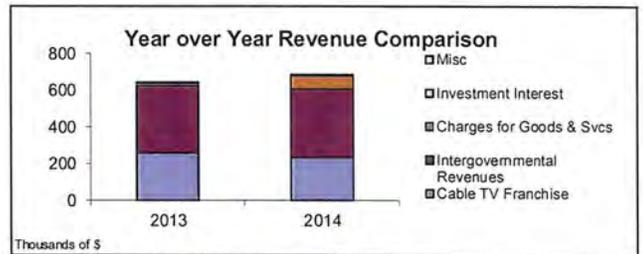


Chart 3

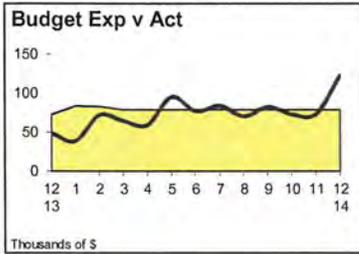


Chart 4

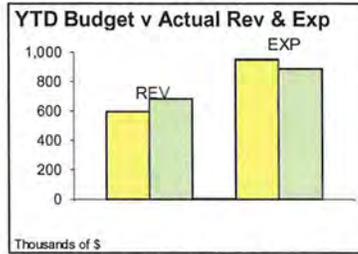


Chart 5

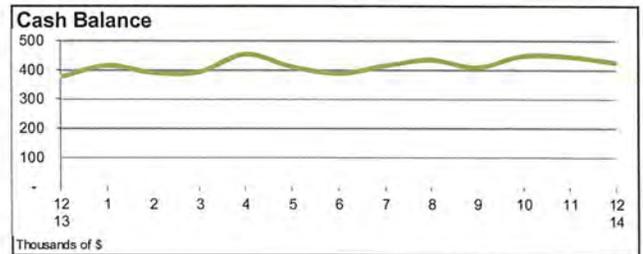


Chart 6

Rev & Exp - YTD	2014	2014	\$ Rem	% Coll	2013
	Budget	Actual			Actual
Cable TV Franchise	\$ 220.0	\$ 233.5	\$ (13.5)	106.1%	\$ 259.9
Intergovernmental Revenues	369.2	373.4	(4.1)	101.1%	367.1
Charges for Goods & Svcs	6.0	74.9	(68.9)	1248.1%	12.0
Investment Interest	0.4	0.4	0.0	88.5%	0.4
Miscellaneous	-	0.0	(0.0)	0.0%	1.1
Total Operating Revenues	595.6	682.1	(86.5)	114.5%	640.6
Operating Transfer In	279.3	284.1	(4.8)	101.7%	253.7
Total Sources	\$ 875.0	\$ 966.2	\$ (91.2)	110.4%	\$ 894.2
Salaries & Wages	\$ 309.4	\$ 327.2	\$ (17.8)	105.8%	\$ 277.1
Benefits	120.4	125.7	(5.4)	104.5%	109.7
Supplies	59.5	35.3	24.2	59.3%	41.4
Charges for Services	330.5	276.2	54.3	83.6%	300.8
Intergovernmental	100.5	88.7	11.8	88.3%	86.4
Capital	29.7	35.5	(5.8)	119.4%	-
Total Operating Expenses	950.0	888.7	61.3	93.5%	815.4
Other Financing Uses	15.0	20.1	(5.1)	133.7%	1.8
Total Uses	\$ 965.0	\$ 908.7	\$ 56.3	94.2%	\$ 817.2

Chart 7

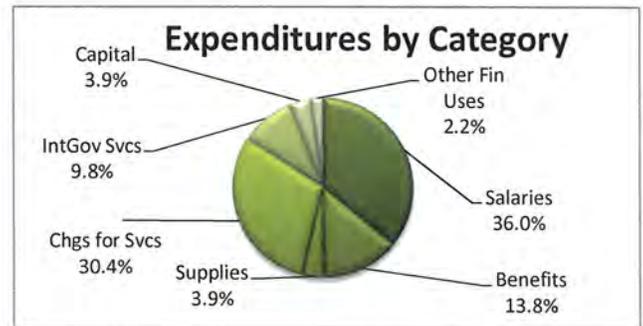
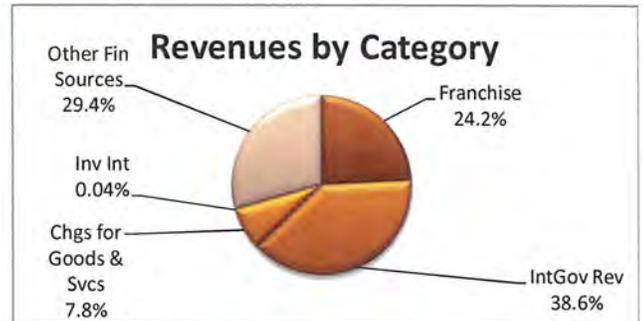


Chart 8 & 9

Legend	
	Cur Year
	Budget
	Actual
	#REF!

City of Covington

Quarterly Performance Report - Development Services

as of 12/31/2014

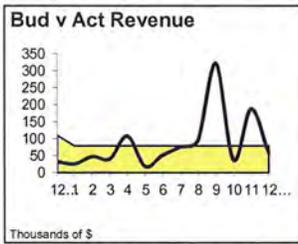


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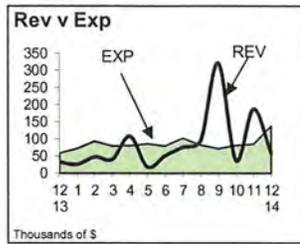


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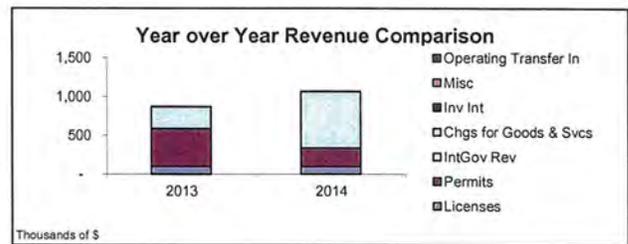


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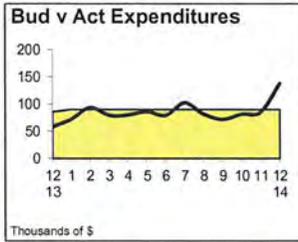


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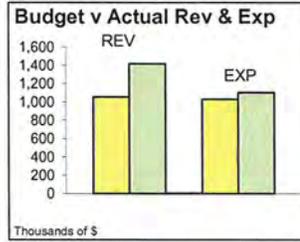


Chart 5

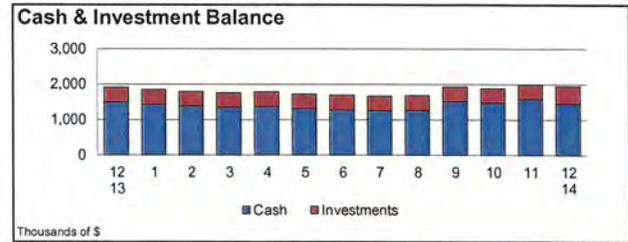


Chart 6

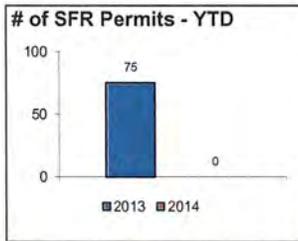


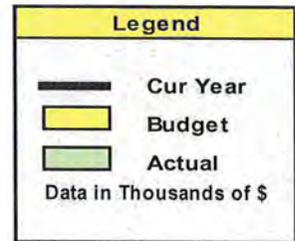
Chart 7



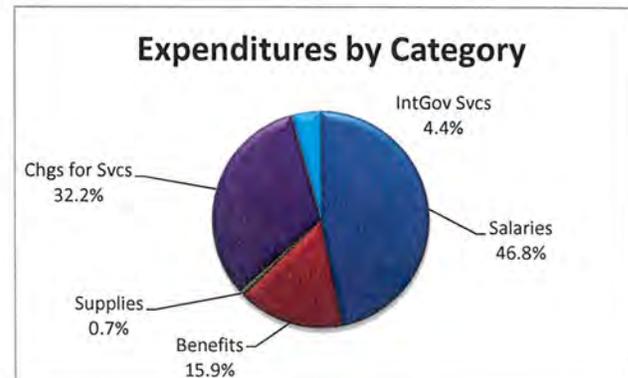
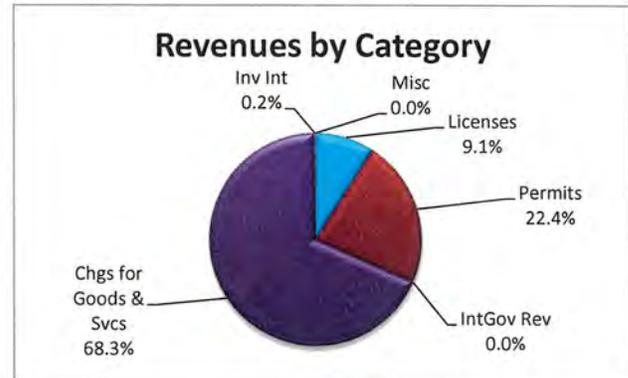
Chart 8



Chart 9



Rev & Exp - YTD	2014		\$ Rem	% Coll YTD	2013
	Budget	Actual			Actual
Licenses	\$ 83.3	\$ 97.4	(14.1)	116.9%	\$ 95.3
Permits	241.7	238.6	3.1	98.7%	487.9
Intergovernmental Svcs	-	0.1	(0.1)	0.0%	0.4
Charges for Services	619.9	727.0	(107.2)	117.3%	280.9
Interest Income	1.3	1.7	(0.4)	133.9%	6.5
Miscellaneous	-	0.0	(0.0)	0.0%	(0.5)
Total Operating Revenues	946.2	1,065.0	(118.8)	112.6%	870.6
Operating Transfer In	-	-	-	0.0%	-
Total Sources	\$ 946.2	\$ 1,065.0	\$ (118.8)	112.6%	\$ 870.6
Salaries & Wages	\$ 478.7	490.2	(13.5)	102.8%	481.6
Benefits	171.3	166.7	4.6	97.3%	155.8
Supplies	7.9	7.2	0.7	91.4%	3.3
Charges for Services	358.2	337.2	21.1	94.1%	300.8
Intergovernmental	60.6	46.1	14.5	76.1%	33.6
Total Operating Expenses	1,074.7	1,047.4	27.3	97.5%	975.2
Other Financing Uses	-	-	-	0.0%	-
Total Uses	\$ 1,074.7	\$ 1,047.4	\$ 27.3	97.5%	\$ 975.2



City of Covington

Quarterly Performance Report - Parks and Recreation Services

as of 12/31/2014

SUMMARY CHARTS

DEPARTMENTS

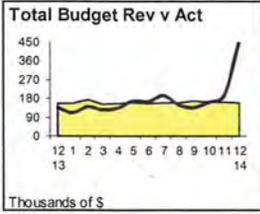


Chart 1

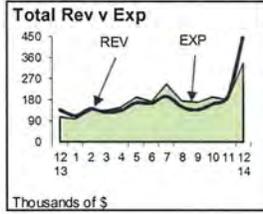
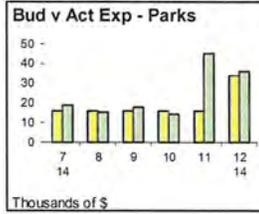


Chart 2



Exp - YTD	2014 Budget	2014 Actual	\$ Rem	% Coll YTD	2013 Actual
Salaries & Wages	\$ 241.6	\$ 201.7	\$ 39.9	83.5%	\$ 134.8
Benefits	47.0	50.1	(3.1)	106.0%	36.5
Supplies	0.8	2.9	(2.1)	367.8%	1.6
Charges for Services	115.9	112.9	3.0	97.4%	30.2
Intergovernmental Svcs	1.0	0.5	0.4	54.8%	0.3
Total Operating Expenses	406.3	368.2	38.1	90.6%	203.5
Other Financing Uses	-	-	-	0.0%	-
Total Uses	\$ 406.3	\$ 368.2	\$ 38.1	90.6%	\$ 203.5

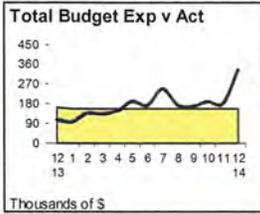


Chart 3

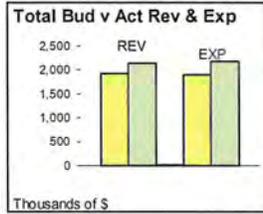
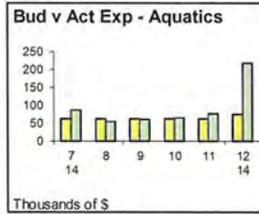


Chart 4



Exp - YTD	2014 Budget	2014 Actual	\$ Rem	% Coll YTD	2013 Actual
Salaries & Wages	\$ 399.0	\$ 464.3	(\$ 65.3)	116.4%	\$ 441.9
Benefits	119.0	132.8	(13.8)	111.6%	123.2
Supplies	55.6	36.6	19.0	65.8%	57.9
Charges for Services	260.0	392.1	(132.1)	150.8%	248.4
Intergovernmental Svcs	-	-	-	0.0%	-
Capital Outlay	23.4	28.0	(4.6)	119.8%	-
Total Operating Expenses	856.9	1,025.7	(192.2)	119.7%	871.3
Other Financing Uses	27.5	27.5	(0.0)	100.0%	27.5
Total Uses	\$ 884.4	\$ 1,081.2	(\$ 196.8)	122.2%	\$ 898.8

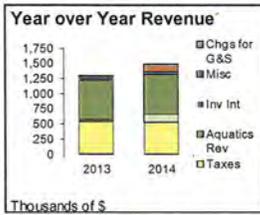


Chart 5

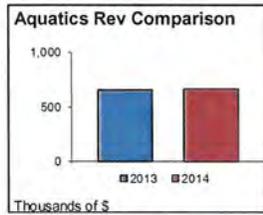
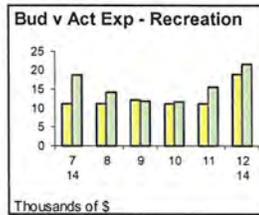


Chart 6



Exp - YTD	2014 Budget	2014 Actual	\$ Rem	% Coll YTD	2013 Actual
Salaries & Wages	\$ 100.9	\$ 103.0	(\$ 2.1)	102.1%	\$ 94.7
Benefits	29.8	29.7	0.1	99.6%	27.6
Supplies	12.6	8.4	4.3	66.2%	11.5
Charges for Services	80.8	83.7	(3)	103.5%	67.4
Intergovernmental Svcs	3.5	10.1	(6.6)	288.2%	10.3
Total Operating Expenses	227.6	253.2	(25.5)	111.2%	211.4
Other Financing Uses	-	-	-	0.0%	-
Total Uses	\$ 227.6	\$ 253.2	(\$ 25.5)	111.2%	\$ 211.4

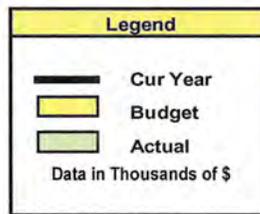
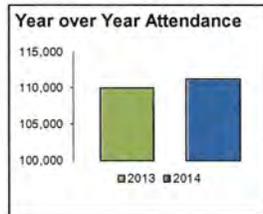
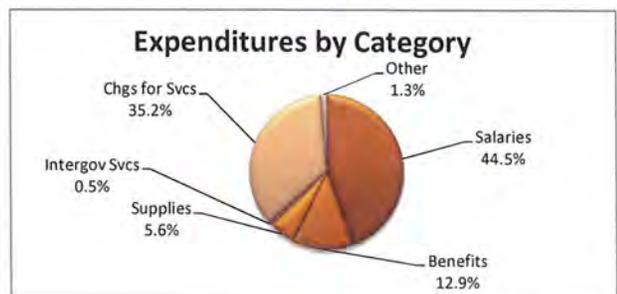
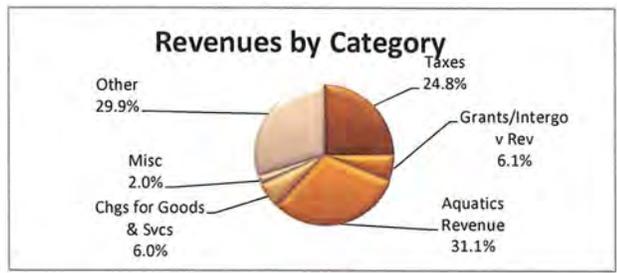


Chart 7



Exp - YTD	2014 Budget	2014 Actual	\$ Rem	% Coll YTD	2013 Actual
Salaries & Wages	\$ 92.9	\$ 109.6	(\$ 16.7)	118.0%	\$ 88.2
Benefits	37.5	39.8	(2.3)	106.2%	35.2
Supplies	20.4	26.1	(5.7)	128.1%	21.0
Charges for Services	220.0	143.1	76.9	65.1%	114.6
Capital Outlay	-	-	-	0.0%	11.0
Total Operating Expenses	370.8	318.7	52.1	86.0%	269.9
Other Financing Uses	-	-	-	0.0%	28.4
Total Uses	\$ 370.8	\$ 318.7	\$ 52.1	86.0%	\$ 298.3

Rev & Exp - YTD	2014 Budget	2014 Actual	\$ Rem	% Coll YTD	2013 Actual
Taxes	\$ 561.1	\$ 529.2	\$ 32.0	94.3%	\$ 539.3
Grants/Intergovernmental Rev	121.5	130.9	(9.4)	107.8%	30.1
Aquatics Revenue	608.8	662.7	(54.0)	108.9%	656.7
Investment Interest	0.4	0.1	0.3	34.8%	28.3
Charges for Goods & Services	117.4	128.4	(11.0)	109.4%	0.3
Miscellaneous	36.6	42.1	(5.5)	115.1%	41.4
Total Operating Revenues	1,445.8	1,493.5	(47.7)	103.3%	1,295.9
Other Financing Sources	688.7	637.1	51.6	92.5%	387.6
Total Sources	\$ 2,134.5	\$ 2,130.6	\$ 3.9	99.8%	\$ 1,683.5
Salaries & Wages	\$ 897.6	\$ 936.5	(\$ 38.9)	104.3%	\$ 759.5
Benefits	254.5	272.5	(18.0)	107.1%	222.5
Supplies	120.7	117.2	3.5	97.1%	91.9
Intergovernmental Svcs	4.5	10.6	(6.2)	237.9%	460.5
Charges for Services	738.7	742.5	(3.8)	100.5%	10.6
Capital Outlay	58.5	70.3	(11.8)	120.1%	11.0
Total Operating Expenses	2,074.5	2,149.5	(75.1)	103.6%	1,556.1
Other Financing Uses	27.5	27.5	(0.0)	100.0%	55.9
Total Uses	\$ 2,101.9	\$ 2,177.0	\$ (75.1)	103.6%	\$ 1,612.0



City of Covington

Quarterly Performance Report - SWM Operations

as of 12/31/2014

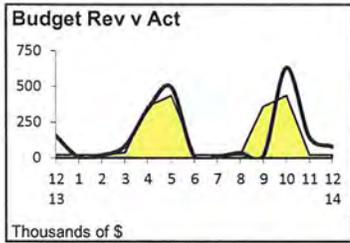


Chart 1

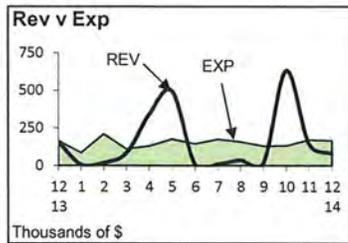


Chart 2

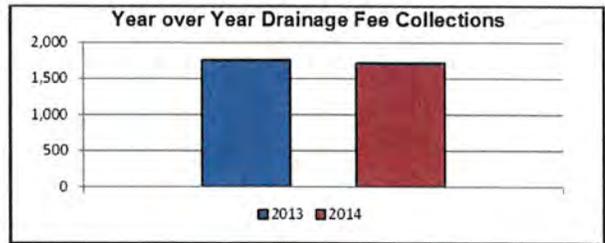


Chart 5

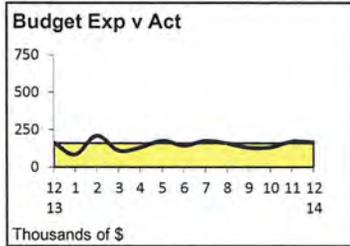


Chart 3

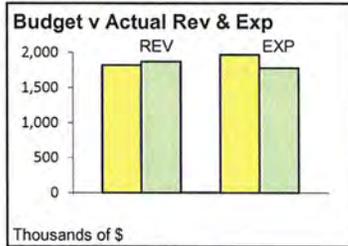


Chart 4

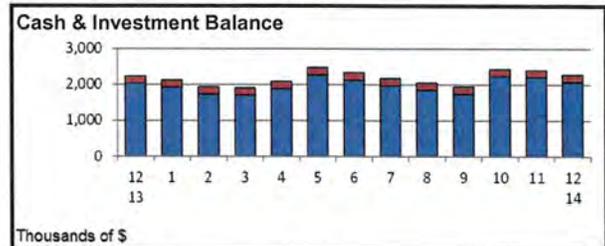


Chart 6

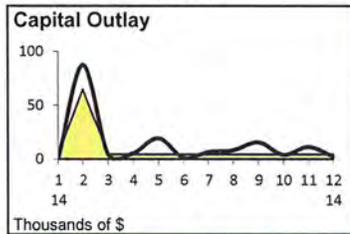
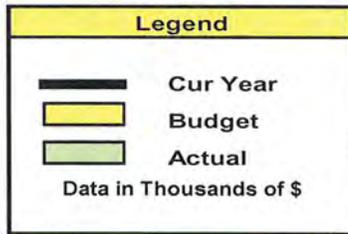
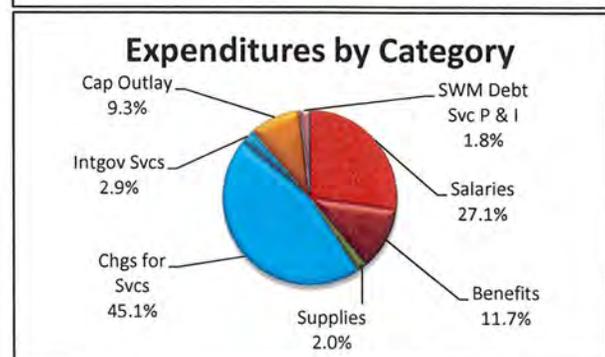
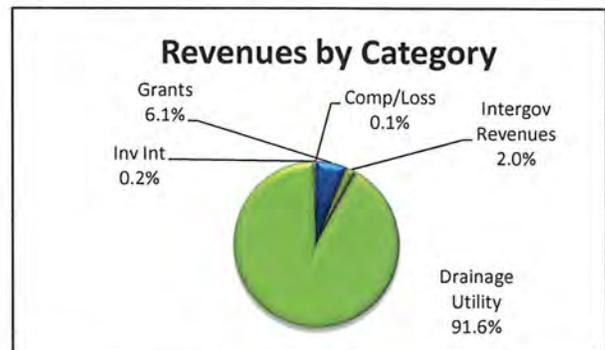


Chart 7



Rev & Exp - YTD	2014		\$ Rem	% Coll YTD	2013	
	Budget	Actual			Actual	Actual
Grants	\$ 114.9	\$ 114	0.6	99.5%	\$ 13.6	
KC Salmon Conservancy	-	-	-	-	-	
Intergovernmental Revenues	55.7	37.3	18.4	67.0%	37.7	
Drainage Utility	1,754.9	1,713.0	41.9	97.6%	1,751.5	
Investment Interest	9.5	3.5	6.0	36.4%	4.5	
Misc	-	(0.3)	0.3	-	6.2	
Comp/Loss	-	2.1	(2.1)	-	3.1	
Total Operating Revenues	1,935.0	1,869.8	65.1	96.6%	1,816.7	
Transfers In	-	-	-	-	-	
Total Sources	\$ 1,935.0	\$ 1,869.8	\$ 65.1	96.6%	\$ 1,816.7	
Salaries	\$ 614.2	\$ 482.8	\$ 131.4	78.6%	\$ 472.5	
Benefits	220.9	207.4	13.5	93.9%	192.5	
Supplies	56.8	35.1	21.7	61.7%	30.9	
Charges for Services	905.4	802.3	103.0	88.6%	845.4	
Intergovernmental	52.7	52.2	0.5	99.0%	26.8	
Capital Outlay	148.9	166.0	(17.1)	-	48.8	
Total Operating Expenditures	1,998.9	1,745.8	253.0	87.3%	1,617.0	
Other Financing Uses	-	-	-	0.0%	136.5	
SWM Debt Service P & I	32.8	32.8	(0.0)	100.0%	32.8	
Total Uses	\$ 2,031.7	\$ 1,778.7	\$ 253.0	87.5%	\$ 1,786.3	



CITY OF COVINGTON
MAJOR REVENUE REVIEW
2012 - Current

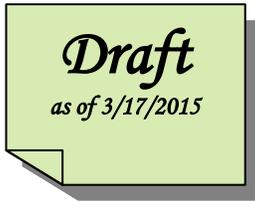
ATTACHMENT 3

	Source/Data	Budget vs Actual	Revenue by Month (shown on a cash basis)	High/Low	
GENERAL FUND	Sales Tax				
	Qtr - Qtr Revenues	4Q-13: 3,370,592 4Q-14: 3,307,265 % Diff: -1.9%			
	2014 Annual Revenues \$	Budget: 3,507,000 Actual: 3,307,265 % Collected: 94.3%			
	2013 Annual Revenues \$	Budget: 2,988,000 Actual: 3,370,592 % Collected: 112.8%			
2012 Annual Revenues \$	Budget: 2,850,000 Actual: 3,179,326 % Collected: 111.6%				
GENERAL FUND	Property Tax				
	Qtr - Qtr Revenues	4Q-13: 2,278,336 4Q-14: 2,458,371 % Diff: 7.9%			
	2014 Annual Revenues \$	Budget: 2,427,134 Actual: 2,458,371 % Collected: 101.3%			
	2013 Annual Revenues \$	Budget: 2,340,000 Actual: 2,278,336 % Collected: 97.4%			
2012 Annual Revenues \$	Budget: 2,340,000 Actual: 2,363,948 % Collected: 101.0%				
GENERAL FUND	Utility Tax				
	Qtr - Qtr Revenues	4Q-13: 2,052,234 4Q-14: 2,104,260 % Diff: 2.5%			
	2014 Annual Revenues \$	Budget: 2,080,100 Actual: 2,104,260 % Collected: 101.2%			
	2013 Annual Revenues \$	Budget: 2,140,140 Actual: 2,052,234 % Collected: 95.9%			
2012 Annual Revenues \$	Budget: 2,012,475 Actual: 2,004,827 % Collected: 99.6%				
STREET FUND	Fuel Tax				
	Qtr - Qtr Revenues	4Q-13: 367,150 4Q-14: 373,351 % Diff: 1.7%			
	2014 Annual Revenues \$	Budget: 366,566 Actual: 373,351 % Collected: 101.9%			
	2013 Annual Revenues \$	Budget: 366,566 Actual: 259,889 % Collected: 70.9%			
2012 Annual Revenues \$	Budget: 371,700 Actual: 360,567 % Collected: 97.0%				
STREET FUND	Comcast Franchise Fees				
	Qtr - Qtr Revenues	4Q-13: 259,889 4Q-14: 233,493 % Diff: -10.2%			
	2014 Annual Revenues \$	Budget: 220,000 Actual: 233,493 % Collected: 106.1%			
	2013 Annual Revenues \$	Budget: 199,000 Actual: 259,889 % Collected: 130.6%			
2012 Annual Revenues \$	Budget: 199,000 Actual: 200,952 % Collected: 101.0%				
DEV SVCS FUND	Development Services Permitting Revenue/Activity				
	Qtr - Qtr Revenues	4Q-13: 487,938 4Q-14: 238,636 % Diff: -51.1%			
	2014 Annual Revenues \$	Budget: 241,700 Actual: 238,636 % Collected: 98.7%			
	2013 Annual Revenues \$	Budget: 713,823 Actual: 487,938 % Collected: 68.4%			
2012 Annual Revenues \$	Budget: 566,835 Actual: 845,807 % Collected: 149.2%				
PARKS FUND	Aquatics Revenue/Attendance *				
	Qtr - Qtr Revenues	4Q-13: 656,651 4Q-14: 662,737 % Diff: 0.9%			
	2014 Annual Revenues \$	Budget: 608,785 Actual: 662,737 % Collected: 108.9%			
	2013 Annual Revenues \$	Budget: 512,820 Actual: 656,651 % Collected: 128.0%			
2012 Annual Revenues \$	Budget: 498,880 Actual: 572,887 % Collected: 114.8%				
SWM FUND	SWM Fees				
	Qtr - Qtr Revenues	4Q-13: 1,751,467 4Q-14: 1,712,999 % Diff: -2.2%			
	2014 Annual Revenues \$	Budget: 1,754,862 Actual: 1,712,999 % Collected: 97.6%			
	2013 Annual Revenues \$	Budget: 1,733,000 Actual: 1,751,467 % Collected: 101.1%			
2012 Annual Revenues \$	Budget: 1,704,052 Actual: 1,784,919 % Collected: 104.7%				
REET FUND	Real Estate Excise Tax (REET)/Avg Sales Price/Unit				
	Qtr - Qtr Revenues	4Q-13: 562,456 4Q-14: 414,489 % Diff: -26.3%			
	2014 Annual Revenues \$	Budget: 480,000 Actual: 414,489 % Collected: 86.4%			
	2013 Annual Revenues \$	Budget: 350,000 Actual: 562,456 % Collected: 160.7%			
2012 Annual Revenues \$	Budget: 325,000 Actual: 502,510 % Collected: 154.6%				

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

7:00 p.m. Tuesday, April 14, 2015 Regular Meeting

(Draft Agenda Attached)



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

**Tuesday, April 14, 2015
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

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: March 24, 2015 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)

NEW BUSINESS - None

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – if needed

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.