

Covington: Unmatched quality of life



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

www.covingtonwa.gov

**Tuesday, May 10, 2011
7:00 p.m.**

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

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION - NONE

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

APPROVE CONSENT AGENDA

C-1. Approval of Minutes (Scott)

C-2. Approval of Vouchers. (Hendrickson)

PUBLIC HEARING

1. To Receive Public Testimony on Proposed 2012-2017 Transportation Improvement Program (Vondran/Buck)

NEW BUSINESS

2. Discuss Proposed 2012-2017 Transportation Improvement Program (Vondran/Buck)
3. Discuss Interlocal Agreement with Cities of Black Diamond and Maple Valley (Akramoff)
4. Consider Ordinance Granting Electric Lightwave a Non-Exclusive Franchise (Akramoff)
5. Traffic Model Presentation (Vondran/Lyons)
6. Report on Anderson Baugh Request re Northern Notch (Hart)
7. 2011 First Quarter Financial Report (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

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: May 10, 2011

SUBJECT: APPROVAL OF MINUTES: APRIL 26, 2011 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the April 26 2011 City Council Regular Meeting Minutes.

City of Covington
Regular City Council Meeting Minutes
Tuesday, April 26, 2011

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

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, April 26, 2011, at 7:00 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Noreen Beaufriere, Personnel Manager; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

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

APPROVAL OF AGENDA:

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

PUBLIC COMMUNICATION:

- Council presented a Comprehensive Annual Financial Report Certificate of Achievement for Excellence to Finance Director Rob Hendrickson and Accountant Casey Parker.
- Council presented a proclamation to Building Official Robert Meyers in recognition of National Building Safety Week.
- Council presented a proclamation to Public Works Director Glenn Akramoff in recognition of National Transportation Week.
- Council presented a proclamation to Public Works Director Glenn Akramoff in recognition of National Public Works Week.
- Council presented a proclamation to Senior Lifeguard Rachel Bahl and Aquatics staff in recognition of National Aquatics Month.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Emily Longie, spoke in appreciation of the Aquatics Center and the positive impact it has had on her family.

Barry Anderson, thanked Council for its support of the proposal on behalf of BranBar and Anderson & Baugh, LLC.

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

APPROVE CONSENT AGENDA:

C-1. Approval of Minutes: April 10, 2011 City Council Special Joint Study Session with Planning Commission Minutes and April 10, 2011 City Council Regular Meeting Minutes.

C-2. Approval of Vouchers: Vouchers #25127-25194, in the Amount of \$102,406.02, Dated April 5, 2011; and Payroll Checks #5142986-5142994, Inclusive, Plus Employee Direct Deposits in the Amount of \$132,470.32, Dated April 15, 2011.

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

REPORTS OF COMMISSIONS:

Human Services Commission – Vice-Chair Fran McGregor-Hollums reported on the January, February, March, and April meetings.

Arts Commission – Chair Gregg Lobdell reported on the April 14 meeting.

Parks & Recreation – Vice Chair Liz Fast reported on the April 20 meeting.

Economic Development Council – Co-Chair Jeff Wagner reported on the March 31 meeting.

Planning Commission – No report. April meetings were canceled, and the next meeting is scheduled for May 5.

PUBLIC HEARING:

1. Receive Public Testimony Regarding MultiCare Appeal of Right of Way Decision.

Mayor Harto called for public comments for the public hearing.

Allison Garr, MultiCare, offered to answer any questions Council might have and expressed appreciation for Council consideration.

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

CONTINUED BUSINESS:

2. Decision on MultiCare Appeal of Right of Way Decision.

Council Action: Councilmember Wagner moved and Councilmember Snoey seconded to grant MultiCare Covington Medical Center’s request for relief from the prohibition to

work within SE Wax Road, as required by CMC 12.115, and allow MultiCare to restore the roadway, as proposed, without overlaying the full width from intersection to intersection. Vote: 7-0. Motion carried.

3. Adopt Final 2011 Comprehensive Plan Amendment Docket.

Council Action: Councilmember Wagner moved and Councilmember Mhoon seconded that the official 2011 Comprehensive Plan and Development Regulation Amendment Docket shall reflect the Planning Commission recommendation for three Comprehensive Plan Amendments: CPA 2011-1, CPA 2011-2, CPA 2011-3, and one Development Regulation Amendment: DRA 2011-1. Vote: 7-0. Motion carried.

4. Approve Ordinance Adopting Final Shoreline Master Program Update.

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

ORDINANCE NO. 05-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE FINAL SHORELINE MASTER PROGRAM UPDATE AND ASSOCIATED DOCUMENTS, AS REQUIRED IN RCW 90.58, STATE OF WASHINGTON SHORELINE MANAGEMENT ACT INCLUDING GOALS, POLICIES AND RECOMMENDATIONS; SHORELINE ENVIRONMENTAL DESIGNATIONS; A SHORELINE RESTORATION PLAN; AND CUMULATIVE IMPACTS ANALYSIS; AND FORWARDING SUCH DOCUMENTS TO THE STATE DEPARTMENT OF ECOLOGY FOR THEIR REVIEW AND ACTION.

Council Action: Councilmember Lanza moved and Councilmember Snoey seconded to adopt Ordinance No. 05-11 adopting all Final Shoreline Master Program (SMP) Documents and forwarding such documents and ordinance to the State Department of Ecology. Vote: 7-0. Motion carried.

5. Consider Ordinance Regarding Extensions for Site Development Permits.

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

Councilmembers discussed and asked questions.

ORDINANCE NO. 06-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING CMC 18.110.080 ESTABLISHING THE COMMUNITY DEVELOPMENT DIRECTOR AS THE DECISION AUTHORITY FOR GRANTING

TIME EXTENSIONS TO COMMERCIAL SITE DEVELOPMENT
PERMIT APPLICATIONS AND AMENDING LENGTH OF
EXTENSION. (AMENDING ORDINANCE NO. 42-02).

Council Action: Councilmember Snoey moved and Councilmember Mhoon seconded to approve Ordinance No. 06-11 amending Section 18.110.080 of the Covington Municipal Code allowing the Community Development Director to administratively grant extensions to commercial site development permits based upon stated criteria. Vote: 7-0. Motion carried.

6. Presentation of 2010 Year End Financials.

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

Councilmembers provided comments and asked questions.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Councilmember Snoey requested a future agenda item to discuss a street maintenance utility.

Council Action: There was Council consensus to schedule a presentation on a street maintenance utility at a future Council meeting.

Council Action: There was Council consensus to appoint Councilmember Snoey as the voting delegate to the Puget Sound Regional Council annual General Assembly on Thursday, May 26, 2011.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:45 p.m.

Prepared by:

Submitted by:

Joan Michaud
Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: May 10, 2011

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #25195-25276, in the Amount of \$334,333.56, Dated April 19, 2011; Vouchers #25277-25277, in the Amount of \$3,437.40, Dated April 25, 2011; and Payroll Checks #5153883-5153893, Inclusive, Plus Employee Direct Deposits in the Amount of \$133,368.20, Dated April 29, 2011.

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment: Vouchers #25195-25276, in the Amount of \$334,333.56, Dated April 19, 2011; Vouchers #25277-25277, in the Amount of \$3,437.40, Dated April 25, 2011; and Payroll Checks #5153883-5153893, Inclusive, Plus Employee Direct Deposits in the Amount of \$133,368.20, Dated April 29, 2011.

April 19, 2011

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 25195 through Check # 25276

In the Amount of \$334,333.56

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

				<u>Check Amount</u>
Check No: 25195	Check Date: 04/19/2011			
Vendor: 2094	"Poly" Bag, LLC			
26709	"Poly" bags	04/19/2011		192.87
				Check Total: 192.87
Check No: 25196	Check Date: 04/19/2011			
Vendor: 1381	Glenn Akramoff			
1381-4	Akramoff; APWA Snowfighters, miles, meal	04/19/2011		134.72
1381-4	Akramoff; APWA Snowfighters, miles, meal	04/19/2011		134.73
				Check Total: 269.45
Check No: 25197	Check Date: 04/19/2011			
Vendor: 0473	Alexander Hamilton Inst, Inc.			
36897049	Payroll Legal Alert; 6/1/11-5/1/12	04/19/2011		152.28
				Check Total: 152.28
Check No: 25198	Check Date: 04/19/2011			
Vendor: 0463	Allied Waste Services			
0176-00307	Aquatics; disposal, 3/1-3/31/11	04/19/2011		226.15
0176-00307	Maint shop; disposal, 3/1-3/31/11	04/19/2011		220.69
0176-00307	Maint shop; disposal, 3/1-3/31/11	04/19/2011		110.35
0176-00307	Maint shop; disposal, 3/1-3/31/11	04/19/2011		220.69
				Check Total: 777.88
Check No: 25199	Check Date: 04/19/2011			
Vendor: 1265	American Locker Security			
478259	Door locks, wristbands, tokens; use tax	04/19/2011		-34.59
478259	Aquatics; door locks, wristbands, tokens	04/19/2011		436.79
				Check Total: 402.20
Check No: 25200	Check Date: 04/19/2011			
Vendor: 1534	APWA - WA State Chapter			
10438	Akramoff; National PW Week luncheon	04/19/2011		20.00
10437	Vondran; National PW Week luncheon	04/19/2011		16.00
10437	Vondran; National PW Week luncheon	04/19/2011		24.00
10438	Akramoff; National PW Week luncheon	04/19/2011		20.00
				Check Total: 80.00
Check No: 25201	Check Date: 04/19/2011			
Vendor: 2223	ARC Imaging Resources			
943119	Plotter/Scanner maint; 3/21-4/21/11	04/19/2011		125.22
943119	Plotter/Scanner maint; 3/21-4/21/11	04/19/2011		62.61
943119	Plotter/Scanner maint; 3/21-4/21/11	04/19/2011		125.22
				Check Total: 313.05
Check No: 25202	Check Date: 04/19/2011			
Vendor: 0019	AWC Employee Benefits Trust			
100315L052	Medical Insurance Premiums, May	04/19/2011		2,751.67
100315L052	Medical Insurance Premiums, May	04/19/2011		1,321.00
100315L052	Medical Insurance Premiums, May	04/19/2011		2,061.56
100315L052	Medical Insurance Premiums, May	04/19/2011		4,392.76
100315L052	Medical Insurance Premiums, May	04/19/2011		7,760.60
100315L052	Medical Insurance Premiums, May	04/19/2011		768.29
100315L052	Medical Insurance Premiums, May	04/19/2011		480.08
100315L052	Medical Insurance Premiums, May	04/19/2011		5,642.72
100315L052	Medical Insurance Premiums, May	04/19/2011		7,452.12
100315L052	Medical Insurance Premiums, May	04/19/2011		5,286.72
100315L052	Medical Insurance Premiums, May	04/19/2011		1,920.39
100315L052	Medical Insurance Premiums, May	04/19/2011		1,839.57
				Check Total: 41,677.48
Check No: 25203	Check Date: 04/19/2011			
Vendor: 2143	Wilma Bowen			
2143-2011	Utility tax rebate; cellular/pager	04/19/2011		28.64
2143-2011	Utility tax rebate; cable	04/19/2011		40.14
2143-2011	Utility tax rebate; solid waste	04/19/2011		9.84
2143-2011	Utility tax rebate; electricity	04/19/2011		60.62
2143-2011	Utility tax rebate; natural gas	04/19/2011		16.62
				Check Total: 155.86

				<u>Check Amount</u>
Check No:	25204	Check Date:	04/19/2011	
Vendor:	1676	Bravo Environmental		
530468	Sweep Zone 4	04/19/2011		825.36
530273	Street sweeping, 3/17 & 3/27/11	04/19/2011		1,031.70
530469	Street sweeping, 4/4/11	04/19/2011		1,031.70
530470	Street sweeping, 4/10/11	04/19/2011		412.68
530393	Street sweeping, 3/29/11	04/19/2011		619.02
Check Total:				3,920.46
Check No:	25205	Check Date:	04/19/2011	
Vendor:	1868	The Brickman Group Ltd, LLC		
628197	Parks; landscaping, April	04/19/2011		1,331.44
628197	Streets; landscaping, April	04/19/2011		3,677.20
Check Total:				5,008.64
Check No:	25206	Check Date:	04/19/2011	
Vendor:	2136	Carbonic Systems, Inc.		
01232300	Aquatics; CO2 for ph control	04/19/2011		87.16
Check Total:				87.16
Check No:	25207	Check Date:	04/19/2011	
Vendor:	1178	Child Care Resources		
1178-1Qtr	Human services; joint funding, 1st Qtr	04/19/2011		5,917.75
1178-1Qtr	Human services; 1st Qtr 2011	04/19/2011		882.00
Check Total:				6,799.75
Check No:	25208	Check Date:	04/19/2011	
Vendor:	0395	City of Buckley		
0395-4	Jail costs; March	04/19/2011		6,184.50
Check Total:				6,184.50
Check No:	25209	Check Date:	04/19/2011	
Vendor:	0364	Code Publishing Company		
37761	Municipal code updates	04/19/2011		255.68
Check Total:				255.68
Check No:	25210	Check Date:	04/19/2011	
Vendor:	1699	Communities in Schools of Kent		
1699-1Qtr	Human services; 1st Qtr 2011	04/19/2011		1,125.00
Check Total:				1,125.00
Check No:	25211	Check Date:	04/19/2011	
Vendor:	0184	Cordi & Bejarano		
136	Public defender services; 3/4, 3/18	04/19/2011		2,300.00
Check Total:				2,300.00
Check No:	25212	Check Date:	04/19/2011	
Vendor:	0780	DAWN		
0780-1Qtr	Human services; joint funding, 1st Qtr	04/19/2011		10,400.00
0780-1Qtr	Human services; 1st Qtr 2011	04/19/2011		2,000.00
Check Total:				12,400.00
Check No:	25213	Check Date:	04/19/2011	
Vendor:	0310	Department of Information Serv		
I167633	Exchange software, server/comp licenses	04/19/2011		4,060.57
Check Total:				4,060.57
Check No:	25214	Check Date:	04/19/2011	
Vendor:	0072	Dept of Labor & Industries		
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		540.75
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		152.38
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		103.50
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		328.41
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		2,050.92
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		349.34
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		262.01
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		2,294.21
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		199.93
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		291.15
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		887.93
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		757.80

				<u>Check Amount</u>
93929600-1	Industrial Insurance, 1st Qtr 2011	04/19/2011		174.14
			Check Total:	8,392.47
Check No: 25215	Check Date: 04/19/2011			
Vendor: 0361	Employment Security Department			
013167-00-	Unemployment compensation; 1st Qtr 2011	04/19/2011		12,705.00
			Check Total:	12,705.00
Check No: 25216	Check Date: 04/19/2011			
Vendor: 2091	Fastenal Company			
WAKNT61335	Friendship park; bolts for bench	04/19/2011		8.80
			Check Total:	8.80
Check No: 25217	Check Date: 04/19/2011			
Vendor: 1875	FirstChoice			
364690	Coffee service	04/19/2011		67.50
			Check Total:	67.50
Check No: 25218	Check Date: 04/19/2011			
Vendor: 2213	Fleet Services			
25645507	Vehicle fuel	04/19/2011		1,504.95
			Check Total:	1,504.95
Check No: 25219	Check Date: 04/19/2011			
Vendor: 2045	Goodbye Graffiti Seattle			
13854	Everclean program, April	04/19/2011		376.84
			Check Total:	376.84
Check No: 25220	Check Date: 04/19/2011			
Vendor: 0302	Gray & Osborne			
10445.00-1	CIP 1026; Aqua Vista, services; 3/6-4/2	04/19/2011		3,203.40
			Check Total:	3,203.40
Check No: 25221	Check Date: 04/19/2011			
Vendor: 0225	Green River Community College			
29489	Management team retreat; room rental	04/19/2011		200.00
			Check Total:	200.00
Check No: 25222	Check Date: 04/19/2011			
Vendor: 1271	Rob Hendrickson			
1271-4	Hendrickson; WMTA conf, mileage/perdiem	04/19/2011		184.28
11-18	Hendrickson; 2011 flexible spending	04/19/2011		44.01
			Check Total:	228.29
Check No: 25223	Check Date: 04/19/2011			
Vendor: 1722	Honey Bucket			
1-271802	Skate park; room rental, 4/5-5/4/11	04/19/2011		197.06
			Check Total:	197.06
Check No: 25224	Check Date: 04/19/2011			
Vendor: 1342	Integra Telecom			
8162112	City hall; telephone, 4/8-5/7/11	04/19/2011		1,359.55
			Check Total:	1,359.55
Check No: 25225	Check Date: 04/19/2011			
Vendor: 2235	Integrity Structural Engineeri			
1100101	Bridge Load Rating	04/19/2011		12,906.25
			Check Total:	12,906.25
Check No: 25226	Check Date: 04/19/2011			
Vendor: 1803	Iron Mountain			
DHB2278	Document storage to 4/30/11	04/19/2011		317.46
			Check Total:	317.46
Check No: 25227	Check Date: 04/19/2011			
Vendor: 2234	Issaquah Honda Kubota			
16728	#3123; mulch kit attachment	04/19/2011		134.03
16728	#3123; mulch kit attachment	04/19/2011		134.03
16728	#3123; mulch kit attachment	04/19/2011		67.01
			Check Total:	335.07
Check No: 25228	Check Date: 04/19/2011			
Vendor: 1701	Johnsons Home & Garden			
355010	Maint shop; spray paint, outdoor cord	04/19/2011		22.12
355010	Maint shop; grip 'n grabs	04/19/2011		45.16

				<u>Check Amount</u>
355010	Maint shop; grip 'n grabs	04/19/2011		45.16
355010	Maint shop; grip 'n grabs	04/19/2011		22.58
355010	Maint shop; spray paint, outdoor cord	04/19/2011		11.07
355010	Maint shop; spray paint, outdoor cord	04/19/2011		22.12
Check Total:				168.21
Check No:	25229	Check Date:	04/19/2011	
Vendor:	0533	KC Sexual Assault Resource Ctr		
0533-1Qtr	Human services, joint funding; 1Qtr 2011	04/19/2011		20,551.25
0533-1Qtr	Human services; 1st Qtr 2011	04/19/2011		1,180.50
Check Total:				21,731.75
Check No:	25230	Check Date:	04/19/2011	
Vendor:	0111	Kenyon Disend, PLLC		
14413	Cable Franchise, legal; March	04/19/2011		630.00
14411	City Attorney, legal; March	04/19/2011		5,500.00
14412	AT&T Mobility, legal; March	04/19/2011		248.61
Check Total:				6,378.61
Check No:	25231	Check Date:	04/19/2011	
Vendor:	0143	King County Finance		
1607994	Voter registration costs; 2/1-2/28/11	04/19/2011		23,702.86
1610687	Street services; 3/1-3/31/11	04/19/2011		10,428.53
1610688	Street services; 3/1-3/31/11	04/19/2011		1,616.07
1610686	Street services; 3/1-3/31/11	04/19/2011		276.20
Check Total:				36,023.66
Check No:	25232	Check Date:	04/19/2011	
Vendor:	0204	King County Pet Licensing		
0204-4	Pet License; March remittance	04/19/2011		60.00
Check Total:				60.00
Check No:	25233	Check Date:	04/19/2011	
Vendor:	2093	Kompetitive Edge, Inc.		
10532	Aquatics, resale items; googles	04/19/2011		1,010.80
Check Total:				1,010.80
Check No:	25234	Check Date:	04/19/2011	
Vendor:	1878	MacLeod Reckord		
6150	Community park; Ph 1 dvlpmt, 3/1-3/31/11	04/19/2011		18,545.03
Check Total:				18,545.03
Check No:	25235	Check Date:	04/19/2011	
Vendor:	0333	Maple Valley Food Bank		
0333-1Qtr	Human services; 1st Quarter 2011	04/19/2011		3,750.00
Check Total:				3,750.00
Check No:	25236	Check Date:	04/19/2011	
Vendor:	1921	Mastermark		
0571040	Approved by, stamp	04/19/2011		18.03
Check Total:				18.03
Check No:	25237	Check Date:	04/19/2011	
Vendor:	2236	Donna McGrath		
2236-2011	Utility tax rebate; solid waste	04/19/2011		14.55
2236-2011	Utility tax rebate; cable	04/19/2011		29.04
2236-2011	Utility tax rebate; electricity	04/19/2011		59.17
2236-2011	Utility tax rebate; telephone	04/19/2011		11.49
2236-2011	Utility tax rebate; cellular/pager	04/19/2011		11.25
Check Total:				125.50
Check No:	25238	Check Date:	04/19/2011	
Vendor:	0252	Microflex		
00019934	Tax audit program	04/19/2011		12.65
Check Total:				12.65
Check No:	25239	Check Date:	04/19/2011	
Vendor:	1866	Minuteman Press		
26677	Hart; business cards	04/19/2011		30.66
26677	Hart; business cards	04/19/2011		71.53
Check Total:				102.19

Check Amount

Check No: 25240	Check Date: 04/19/2011		
Vendor: 1901	Modern Building Systems, Inc.		
0041834	Maint shop; building lease, 5/1-6/1/11	04/19/2011	569.06
0041834	Maint shop; building lease, 5/1-6/1/11	04/19/2011	284.53
0041834	Maint shop; building lease, 5/1-6/1/11	04/19/2011	569.07
	Check Total:		1,422.66
Check No: 25241	Check Date: 04/19/2011		
Vendor: 1688	Mountain Mist		
054257-4	Maint Shop; bottled water, March	04/19/2011	6.35
054257-4	Maint Shop; bottled water, March	04/19/2011	12.69
054257-4	Aquatics; bottled water, March	04/19/2011	40.32
054257-4	Maint Shop; bottled water, March	04/19/2011	12.69
054257-4	City Hall; bottled water, March	04/19/2011	131.35
	Check Total:		203.40
Check No: 25242	Check Date: 04/19/2011		
Vendor: 0305	Net Venture		
544611	Maint shop; DSL, 4/24-7/23/11	04/19/2011	59.94
544611	Maint shop; DSL, 4/24-7/23/11	04/19/2011	59.94
544611	Maint shop; DSL, 4/24-7/23/11	04/19/2011	29.97
	Check Total:		149.85
Check No: 25243	Check Date: 04/19/2011		
Vendor: 0004	Office Depot		
5578473170	Laminating arial photos	04/19/2011	9.73
5578473170	Laminating arial photos	04/19/2011	9.73
5577816690	Office supplies	04/19/2011	113.89
5577816690	Wall clock	04/19/2011	24.48
	Check Total:		157.83
Check No: 25244	Check Date: 04/19/2011		
Vendor: 0418	Olympic Environmental Resource		
20114	2011 Spring recycling program	04/19/2011	13,055.25
	Check Total:		13,055.25
Check No: 25245	Check Date: 04/19/2011		
Vendor: 1452	Palmer Coking Coal Company		
IN023026	Topsoil	04/19/2011	80.64
	Check Total:		80.64
Check No: 25246	Check Date: 04/19/2011		
Vendor: 2233	Pediatric Interim Care Center		
2233-1Qtr	Human services, 1st Quarter 2011	04/19/2011	250.00
	Check Total:		250.00
Check No: 25247	Check Date: 04/19/2011		
Vendor: 2177	Pirtek Kent		
S1481732.0	#2761; service call/repair	04/19/2011	260.11
	Check Total:		260.11
Check No: 25248	Check Date: 04/19/2011		
Vendor: 2180	Powerplan - OIB		
1739644	#2761; rear window	04/19/2011	522.83
	Check Total:		522.83
Check No: 25249	Check Date: 04/19/2011		
Vendor: 0161	Puget Sound Energy		
8732768927	Maint shop; electricity, 3/3-3/31/11	04/19/2011	74.52
4513241002	SR 516; electricity, 3/3-3/31/11	04/19/2011	158.02
4513241002	Crystal view; electricity, 3/3-3/31/11	04/19/2011	9.92
8732768927	Maint shop; electricity, 3/3-3/31/11	04/19/2011	74.52
0047532379	Streets; electricity, 3/3-3/31/11	04/19/2011	95.95
7042895297	Streets; electricity, 3/8-4/5/11	04/19/2011	9.92
7042894886	Streets; electricity, 3/8-4/5/11	04/19/2011	54.50
4077639500	Skate park; electricity, 3/8-4/5/11	04/19/2011	12.44
7042898374	Streets; electricity, 3/8-4/5/11	04/19/2011	66.24
8732768927	Maint shop; electricity, 3/3-3/31/11	04/19/2011	37.26
5282721009	Aquatics; natural gas, 3/3-3/31/11	04/19/2011	3,702.99
1777131457	Streets; electricity, 3/3-3/31/11	04/19/2011	77.93
8910394751	City hall; electricity, 3/5-4/4/11	04/19/2011	2,465.05

			<u>Check Amount</u>
7042894027	Streets; electricity, 3/5-4/4/11	04/19/2011	9.91
5282721009	Aquatics; electricity, 3/3-3/31/11	04/19/2011	2,175.65
7042899661	Streets; electricity, 3/5-4/4/11	04/19/2011	109.24
4077636381	Streets; electricity, 3/5-4/4/11	04/19/2011	86.24
7042890538	Streets; electricity, 3/5-4/4/11	04/19/2011	74.69
7042898077	Streets; electricity, 3/5-4/4/11	04/19/2011	75.18
7042894027	City tree; electricity, 3/5-4/4/11	04/19/2011	9.91
7042897053	Streets; electricity, 3/5-4/4/11	04/19/2011	7,685.48
Check Total:			17,065.56
Check No: 25250	Check Date: 04/19/2011		
Vendor: 1508	Louis Quintanar		
11-19	Quintanar; 2011 flexible spending	04/19/2011	860.00
Check Total:			860.00
Check No: 25251	Check Date: 04/19/2011		
Vendor: 0006	Qwest		
6381431686	Maint shop; telephone, 3/25-4/25/11	04/19/2011	33.99
6381431686	Maint shop; telephone, 3/25-4/25/11	04/19/2011	67.99
6392827698	City hall; telephone, 4/8-5/8/11	04/19/2011	133.54
6381431686	Maint shop; telephone, 3/25-4/25/11	04/19/2011	67.98
Check Total:			303.50
Check No: 25252	Check Date: 04/19/2011		
Vendor: 1851	Qwest Business Services		
1157864387	Aquatics; internet/loop, March	04/19/2011	475.00
Check Total:			475.00
Check No: 25253	Check Date: 04/19/2011		
Vendor: 1197	Rainier Wood Recyclers		
00040388	Streets; disposal fees	04/19/2011	12.00
00040391	SWM DP#11049; disposal fees	04/19/2011	15.00
00040388	Community park; disposal fees	04/19/2011	24.00
Check Total:			51.00
Check No: 25254	Check Date: 04/19/2011		
Vendor: 1478	Rent Me Storage, LLC		
49238	Maint shop storage, lease, 4/22-5/22	04/19/2011	57.66
49238	Maint shop storage; interest, 4/22-5/22	04/19/2011	8.94
49238	Maint shop storage; interest, 4/22-5/22	04/19/2011	4.47
49238	Maint shop storage, lease, 4/22-5/22	04/19/2011	28.84
49238	Maint shop storage; interest, 4/22-5/22	04/19/2011	8.94
49238	Maint shop storage, lease, 4/22-5/22	04/19/2011	57.66
Check Total:			166.51
Check No: 25255	Check Date: 04/19/2011		
Vendor: 2129	Rodarte Construction, Inc.		
11	SR516/Wax Rd; engineering, 12/18-3/10	04/19/2011	6,002.00
11	SR516/Wax Rd; construction, 12/18-3/10	04/19/2011	62,808.66
Check Total:			68,810.66
Check No: 25256	Check Date: 04/19/2011		
Vendor: 2207	db Secure Shred, LLC		
65105	Document destruction services	04/19/2011	21.94
Check Total:			21.94
Check No: 25257	Check Date: 04/19/2011		
Vendor: 1759	Sedgwick CMS Holdings, Inc.		
04-9392960	2011 Worker comp retro program fee	04/19/2011	2,285.47
Check Total:			2,285.47
Check No: 25258	Check Date: 04/19/2011		
Vendor: 0480	SHRM		
9003899480	Beaufrere; SHRM membership, 6/11-5/12	04/19/2011	180.00
Check Total:			180.00
Check No: 25259	Check Date: 04/19/2011		
Vendor: 0993	Soos Creek Water & Sewer Dist.		
0700-92790	Maint shop; sewer, 2/1-3/31/11	04/19/2011	41.72
0700-92790	Maint shop; sewer, 2/1-3/31/11	04/19/2011	41.72
0700-90680	Aquatics; sewer, 2/1-3/31/11	04/19/2011	986.95

				<u>Check Amount</u>
0700-92790	Maint shop; sewer, 2/1-3/31/11	04/19/2011		20.86
Check Total:				1,091.25
Check No:	25260	Check Date:	04/19/2011	
Vendor:	1903	Sound Publishing, Inc.		
364317	Weekly bulletins; 3/11, 3/18, 3/25	04/19/2011		730.42
364317	Monthly full page ad	04/19/2011		2,800.00
Check Total:				3,530.42
Check No:	25261	Check Date:	04/19/2011	
Vendor:	2146	Gretchen Stangle		
2146-2011	Utility tax rebate; cable	04/19/2011		45.37
2146-2011	Utility tax rebate; solid waste	04/19/2011		13.94
2146-2011	Utility tax rebate; natural gas	04/19/2011		55.23
2146-2011	Utility tax rebate; electricity	04/19/2011		20.05
2146-2011	Utility tax rebate; telephone	04/19/2011		12.82
Check Total:				147.41
Check No:	25262	Check Date:	04/19/2011	
Vendor:	0409	The Storehouse		
0409-1Qtr	Human services; 1st Quarter 2011	04/19/2011		2,000.00
Check Total:				2,000.00
Check No:	25263	Check Date:	04/19/2011	
Vendor:	1917	US Bank National Association		
3860000469	Investment service charge; 1/1-3/31/11	04/19/2011		96.69
3860000469	Investment service charge; 1/1-3/31/11	04/19/2011		9.31
Check Total:				106.00
Check No:	25264	Check Date:	04/19/2011	
Vendor:	2103	US Bank Office Equip Finance		
174783654	Copier lease; property tax	04/19/2011		54.15
174783654	Copier lease; property tax	04/19/2011		81.23
174783654	Copier lease; 4/30-5/2/11	04/19/2011		150.81
174783654	Copier lease; 4/30-5/2/11	04/19/2011		100.55
174897173	Copier; lease	04/19/2011		101.89
Check Total:				488.63
Check No:	25265	Check Date:	04/19/2011	
Vendor:	0046	Verizon Wireless		
0961340098	Maint shop; on call phone, 3/21-4/20/11	04/19/2011		5.99
0961340098	Maint shop; on call phone, 3/21-4/20/11	04/19/2011		11.96
0961340098	Maint shop; on call phone, 3/21-4/20/11	04/19/2011		11.96
Check Total:				29.91
Check No:	25266	Check Date:	04/19/2011	
Vendor:	1421	Ward's Power Equipment		
32481	Hex nuts for chainsaw	04/19/2011		0.83
32481	Hex nuts for chainsaw	04/19/2011		1.65
32481	Hex nuts for chainsaw	04/19/2011		1.65
Check Total:				4.13
Check No:	25267	Check Date:	04/19/2011	
Vendor:	1105	Washington State Patrol		
I11007771	Background checks	04/19/2011		230.00
Check Total:				230.00
Check No:	25268	Check Date:	04/19/2011	
Vendor:	1408	Washington Workwear Stores Inc		
261	Buck; work boots, rain jacket	04/19/2011		244.33
Check Total:				244.33
Check No:	25269	Check Date:	04/19/2011	
Vendor:	1441	Watson Security		
2803RKS	City hall; entry door lock installation	04/19/2011		638.30
Check Total:				638.30
Check No:	25270	Check Date:	04/19/2011	
Vendor:	1496	Dan Wesley		
1496-4	Wesley; APWA conference, parking	04/19/2011		8.48
Check Total:				8.48

				<u>Check Amount</u>
Check No: 25271	Check Date: 04/19/2011			
Vendor: 2230	Wilbur-Ellis Company			
5288221 RI	Pesticides	04/19/2011		300.61
			Check Total:	300.61
Check No: 25272	Check Date: 04/19/2011			
Vendor: 0137	WMCA			
00309	Michaud; 2011 WMCA dues	04/19/2011		75.00
			Check Total:	75.00
Check No: 25273	Check Date: 04/19/2011			
Vendor: 0781	YWCA of Seattle & King County			
0781-1Qtr1	Human services, Emgcy housing, 1st Qtr	04/19/2011		835.50
0781-1Qtr	Human services, DV services, 1st Qtr	04/19/2011		1,664.00
			Check Total:	2,499.50
Check No: 25274	Check Date: 04/19/2011			
Vendor: 1894	Diana Ziolkowski			
1894-4	Facility monitor, 4/11	04/19/2011		24.00
			Check Total:	24.00
Check No: 25275	Check Date: 04/19/2011			
Vendor: 0019	AWC Employee Benefits Trust			
100106158E	Nemens; COBRA insurance, April	04/19/2011		195.87
100106158E	Nemens; COBRA insurance, April	04/19/2011		457.04
			Check Total:	652.91
Check No: 25276	Check Date: 04/19/2011			
Vendor: 0143	King County Finance			
4077926	Maint; sewer treatment, 1/1-3/31/11	04/19/2011		19.43
4077926	Maint; sewer treatment, 1/1-3/31/11	04/19/2011		19.43
4077926	Maint; sewer treatment, 1/1-3/31/11	04/19/2011		9.71
			Check Total:	48.57
			Date Totals:	334,333.56
			Report Total:	0.00 334,333.56

April 25, 2011

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 25277 through Check # 25277

In the Amount of \$3,437.40

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

			<u>Check Amount</u>
Check No: 25277	Check Date: 04/25/2011		
Vendor: 1111	King County Treasury		
947850-123	Nox Weed/King CD	04/25/2011	12.23
947850-124	Nox Weed/King CD	04/25/2011	12.08
856200-031	Nox Weed/King CD	04/25/2011	12.08
856289-137	Nox Weed/King CD	04/25/2011	14.65
856289-138	Nox Weed/King CD	04/25/2011	12.39
858640-007	Nox Weed/King CD	04/25/2011	12.08
864780-022	Nox Weed/King CD	04/25/2011	12.08
864780-023	Nox Weed/King CD	04/25/2011	12.08
864820-020	Nox Weed/King CD	04/25/2011	12.23
864821-080	Nox Weed/King CD	04/25/2011	12.23
864960-021	Nox Weed/King CD	04/25/2011	12.08
864960-022	Nox Weed/King CD	04/25/2011	12.08
864960-023	Nox Weed/King CD	04/25/2011	12.08
864960-024	Nox Weed/King CD	04/25/2011	12.39
865010-031	Nox Weed/King CD	04/25/2011	12.08
923844-027	Nox Weed/King CD	04/25/2011	12.23
947850-119	Nox Weed/King CD	04/25/2011	12.08
947850-120	Nox Weed/King CD	04/25/2011	12.23
947850-121	Nox Weed/King CD	04/25/2011	12.85
665470-059	Nox Weed/King CD	04/25/2011	12.23
669900-155	Nox Weed/King CD	04/25/2011	12.24
680630-110	Nox Weed/King CD	04/25/2011	12.08
689250-018	Nox Weed/King CD	04/25/2011	12.08
689251-033	Nox Weed/King CD	04/25/2011	12.08
714070-146	Nox Weed/King CD	04/25/2011	12.24
714070-147	Nox Weed/King CD	04/25/2011	15.10
714070-149	Nox Weed/King CD	04/25/2011	12.23
714070-151	Nox Weed/King CD	04/25/2011	12.23
714070-152	Nox Weed/King CD	04/25/2011	12.08
714070-155	Nox Weed/King CD	04/25/2011	12.39
714070-156	Nox Weed/King CD	04/25/2011	12.08
714070-158	Nox Weed/King CD	04/25/2011	12.08
723730-127	Nox Weed/King CD	04/25/2011	13.45
756945-050	Nox Weed/King CD	04/25/2011	12.24
776040-105	Nox Weed/King CD	04/25/2011	12.23
776040-106	Nox Weed/King CD	04/25/2011	12.24
369150-024	Nox Weed/King CD	04/25/2011	12.08
369150-025	Nox Weed/King CD	04/25/2011	12.08
378040-002	Nox Weed/King CD	04/25/2011	12.08
378040-003	Nox Weed/King CD	04/25/2011	12.08
378040-004	Nox Weed/King CD	04/25/2011	12.08
378040-010	Nox Weed/King CD	04/25/2011	12.08
378040-013	Nox Weed/King CD	04/25/2011	12.08
378310-020	Nox Weed/King CD	04/25/2011	12.08
417850-109	Nox Weed/King CD	04/25/2011	12.08
429900-023	Nox Weed/King CD	04/25/2011	12.08
546930-051	Nox Weed/King CD	04/25/2011	12.23
546930-052	Nox Weed/King CD	04/25/2011	12.08
564130-035	Nox Weed/King CD	04/25/2011	12.08
564130-036	Nox Weed/King CD	04/25/2011	12.23
564130-038	Nox Weed/King CD	04/25/2011	12.08
564130-039	Nox Weed/King CD	04/25/2011	12.08
614765-049	Nox Weed/King CD	04/25/2011	12.23
252205-927	Nox Weed/King CD	04/25/2011	12.23
259178-019	Nox Weed/King CD	04/25/2011	12.08
262175-062	Nox Weed/King CD	04/25/2011	12.54
262175-068	Nox Weed/King CD	04/25/2011	12.08
262205-919	Nox Weed/King CD	04/25/2011	12.39
289520-032	Nox Weed/King CD	04/25/2011	12.08
289520-031	Nox Weed/King CD	04/25/2011	12.08

			<u>Check Amount</u>
291661-052	Nox Weed/King CD	04/25/2011	12.39
292206-920	Nox Weed/King CD	04/25/2011	12.08
302206-906	SWM/Nox Weed/King CD	04/25/2011	190.76
352205-915	Nox Weed/King CD	04/25/2011	12.54
352205-922	Nox Weed/King CD	04/25/2011	12.08
362205-903	Nox Weed/King CD	04/25/2011	12.54
362205-917	Nox Weed/King CD	04/25/2011	12.54
362205-919	Nox Weed/King CD	04/25/2011	12.24
362205-919	Nox Weed/King CD	04/25/2011	12.69
228670-011	Nox Weed/King CD	04/25/2011	12.08
232980-069	Nox Weed/King CD	04/25/2011	12.23
232980-070	Nox Weed/King CD	04/25/2011	12.24
232980-071	Nox Weed/King CD	04/25/2011	12.39
232980-072	Nox Weed/King CD	04/25/2011	12.23
242205-900	SWM/Nox Weed/King CD	04/25/2011	145.69
242205-902	Nox Weed/King CD	04/25/2011	13.60
242205-903	Nox Weed/King CD	04/25/2011	443.82
242205-903	Nox Weed/King CD	04/25/2011	12.08
242205-903	Nox Weed/King CD	04/25/2011	12.23
242205-904	Nox Weed/King CD	04/25/2011	12.23
242205-908	Nox Weed/King CD	04/25/2011	12.54
242205-910	SWM/Nox Weed/King CD	04/25/2011	1,117.01
242205-912	Nox Weed/King CD	04/25/2011	12.39
242205-918	Nox Weed/King CD	04/25/2011	14.05
252205-927	Nox Weed/King CD	04/25/2011	12.08
179631-012	Nox Weed/King CD	04/25/2011	12.39
179631-013	Nox Weed/King CD	04/25/2011	12.23
179635-115	Nox Weed/King CD	04/25/2011	13.15
179636-127	Nox Weed/King CD	04/25/2011	12.24
179638-119	Nox Weed/King CD	04/25/2011	12.23
179638-120	Nox Weed/King CD	04/25/2011	12.08
179639-027	Nox Weed/King CD	04/25/2011	12.08
179639-028	Nox Weed/King CD	04/25/2011	12.08
179639-029	Nox Weed/King CD	04/25/2011	12.08
179642-014	Nox Weed/King CD	04/25/2011	12.08
179670-026	Nox Weed/King CD	04/25/2011	12.24
179670-027	Nox Weed/King CD	04/25/2011	12.23
179670-028	Nox Weed/King CD	04/25/2011	12.08
184310-071	Nox Weed/King CD	04/25/2011	12.08
202206-901	SWM/Nox Weed/King CD	04/25/2011	149.15
212206-918	Nox Weed/King CD	04/25/2011	12.84
001190-025	Nox Weed/King CD	04/25/2011	12.23
001190-026	Nox Weed/King CD	04/25/2011	12.54
005030-040	Nox Weed/King CD	04/25/2011	12.08
020003-007	Nox Weed/King CD	04/25/2011	12.08
085100-019	Nox Weed/King CD	04/25/2011	12.39
127400-029	Nox Weed/King CD	04/25/2011	12.08
127400-030	Nox Weed/King CD	04/25/2011	12.08
151590-028	Nox Weed/King CD	04/25/2011	12.39
151591-043	Nox Weed/King CD	04/25/2011	12.08
151591-044	Nox Weed/King CD	04/25/2011	12.08
151592-035	Nox Weed/King CD	04/25/2011	12.08
179620-003	Nox Weed/King CD	04/25/2011	12.08
179620-062	Nox Weed/King CD	04/25/2011	12.24
179620-063	Nox Weed/King CD	04/25/2011	12.23
179620-064	Nox Weed/King CD	04/25/2011	12.23
179631-009	Nox Weed/King CD	04/25/2011	12.08
179631-010	Nox Weed/King CD	04/25/2011	13.60
Check Total:			3,437.40
Date Totals:			3,437.40

Report Total:	0.00	<u>Check Amount</u>	3,437.40
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April 29, 2011

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 04/29/11 consisting of:

PAYLOCITY CHECK # 5153883 through PAYLOCITY CHECK # 5153893 inclusive, plus employee direct deposits

NATIONWIDE FORFEITURE ACCOUNT

IN THE AMOUNT OF \$133,368.20

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

Robert M. Hendrickson
Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

Check Register

CITY OF COVINGTON (B1951)

Check Date: 04/29/2011

Process: 2011042901

Page 1 of 2

Pay Period: 04/10/2011 to 04/23/2011

04/29/2011 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
100121	Regular	4/29/2011	Agnish, Ashley	87.73
100122	Regular	4/29/2011	Kirshenbaum, Kathleen	776.68
100123	Regular	4/29/2011	Lyon, Valerie	1,436.43
100124	Regular	4/29/2011	Matheson, Derek	4,247.33
100125	Regular	4/29/2011	Mhoon, Darren	1,218.03
100126	Regular	4/29/2011	Michaud, Joan	1,825.59
100127	Regular	4/29/2011	Scott, Sharon	2,642.63
100128	Regular	4/29/2011	Slate, Karla	2,192.00
100129	Regular	4/29/2011	Van Tassel, Stacey	22.16
100130	Regular	4/29/2011	Hart, Richard	3,652.30
100131	Regular	4/29/2011	Quintanar, Louis	1,085.16
100132	Regular	4/29/2011	Cles, Staci	1,749.22
100133	Regular	4/29/2011	Hagen, Lindsay	1,450.41
100134	Regular	4/29/2011	Hendrickson, Robert	3,196.72
100135	Regular	4/29/2011	Parker, Cassandra	2,322.61
100136	Regular	4/29/2011	Harto, Margaret	461.75
100137	Regular	4/29/2011	Lanza, Mark	390.86
100138	Regular	4/29/2011	Mhoon, Marla	390.86
100139	Regular	4/29/2011	Scott, James A.	415.57
100140	Regular	4/29/2011	Wagner, Jeffrey	415.57
100141	Regular	4/29/2011	Dalton, Jesse	1,796.22
100142	Regular	4/29/2011	Egbert, Thomas	932.95
100143	Regular	4/29/2011	Garnett, Stuart W.	944.66
100144	Regular	4/29/2011	Guest, Robert	708.49
100145	Regular	4/29/2011	Hall, Ron	987.35
100146	Regular	4/29/2011	Junkin, Ross	2,558.75
100147	Regular	4/29/2011	Marchefka, Joe	2,219.06
100148	Regular	4/29/2011	Wesley, Daniel	1,975.74
100149	Regular	4/29/2011	Bykonen, Brian D.	1,539.97
100150	Regular	4/29/2011	Christenson, Gregg	2,011.94
100151	Regular	4/29/2011	Lyons, Salina	2,239.29
100152	Regular	4/29/2011	Meyers, Robert	3,099.10
100153	Regular	4/29/2011	Ogren, Nelson	2,424.49
100154	Regular	4/29/2011	Thompson, Kelly	1,945.69
100155	Regular	4/29/2011	Morrissey, Mayson	2,510.76
100156	Regular	4/29/2011	Bahl, Rachel	1,475.70
100157	Regular	4/29/2011	Newton, Ethan	1,962.41
100158	Regular	4/29/2011	Patterson, Clifford	2,237.57
100159	Regular	4/29/2011	Thomas, Scott	3,255.12
100160	Regular	4/29/2011	Akramoff, Glenn	3,148.44
100161	Regular	4/29/2011	Bates, Shellie	1,909.35
100162	Regular	4/29/2011	Buck, Shawn	1,405.36
100163	Regular	4/29/2011	Parrish, Benjamin	1,759.40
100164	Regular	4/29/2011	Vondran, Donald	3,359.24
100165	Regular	4/29/2011	Carrillo, Cameron	538.11

Check Register
CITY OF COVINGTON (B1951)

Check Date: 04/29/2011
Process: 2011042901
Pay Period: 04/10/2011 to 04/23/2011

100166 Regular	4/29/2011	Cox, Melissa	191.99
100167 Regular	4/29/2011	Felcyn, Adam	185.76
100168 Regular	4/29/2011	Kiselyov, Tatyana	109.47
100169 Regular	4/29/2011	Lusebrink, Christa	225.56
100170 Regular	4/29/2011	MacConaghy, Hailey	420.48
100171 Regular	4/29/2011	Mathison, Matthew	473.95
100172 Regular	4/29/2011	Middleton, Jordan	235.38
100173 Regular	4/29/2011	Miller, Thomas	187.95
100174 Regular	4/29/2011	Mooney, Lynell	238.49
100175 Regular	4/29/2011	Praggastis, Alexander	184.31
100176 Regular	4/29/2011	Reynolds, Taylor	88.89
100177 Regular	4/29/2011	Beaufriere, Noreen	2,642.27
100178 Regular	4/29/2011	Throm, Victoria	1,877.43
5153883 Regular	4/29/2011	Lucavish, David	415.57
5153884 Regular	4/29/2011	Snoey, Wayne	188.36
5153885 Regular	4/29/2011	Gaudette, John	185.53
5153886 Regular	4/29/2011	Carkeek, Lena	462.78
5153887 Regular	4/29/2011	Eastin, Tatiana	129.98
5153888 Regular	4/29/2011	Farris, Carly	413.11
5153889 Regular	4/29/2011	Goldfoos, Rhyan	432.79
5153890 Regular	4/29/2011	Hatch, Jenessa	92.58
5153891 Regular	4/29/2011	Jensen, Rachel	181.90
5153892 Regular	4/29/2011	Johansen, Andrea	249.27
5153893 Regular	4/29/2011	Panzer, Erika	307.44

Totals for Payroll Checks 69 Items 89,046.01

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
5153894	AGENCY	4/29/2011	Vantagepoint Transfer Agent-	348.55
5153895	AGENCY	4/29/2011	ICMA Retirement Trust	225.00
5153896	AGENCY	4/29/2011	CHAPTER 13 TRUSTEE	1,567.00
5153897	AGENCY	4/29/2011	King County Superior Court	236.17
5153898	AGENCY	4/29/2011	Nationwide	10,812.99
Totals for Third Party		5 Items		13,189.71

Nationwide Forfeiture Account	14466.36
Tax Liability	16398.52
Payroll Fees	267.60
Grand Total	\$133,368.20

Agenda Items 1 & 2
Covington City Council Meeting
Date: May 10, 2011

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC REGARDING THE PROPOSED SIX-YEAR 2012 – 2017 TRANSPORTATION IMPROVEMENT PROGRAM (TIP).

DISCUSS THE PROPOSED SIX-YEAR 2012 - 2017 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. 2012 – 2017 Transportation Improvement Program Map
2. 2012 – 2017 Transportation Improvement Program Summary

PREPARED BY: Shawn Buck, Engineering Technician and Don Vondran, City Engineer

EXPLANATION:

The City is required by RCW 35.77.010 to annually prepare and adopt a comprehensive transportation program for the ensuing six calendar years and to forward a copy of that Six-Year Transportation Improvement Program (TIP) to the Washington State Secretary of Transportation by July 31st. The TIP represents the first six years of the 20-Year Transportation (street) Capital Investment Program. The projects contained in the proposed City of Covington Six-Year TIP 2012 - 2017 are consistent with the transportation projects identified in the Capital Facilities Element of the City's Comprehensive Plan adopted December 16, 2003.

As a segment of the public involvement process, the City Council must hold a public hearing to receive testimony on the TIP. This hearing has been properly noticed in the paper of local circulation. The notification was in the Covington Reporter on April 29, 2011 and May 6, 2011.

The projects listed in the Six-Year TIP are primarily focused on projects that would help alleviate current congestion problems along SE 272nd Street (Kent-Kangley, SR 516). The first three projects listed (1127, 1128, 1124) significantly increases capacity or provides alternatives to SE 272nd Street.

Due to the lack of funding, the following Annual Safety Improvement and Annual Pedestrian Improvement programs will be removed from the 2012 – 2017 TIP:

Annual Safety Improvements

This program provides for the ability to address minor transportation safety issues as they are identified. The scope of each improvement is anticipated to be \$10,000 to \$20,000 with a total of \$50,000 in the program. The project list and priorities will be submitted separately.

Annual Pedestrian Improvements

New pedestrian facilities are provided as an integral part of major street improvements. This program will provide improvements for pedestrian facilities on an interim basis until the associated street project secures funding or to fill gaps generated by development activity. The scope of each improvement is anticipated to be \$5,000 to \$15,000 with a total of \$50,000 in the program. The project list and priorities will be submitted separately.

The proposed 2012 - 2017 Six-Year TIP is presented as follows:

Major Capital Improvement Project Priorities

1. **CIP 1127 SE 272nd Street between Jenkins Creek and 185th Place SE**

This project is to widen and reconstruct a portion of SE 272nd Street between Jenkins Creek and 185th Place SE. This project will include the crossing of Jenkins Creek with a new structure for the stream, widening the street from 2-lanes to 5-lanes including curb and gutter, 8' sidewalks, access control features, landscaping and provisions for u-turns.



2. **CIP 1128 SE 272nd Street between 185th Place SE and 192nd Avenue SE**

This project is to widen and reconstruct a portion of SE 272nd Street between 185th Place SE and 192nd Avenue SE. This project will widen the street from 2-lanes to 5-lanes including curb and gutter, 8' sidewalks, access control features, landscaping and provisions for u-turns.



3. **CIP 1124 185th Place SE Extension from Wax Road/180th Ave SE to SE 272nd Street**

This project connects SE Wax Road/180th Avenue SE to SE 272nd Street via a new route and alignment designated as 185th Place SE. The street section will consist of a 3-lane urban arterial standard with curb, gutter and 8' sidewalks, landscaping strips, illumination and stormwater infrastructure. The project will also include crossing Jenkins Creek. The actual route and alignment will be determined during the design phase.



4. **CIP 1063 SE 272nd Street between 160th Avenue SE and 164th Avenue SE**

This project provides for design and future construction of additional turn lanes, channelization, and signal modifications. Widening SE 272nd Street will require modifications to the existing stream crossing at the intersection. The project length is 800 feet. The improvements will include illumination, landscaping, 10' wide sidewalks with street trees in planting wells.



5. **CIP 1056 SE 256th Street between 172nd Avenue SE and 180th Avenue SE**
CIP 1149 180th Avenue SE between SE 256th Street and SE Wax Road (N)

Portions of these two larger CIP projects (see map – Attachment 1) are being combined to provide improvements adjacent to the new fire station at SE 256th Street and 180th Avenue SE. The improvements will include widening the north side of SE 256th Street from 180th Avenue SE to 176th Avenue SE to match the section at 168th Avenue SE. The frontage along 180th Avenue SE will be widened from the intersection to Crestwood Elementary School.



ALTERNATIVES:

Direct staff to modify the proposed 2012 - 2017 Six-Year TIP.

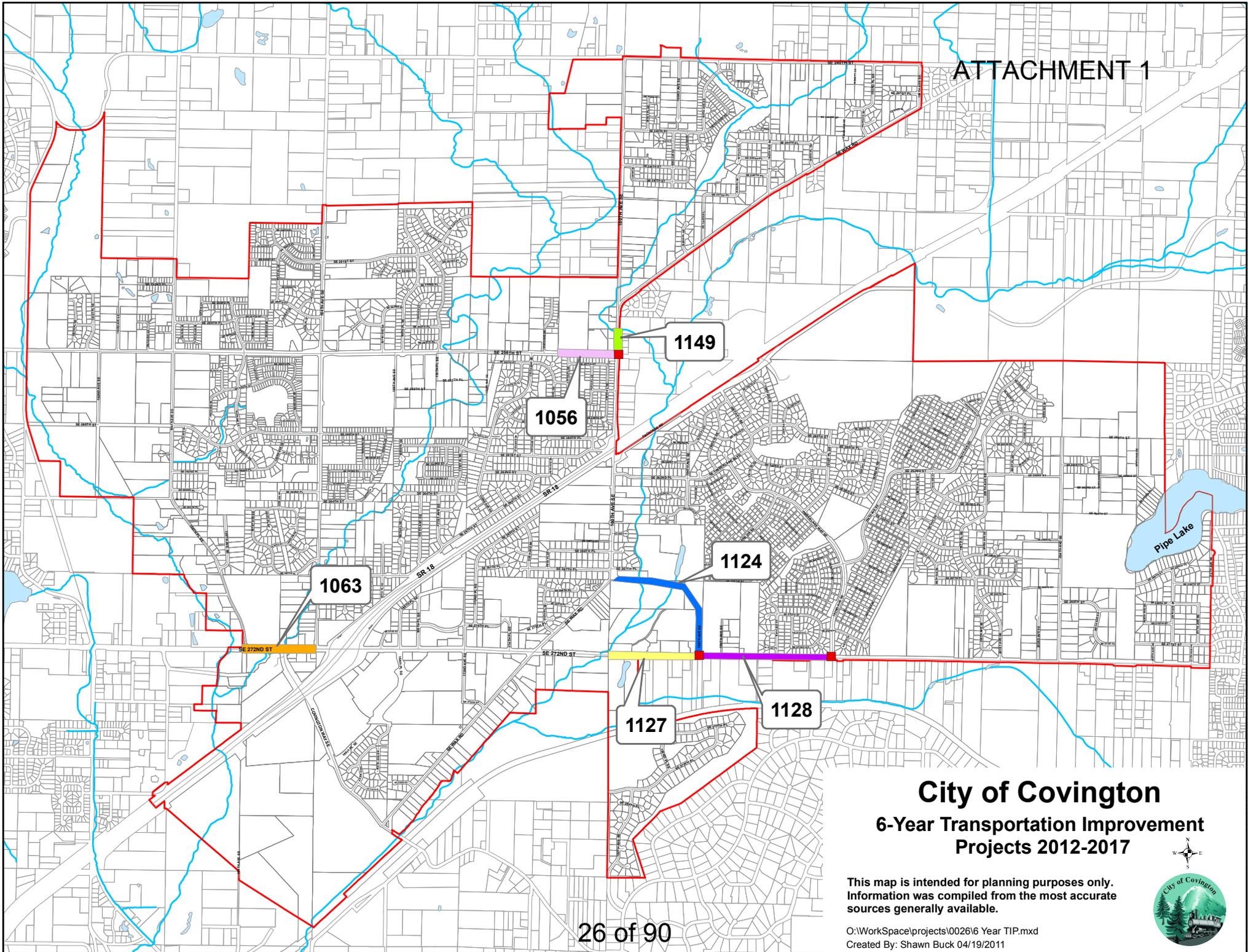
FISCAL IMPACT:

The fiscal impact of each proposed project is indicated in the proposed Six-Year TIP 2012 – 2017. The specific revenue source(s) for the City portion of the funds for each project is determined each year during the budget process. Additional revenues are needed to fund these projects. Possible sources are grants, traffic impact fees and municipal bonds.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

NO ACTION NECESSARY - OPEN PUBLIC HEARING AND DISCUSSION ONLY.

REVIEWED BY: City Manager, City Attorney, Finance Director



1063

1056

1149

1124

1127

1128

City of Covington

6-Year Transportation Improvement Projects 2012-2017

This map is intended for planning purposes only. Information was compiled from the most accurate sources generally available.



CITY OF COVINGTON										
2012 to 2017 Transportation Improvement Program										
Summary					Expenditure Schedule in Thousands					
Priority	City CIP #, Project Name, Termini, Major Class of Work	Phase	Funded	Total Funds	1	2	3	4	5	6
					2012	2013	2014	2015	2016	2017
1	1127, SE 272nd Street (SR 516) Jenkins Creek to 185th Place SE Widen to 5 lanes & reconstruct, Sidewalks, New stream crossing	Dgn		1,474	1,474					
		R-o-W		1,194		1,194				
		Const		11,785			11,785			
		Total Cost		14,453	1,474	1,194	11,785	0	0	0
2	1128, SE 272nd Street (SR 516) 185th Place SE to 192nd Avenue SE Widen to 5 lanes & reconstruct, Sidewalks, New signal.	Dgn		1,229		1,229				
		R-o-W		704		704				
		Const		13,074			13,074			
		Total Cost		15,007	0	1,229	704	13,074	0	0
3	1124, 185th Place SE Extension Wax Road/180th Avenue SE Roundabout to SE 272nd Street New Route, New Alignment, Access management.	Dgn		947			947			
		R-o-W		4,472			4,472			
		Const		10,021				10,021		
		Total Cost		15,440	0	0	947	4,472	10,021	0
4	1063, SE 272nd Street (State Route 516) 160th Avenue SE to 164th Avenue SE Signal modifications, add turn lanes, stream crossing.	Dgn		922				922		
		R-o-W		1,317					1,317	
		Const		9,747						9,747
		Total Cost		11,986	0	0	0	922	1,317	9,747
5	Portions of 1056 and 1149 SE 256th Street and 180th Avenue SE Safety improvements, Sidewalks Signal modifications, add right turn lane.	Dgn		443				443		
		R-o-W		215					215	
		Const		4,723						4,723
		Total Cost		5,381	0	0	0	443	215	4,723
3.0% Annual Construction Cost Increase		TOTAL		62,867	1,574	2,523	13,536	19,011	11,653	14,570

Agenda Item 3

Covington City Council Meeting

Date: May 10, 2011

SUBJECT: INTRODUCTION AND DISCUSSION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF MAPLE VALLEY, COVINGTON AND BLACK DIAMOND FOR JOINT PUBLIC WORKS OPERATIONS AND COOPERATIVE PURCHASING.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Interlocal Agreement between the cities of Maple Valley, Covington and Black Diamond

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

In 2010 at the Tri-City Council Meeting between Covington, Maple Valley and Black Diamond, the Public Works Director from each City made a presentation on opportunities within maintenance and operations for resource sharing. One of the key reasons operations was chosen is that generally those standards are the same or very similar in each jurisdiction. This allows for ease of application of joint services. There were three areas that were focused on 1) Service provided from one City to another; 2) Joint contracted services; and 3) Joint internal activities and projects. There are already a few examples of these activities occurring in Community Development and Public Works including a shared building official and joint site for deicer tanks. Each City Council encouraged the Public Works Directors to proceed with developing an agreement that would provide an avenue for these activities to occur. Since that time the Public Works Directors, Finance Directors and the City Attorneys of each City have been working through the details of an Interlocal Agreement (ILA) between the cities.

The ILA will allow all cities to take advantage of one-time and ongoing opportunities at any given time. Any City will be able to request a service, purchasing, or to joint contract from the other. The scope of this request will be specified in a letter for request for service. A letter of acceptance will specify costs, timelines and resources of the requested services. These two letters will be the instigator for the scheduled work and for the billing process to begin. The City performing the work will be the lead agency and meet all of the responsibilities that go with that title. A monthly meeting will take place for all of the cities to discuss the quality of work, task specific issues and scheduling. This meeting will assure all of the needs are being met to all parties' satisfaction. While many joint items will be administrative in nature, each council will receive a report on any new activities.

Due to review of the ILA by all three cities and possible City Council input, it is staff's recommendation to approve the attached ILA "in substantially similar form." Copies of the final agreement will be provided upon adoption by all three cities.

ALTERNATIVES:

To not enter into Interlocal Agreement with Black Diamond and Maple Valley at this time.

FISCAL IMPACT:

The fiscal impact will vary according to the task, project or purchase. It is the cities' intention that the Interlocal Agreement be mutually beneficial to all parties involved in order to proceed with that activity. If the activity is not meeting the goal that task will be discontinued. In 2011 the activities, contracts and purchases that will occur are already included in the budget for each City. No change in budget is anticipated due to this agreement.

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

Council member _____ moves, Council member _____ seconds, to authorize City Manager to enter into the Interlocal Agreement, in substantially similar form, between the cities of Maple Valley, Covington and Black Diamond for joint Public Works operations and cooperative purchasing.

REVIEWED BY: City Manager; City Attorney, Finance Director

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF MAPLE VALLEY, COVINGTON
AND BLACK DIAMOND FOR JOINT PUBLIC WORKS OPERATIONS AND
COOPERATIVE PURCHASING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the CITY OF MAPLE VALLEY, a Washington municipal corporation (“Maple Valley”), the CITY OF COVINGTON, a Washington municipal corporation (“Covington”), and the CITY OF BLACK DIAMOND, a Washington municipal corporation (“Black Diamond”), (collectively the “Parties, or Cities” or in the singular “Party or City”).

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

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

WHEREAS, the Parties’ Public Works and Parks Departments have similar operational needs and can provide savings to taxpayers through contracting for shared services; and

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

WHEREAS, each Party has agreed to follow the other Parties’ Contracting Procedures for bidding, contracting and purchasing where required by this Agreement; and

WHEREAS, each Party has agreed to compensate the other Parties for expenses incurred when utilizing the procedures offered under this Agreement;

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

1. Purpose. It is the purpose of this Agreement to utilize the provisions of state law to enable the Parties’ to take advantage of economies of scale in sharing resources, by providing services to the other Parties, by conducting joint operations for public works projects, and by utilizing cooperative purchasing.

2. Definitions.

“Contracting Procedures” means the ordinances, resolutions, and administrative orders adopted by a Party that specify the methods by which that Party purchases goods, equipment and

services and the methods by which that Party obtains professional services, advertises for bids and awards contracts.

“Joint Meeting” means the joint annual meeting of the City Councils of Maple Valley, Covington and Black Diamond.

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

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

“Providing Party” means the Party that has received a request to provide services.

“Requesting Party” means the Party that requests services from a Providing Party.

3. Request for Services. The following process shall be followed by the Parties when seeking to engage another Party for joint operations or contracted services under this Agreement (not cooperative purchasing, which is addressed in Section 4, herein):

3.1 Requests for Services. The Requesting Party shall submit a written request (see Attachment 1) to the Providing Party setting forth the requested scope of work, requested duration or frequency of work, the equipment and materials required, the location of the work, the estimated cost of the work and budgeted amount for the work, any additional specifications or standards that must be considered, and a date by which a response is requested. If the Requesting Party is limited in the amount of money it can spend on the request due to a budget appropriation, the Requesting Party must specify that limitation in its request.

3.2 Acceptance of Request for Services. The Providing Party shall respond to the written request for services through a written acceptance or denial (see Attachment 2). Should the Providing Party fail to respond to the Requesting Party by the date specified in the request, the Requesting Party’s request shall expire and be void. An acceptance shall include the agreed upon scope of work, the total estimated direct cost for the work, the estimated indirect cost (all administrative charges and overhead), whether a deposit will be required and if so, for what purpose, and the duration and/or schedule for the work and any specifications or standards that will be applicable. The written acceptance shall require the signature of the appointed administrator of the Providing Party, the appointed administrator of the Requesting Party, and the signature of each such Party’s respective City Manager/City Administrator.

3.2.1 Outside Vendor Contracts. If the Providing Party’s services to be rendered are services provided by a contract between the Providing Party and an outside vendor, the Providing Party’s contract with the vendor shall reference this

Agreement and specify that the vendor agrees to provide services to a Party other than the Providing Party. The Providing Party shall provide a copy of its contract with the outside vendor to the Requesting Party with its written acceptance to the Requesting Party.

3.3 Providing Party as Lead Agency. The Providing Party shall be the Lead Agency and shall have administrative oversight of the services requested, any advertisement for bids and award of contract, and the accounting for the services. The Lead Agency shall generally incur the cost of the service being performed to the Requesting Party and, in most circumstances, shall be responsible for invoicing the Requesting Party for services rendered.

3.4 Increases to Budgeted Amount. Under no circumstances shall the cost of a Providing Party's services to a Requesting Party exceed the stated budget amount in the request from the Requesting Party. Any costs incurred by the Providing Party in excess of the stated budget amount shall not be invoiced to the Requesting Party until and unless the Providing Party has received a letter from the Requesting Party with approval to increase the budget amount for the service.

3.5 Services that Require Bidding and Contracting. A service that requires an advertisement for bids and an award of contract shall be specified by the Providing Party in its written acceptance. Pursuant to Subsection 3.3, the Providing Party, as Lead Agency, shall be solely responsible for conducting an advertisement for bids and awarding a contract. In advertising for bids and awarding a contract the Providing Party shall follow state law and its adopted local ordinances/rules. The Providing Party may consult with the Requesting Party as to the terms and provisions in a request for bids, but the Requesting Party shall have no role in awarding the contract. The Providing Party assumes sole responsibility for compliance with state law and its adopted local ordinances and rules pertaining to the award of the contract, management of the contract, contract close-out, warranty and required financial guarantees. Any claims by laborers/materialmen/mechanics/suppliers shall be handled by the Providing Party. Resolution of any dispute under the contract awarded by the Providing Party shall be the sole responsibility of the Providing Party. The prosecution or defense of any legal claim involving the contract awarded by the Providing Party shall be the sole responsibility of the Providing Party. The Providing Party may request contribution or assistance from the Requesting Party in resolving any dispute or in prosecuting or defending any legal claim involving the contract awarded by the Providing Party, but any such contribution or assistance shall be at the sole discretion of the Requesting Party.

3.6 Care and Maintenance of Equipment. The Parties agree that any time a request is made for the use of equipment, the Requesting Party shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Providing Party. The Requesting Party shall permit the equipment to be used only by properly trained and supervised operators. Any damage to the equipment other than normal wear and tear will be the responsibility of the Party in possession of the equipment at the time the equipment is damaged. The Providing Party may require, at its

sole discretion, that only the Providing Party's personnel operate certain equipment. In doing so, the Providing Party shall be deemed an independent contractor, pursuant to Section 12, and the Providing Party's employees shall not be deemed employees of the Requesting Party. The Providing Party's operator shall perform under the general direction and control of the Requesting Party but shall retain full control of the manner and means of using the equipment.

3.7 Right of Entry. The Parties to this Agreement hereby grant and convey to each other the right to enter upon all land in which the Parties have an interest, within or adjacent to the right-of-way of a highway, road or street for the purpose of accomplishing all work or services requested as part of this Agreement.

4. Joint and Cooperative Purchasing.

4.1 Contract Piggybacking. Each Party to this Agreement has adopted its own Contracting Procedures pertaining to purchasing and the award of contracts. A piggybacking Party bears the sole responsibility for conducting its own due diligence to determine whether the non-piggybacking Party has lawfully entered into a contract for purchasing and/or services according to that Party's adopted Contracting Procedures prior to placing any orders, or engaging services from a provider under the non-piggybacking Party's contract. Due diligence includes ascertaining whether the non-piggybacking Party's contract with an outside vendor allows a Party to piggyback.

4.2 Contracting Procedures. Each Party's Contracting Procedures are specified herein as follows:

4.2.1 Maple Valley. Maple Valley's Contracting Procedures are codified at Chapter 2.75 MVMC. Maple Valley's contracting procedures include: (a) a process for utilizing the MRSC Small Works Roster and Consulting Roster for Professional, Engineering and Architectural Services, and establishing a Limited Public Works Process pursuant to Resolution R-08-628, as amended by R-09-698; (b) a process for public works project closeout pursuant to Resolution R-09-720; (c) administrative order A-09-01 establishing procedures for formal competitive bid solicitation and bid award for public works contracts over \$300,000 and purchases over \$35,000; (d) administrative order A-09-02 establishing a process for obtaining informal, competitive quotes; (e) administrative order A-10-04 establishing retainage release requirements for public works projects; and (f) administrative order A-10-05 establishing a process for delegation of contract signature authority to Department Directors. Maple Valley's Contracting Procedures are attached hereto and incorporated herein as Attachment 3.

4.2.2 Covington. Covington's Purchasing Policies and Procedures are adopted by Resolution No. 10-14 effective June 8, 2010. Covington's Purchasing Policies and Procedures are attached hereto and incorporated herein as Attachment 4.

4.2.3 Black Diamond. Black Diamond's Procedures are established by Ordinance 07-828. Black Diamond's Procedures are attached hereto and incorporated herein as Attachment 5.

4.3 Piggybacking Party's Responsibilities. If the piggybacking Party decides to utilize the non-piggybacking Party's contract to purchase supplies, equipment, or services, the piggybacking Party bears the sole responsibility for observing the terms of the non-piggybacking Party's contract and assumes any liability under the terms of the contract between the non-piggybacking Party and the vendor/service provider pertaining to the supplies, equipment or services it obtains under that contract, thereby stepping into the shoes of the non-piggybacking Party for all purposes for which the piggybacking Party is utilizing the non-piggybacking Party's contract.

4.4 Piggybacking Not Authorized. This Agreement does not authorize any Party to piggyback onto any Party's Intergovernmental Agreement for State Purchasing Cooperative with the State of Washington, Department of General Administration.

5. Administration.

5.1 Joint Administrative Board. The Parties shall each appoint a representative to administer the terms of this Agreement, and the appointed administrators shall comprise the Joint Administrative Board. The appointed administrators, which may be amended from time to time with notice to the other Parties are:

For Maple Valley:
Steve Clark, Public Works Director
22035 SE Wax Road
P.O. Box 320
Maple Valley, WA 98038
(425) 413-8800

With a copy to:
David W. Johnston, City Manager

For Covington:
Glenn Akramoff, Public Works Director
16720 SE 271st Street, Suite 100
Covington, WA 98042
(253) 638-1110

With a copy to:
Derek Matheson, City Manager

For Black Diamond:

Seth Boettcher, Public Works Director
P.O. Box 599
24301 Roberts Dr
Black Diamond, WA 98010
(360) 886-2560

With a copy to:
Rebecca Olness, Mayor

5.1.1 Notices. Notices to be provided pursuant to this Agreement shall be provided in writing to the persons indicated herein, at the addresses indicated herein. Notices shall be deemed delivered three (3) days after placement of the notice in the U.S. Mail, first class postage pre-paid. Courtesy copies of notices may be provided via email transmission but shall not constitute delivery of written notice as set forth herein.

5.2 Coordination. All Parties shall participate in regularly scheduled meetings to discuss the services being provided under this Agreement and any issues that arise. Meeting attendees shall include each Party's appointed administrator or his/her designee(s), as well as any staff who administer service requests pursuant to this Agreement. Summaries of these meetings shall be provided to the administrator for each Party. An annual report shall be developed by the Parties and considered at the Joint Meeting to assess the effectiveness of this Agreement.

5.3 Legislative Updates. Each Party shall have discretion as to the frequency of communications with its City Council regarding services performed under this Agreement..

5.4 Audit of Lead Agency. A Lead Agency shall be subject to audit by any other Party to this Agreement upon five (5) days advance notice. A Lead Agency shall make its records available to any other Party for any service, project, cooperative purchase, or joint undertaking for which it provided services as Lead Agency. A Lead Agency shall retain all records pertaining to any service, project, cooperative purchase, or joint undertaking per state archival timelines. Such records shall include, but are not limited to: bid documents, contracts, change orders, work orders, contract close out records, labor timekeeping records, and financial records.

6. Term of Agreement. This Agreement shall become effective as of the last date this Agreement is (a) approved by the legislative body of Maple Valley, the legislative body of Covington, and the legislative body of Black Diamond; and (b) subsequently executed by each Party according to that Party's adopted policies and procedures. Unless terminated by all Parties pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect until December 31, 2015. This Agreement may be extended by written agreement of the Parties subject to the approval of such extension by each Party's legislative body.

7. **Payment.** The Parties shall pay for services provided pursuant to the following provisions:

7.1 Payments for Materials and Services.

Each Requesting Party shall pay for actual direct and related indirect costs including any overhead and administrative charges, for products/materials/equipment and services purchased or provided by the Providing Party. All costs shall be part of the written acceptance pursuant to Section 3. Any indirect costs may be waived by the Providing Party at its discretion.

7.2 Billing Statement. The Providing Party shall submit a monthly invoice to the Requesting Party(ies) on a form agreed upon by the appointed administrators and shall contain the amount of products/materials/equipment and/or services purchased during the preceding month. Payment shall be made by the Requesting Party each month within thirty (30) days of receipt of the invoice.

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

7.4 Reconciliation. Within thirty (30) days of submitting the last invoice for a service rendered under this Agreement, the Parties shall reconcile their respective accounts and provide a copy of the reconciliation to the other Parties. If the Parties' reconciliations do not match, the Parties shall schedule a meeting within fourteen (14) days of receipt of the reconciliation statement to resolve the discrepancy(ies). If the discrepancy(ies) cannot be resolved, the Parties shall utilize the dispute process set forth in Subsection 7.3. Final payment and reconciliation of all accounts for all services rendered under this Agreement shall occur within ninety (90) days of the effective date of termination of this Agreement; or, no later than ninety (90) days after any service was rendered.

8. **Ownership of Property; Financing.**

8.1 Acquisition of Property. Any property owned by a given Party at the time of execution of this Agreement shall remain the property of that Party. Any property jointly acquired by Parties under this Agreement shall require a separate, written agreement to specify the terms under which said property will be acquired, the Party responsible for

storage, maintenance, and insurance of said property, and all other necessary terms including disposition of said property.

8.2 Financing. Should the Parties desire to jointly finance acquisition of property, or to jointly finance a public works project, the Parties collectively, or individually, are authorized under this Agreement to establish one or more funds to be titled, "Operating fund of Joint Board for Tri-City cooperative purchasing and contracting for _____[specify project/purchase]."

9. Termination.

9.1 Termination by Notice. Any Party may terminate its participation in this Agreement by providing the other Parties with sixty (60) days advance written notice of the effective date of such termination. The Party providing such notice shall remain responsible for any costs incurred under this Agreement, including any costs to which the Party is contractually obligated under any joint undertaking that extends beyond the sixty (60) day termination date provided in the notice of termination. This Agreement remains in full force and effect so long as two (2) or more Parties remain signatories to the Agreement.

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

9.3 Termination for Breach. Any Party may terminate its participation in this Agreement with fourteen (14) days advance written notice to the other Parties for material breach of the terms of this Agreement, provided that disputes regarding billing statements shall be handled pursuant to Subsection 7.3 and shall not be deemed a breach of this Agreement except as set forth in Subsection 7.3.

10. Indemnification and Hold Harmless.

10.1 Covington. Covington agrees to defend, indemnify, and hold harmless Maple Valley and Black Diamond and each of their respective employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising from or caused by any negligent or tortious actions or inactions, and any and all losses, claims, liabilities, lawsuits, or legal judgments arising from any willful or knowing violation of law by Covington or any of its employees, officials, agents, or volunteers while performing its duties and obligations under this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, related to Covington's negligence, or tortious actions or inactions shall be paid by Covington or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole

negligence of Maple Valley or Black Diamond or their officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

10.2 Maple Valley. Maple Valley agrees to defend, indemnify, and hold harmless Covington and Black Diamond and each of their respective employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising from or caused by any negligent or tortious actions or inactions, and any and all losses, claims, liabilities, lawsuits, or legal judgments arising from any willful or knowing violation of law by Maple Valley or any of its employees, officials, agents, or volunteers while performing its duties and obligations under this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, related to Maple Valley's negligence, or tortuous actions or inactions shall be paid by Maple Valley or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of Covington or Black Diamond or their officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

10.3 Black Diamond. Black Diamond agrees to defend, indemnify, and hold harmless Covington and Maple Valley and each of their respective employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising from or caused by any negligent or tortious actions or inactions, and any and all losses, claims, liabilities, lawsuits, or legal judgments arising from any willful or knowing violation of law by Black Diamond or any of its employees, officials, agents, or volunteers, while performing its duties and obligations under this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, related to Black Diamond's negligence, or tortuous actions or inactions shall be paid by Black Diamond or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of Maple Valley or Covington or their officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

10.4 Usage of Equipment. When using Providing Party's equipment only, the Requesting Party will protect, save and hold harmless and indemnify the Providing Party and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the Requesting Party or its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement arising solely out of the Requesting Party's use of the Providing Party's equipment. In such cases, the Requesting Party further agrees to defend the Providing Party and its

officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Providing Party or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

10.5 Usage of Both Equipment and Labor. When the Providing Party provides both equipment and labor, the Providing Party will protect save and hold harmless and indemnify the Requesting Party and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the Providing Party or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities authorized by this Agreement arising out of the use of both the Providing Party's equipment and labor. In such cases, the Providing Party further agrees to defend the Requesting Party and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Requesting Party or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

10.6 Concurrent Negligence. If the claims or damages are caused by or result from the concurrent negligence of the Providing Party and their officers, agents, employees, assigns, contractors, licensees or invitees and the Requesting Party, its officers, agents, employees, assigns, contractors, licensees, or invitees and involves those actions covered by RCW 4.24.115, both the Providing Party and the Requesting Party shall be liable only to the proportional extent of their respective negligence.

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

11. Insurance. Maple Valley and Covington are members of Washington Cities Insurance Authority Risk Pool (WCIA), and, consistent with policies established by WCIA, Maple Valley and Covington are insured and agrees to maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by each Party, its agents, representatives, or employees.

Black Diamond is a member of the Cities Insurance Association of Washington. Chapter 48.62 RCW authorizes the governing body of any one or more governmental entities to form together into or join a pool or organization for joint purchasing of insurance, and/or joint self-insuring, and/or joint hiring or contracting for risk management services to the same extent that they may

individually purchase insurance, self-insure, or hire or contract for risk management services. An agreement to form a pooling arrangement was made pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act.

No Limitation. Each Party's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of any other Party to the coverage provided by such insurance, or to otherwise limit any other Party's recourse to any remedy available at law or in equity.

11.1 Minimum Scope of Insurance. Each Party shall obtain insurance of the types described below:

11.1.1 Automobile liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall provide liability coverage for bodily injury, including personal injury or death, and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

11.1.2 Commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury, for bodily injury, including personal injury or death, products liability, and property damage.

11.1.3 Workers' compensation and employer's liability insurance in sufficient amounts as required by the industrial insurance laws of the State of Washington.

11.1.4 Professional liability insurance covering any negligent professional acts, errors, or omissions, for which each Party is legally responsible and for damages sustained by reason of or in the course of operation under this Agreement.

11.2 Minimum Amounts of Insurance. Each Party shall maintain the following insurance limits:

11.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

11.2.2 Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$3,000,000 general aggregate.

11.2.3 Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

11.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability and commercial general liability insurance:

11.3.1 Covington's insurance coverage shall be primary insurance as respect to Maple Valley. Any insurance, self-insurance, or insurance pool coverage maintained by Maple Valley shall be excess of Covington's insurance and shall not contribute with it. Maple Valley's insurance coverage shall be primary insurance as respect to Covington. Any insurance, self-insurance or insurance pool coverage maintained by Covington shall in excess of Maple Valley's insurance and shall not contribute with it.

11.3.2 Each Party's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Party affected by the cancellation.

11.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

11.5 Verification of Coverage. Each Party shall furnish the other Party with evidence of coverage evidencing that Party's insurance requirements before commencement of the work.

12. Independent Service Provider.

12.1. The Parties intend that an independent contractor relationship is created by this Agreement. No Party will exercise control and direction over the work of any other Party, and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the Party that is responsible for providing the services. No agent, employee, servant or representative of a Party shall be deemed to be an employee, agent, servant or representative of the other Party for any purpose, and the employees of the Party are not entitled to any of the benefits the other Party provides for its employees. Each Party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

12.2 In the performance of the services herein contemplated each Party is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the other Parties and shall be subject to the other Parties' general rights of inspection and review to secure the satisfactory completion thereof.

12.3 As an independent contractor, each Party shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

13. Miscellaneous.

13.1 Non-Waiver of Breach. The failure of any Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to

exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

13.2 Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subject to Subsection 7.3, if the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process.

13.3 Assignment. This Agreement is not assignable by any Party, in whole or in part.

13.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless made in writing and approved by the legislative body of each city.

13.5 Compliance with Laws. Each Party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

13.5.1 Nondiscrimination in Employment. In the performance of this Agreement, no Party will discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; unless based upon a bona fide occupational qualification. Each Party shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

13.5.2. Nondiscrimination in Services. No Party will discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

13.6 Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

13.7 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

13.8 Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the Party who prepared the Agreement shall not apply.

13.9 No Third Party Beneficiaries. This Agreement is between the Parties and is not meant to benefit any third party.

13.10 Counterparts. This Agreement may be executed in multiple counterparts, any of which shall constitute an agreement by and among the Parties who have executed this Agreement, provided that each Party shall transmit to the attention of the Covington City Clerk an original, executed signature page of this Agreement. The Covington City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Covington City website pursuant to RCW 39.34.040. Upon execution of an original of this Agreement, and posting of a copy of a Party's executed signature page on the City of _Covington website, each such counterpart shall constitute an agreement binding upon all who have so executed this Agreement.

13.11 Waiver. No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

Signatures appear on next page

IN WITNESS WHEREOF, the parties below execute this Agreement, which shall become effective pursuant to the terms of Section 5, herein.

<p>COVINGTON:</p> <p>CITY OF COVINGTON:</p> <p>By: _____ (signature)</p> <p>Print Name: <u>Derek M. Matheson</u></p> <p>Its <u>City Manager</u></p> <p>DATE: _____</p>	<p>MAPLE VALLEY:</p> <p>CITY OF MAPLE VALLEY:</p> <p>By: _____ (signature)</p> <p>Print Name: <u>David W. Johnston</u></p> <p>Its <u>City Manager</u></p> <p>DATE: _____</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Sara Springer, City Attorney</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Christy A. Todd, City Attorney</p>

<p>BLACK DIAMOND:</p> <p>CITY OF BLACK DIAMOND:</p> <p>By: _____ (signature)</p> <p>Print Name: <u>Rebecca Olness</u></p> <p>Its <u>Mayor</u></p> <p>DATE: _____</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Chris Bacha, City Attorney</p>

REQUEST FOR SERVICES
Example

DATE

NAME
ADDRESS
CITY STATE ZIP

RE: Request for Services

Dear ILA Administrator:

As per Section 3.1 of the Interlocal Agreement between the Cities of Maple Valley, Black Diamond and Covington the City of _____ requests the City of _____ provide _____ services.

Scope of Service Requested:

- Task/Project summary including frequency and requested start date of task.
- Specifications or standards of requestor for task/project.
- Equipment and materials requested.
- Equipment and materials provided by requestor.
- Attachments (list and map of location).

Financial Considerations:

- Requestors budget not to exceed \$_____ for task.
- Request for direct and indirect cost of project or task.

Please provide the estimated cost for the above task/project to include the scope of services and financial considerations no later than [DATE]. Thank you for your consideration.

Sincerely,

ILA Administrator

ACCEPTANCE/DENIAL OF SERVICES
Example

DATE

NAME
ADDRESS
CITY STATE ZIP

RE: Acceptance of Request for Service

Dear ILA Administrator:

As per Section 3.1 of the Interlocal Agreement between the Cities of Maple Valley, Black Diamond and Covington the City of _____ accepts the City of _____ request to provide _____ services.

Agreed to Scope of Service:

- Task/Project summary including frequency and requested start date of task.
- Specifications or standards of requestor for task/project.
- Equipment and materials requested.
- Equipment and materials provided by requestor.
- Attachments (list and map of location).

Financial Considerations:

DESCRIPTION	AMOUNT
Budget not to Exceed for Task	\$
Direct Cost of Task/Project	\$
Direct Cost of Equipment	\$
Direct Cost of Materials	\$
Direct Cost of Personnel	\$
Indirect Costs	\$
Total Cost	\$

The City of _____ will contact you via phone to coordinate the scheduling of Tasks/Project within the next five business days. Thank you for your request.

Sincerely,

ILA Administrator

City Manager/City Administrator or Mayor

**City of Maple Valley
Contracting Procedures**

**City of Covington
Contracting Procedures**

Quick Reference Sheet

TYPE	AMOUNT	APPROVAL AUTHORITY	PROCEDURE
Purchase of Supplies, Materials and Equipment	Up to \$2,500	Staff with Director's Authorization	Informal Telephone Quotes P.O. and/or Invoice
	Up to \$7,500	Department Director	Informal Telephone Quotes P.O. and/or Invoice
	\$7,501 - \$15,000	City Manager	Telephone/written quotes from Roster of Vendors or Competitive Bid P.O. and/or Invoice
	\$15,001 and above	City Council	Competitive Bid P.O. and/or Invoice
Public Works Contracts	Up to \$7,500	Department Director	Contract/P.O.
	\$7,501 - \$15,000	City Manager	Contract/P.O.
	\$15,001 - \$20,000 (one trade)	City Manager	Contract/P.O.
	\$20,001 - \$45,000 (multiple trades)	City Manager	Small Works Roster/Contract/P.O.
	\$45,001 - \$200,000	City Council	Small Works Roster or Competitive Bid
	Over \$200,000	City Council	Competitive Bid
Architects & Engineers	Up to \$7,500	Department Director	Contract/P.O. and Invoices
	\$7,501 - \$30,000	City Manager	Contract/P.O. and Invoices
	\$30,001 and above	City Council	Contract/P.O. and Invoices
Professional Services	Up to \$2,500	Staff with Director's Authorization	Contract/P.O. and Invoices
	Up to \$7,500	Department Director	Contract/P.O. and Invoices
	\$7,501 - \$30,000	City Manager	Contract/P.O. and Invoices
	\$30,001 and above	City Council	Contract/P.O. and Invoices
Emergency Purchase	N/A	See Emergency Procedures	P.O./Contract within 48 hours
Petty Cash	Up to \$20	Budget Authority	Signed Receipt

**City of Black Diamond
Contracting Procedures**

Black Diamond's procedures relating to purchasing and public works contracting, are established by Ordinance 07-828 adopted in May of 2007 and follow RCW 39.01.190 and RCW 39.04.155.

The Ordinance establishes procedures relating to purchasing and public works contracting, establishes a vendor list process for the purchasing of supplies, materials and equipment and establishes a small works roster process to award Public Works contracts and adds to the Black Diamond Municipal code a New Chapter 2.90 and new sections 2.90.010 and 2.90.020 and 2.90.03

Resolutions 08-519 adopted June 19, 2008 establishes a small works and consulting Roster and utilizes Municipal Research Services for the administration of these rosters. For small Public works projects up to \$200,000 and for Consultant Rosters for Engineering, Architectural, or other Consultants.

Agenda Item 4

Covington City Council Meeting

Date: May 10, 2011

SUBJECT: CONSIDER ORDINANCE ADOPTING A NON-EXCLUSIVE FRANCHISE WITH ELECTRIC LIGHTWAVE, LLC, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR TELECOMMUNICATION SYSTEMS IN CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF COVINGTON.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

- 1. Ordinance for Franchise Agreement with Electric Lightwave, LLC

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

In April 1998, the City of Covington granted a franchise agreement to Electric Lightwave, LLC (Parent Company of Integra Telecom) to operate a telecommunication system within the City right-of-way. The term of that agreement was five years and ran out in 2003. Neither Electric Lightwave, LLC nor the City initiated a franchise update at that time.

In early 2011, Electric Lightwave, LLC approached the City for an updated franchise. Since that time discussions and review of a new agreement have taken place. Having had no issues with the relationship between Electric Lightwave, LLC and the City of Covington, updated format and insurance information are the only minor changes from the original franchise agreement.

ALTERNATIVES:

None

FISCAL IMPACT:

As per the franchise agreement the City can recover administrative fees of putting together the franchise agreement. It has been agreed with Electric Lightwave, LLC that \$1,500.00 will be paid to the City for those administrative costs upon adoption of the franchise.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to adopt an ordinance granting a non-exclusive franchise with Electric Lightwave, LLC.

REVIEWED BY: City Manager, City Attorney, Finance Director

ORDINANCE NO. 07-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON GRANTING UNTO ELECTRIC LIGHTWAVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR THE RIGHT, PRIVILEGE, AUTHORITY AND NON-EXCLUSIVE FRANCHISE FOR FIVE YEARS TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR TELECOMMUNICATIONS SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF COVINGTON, WASHINGTON.

WHEREAS, Electric Light Wave, LLC (ELI) has requested that the City Council grant it a non-exclusive franchise; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties (RCW 35A.47.040);

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

Section 1. Franchise Granted. Pursuant to RCW 35A.47.040, the City of Covington, a Washington Municipal Corporation (hereinafter the "City"), hereby grants to ELI, a company organized under the laws of the State of Delaware, its successors, and assigns, subject to the terms and conditions hereinafter set forth, a franchise for a period of five (5) years, beginning on the effective date of this ordinance.

This franchise shall grant ELI the right, privilege and authority to construct, operate, maintain, replace, and use all necessary equipment and facilities thereto for a telecommunications system, in, under, on, across, over, through, along or below the public right-of-ways located in the City, as approved under City permits issued pursuant to this franchise. Said facilities shall not include towers, mono poles, antennas, or other equipment for the transmission of public wireless telecommunications. However, antennas for GPS timing, GPS locating, or other monitoring or sensor equipment for ELI's internal use, shall be permitted. Public "rights-of-way" as used herein means all public streets, roads, alleys and highways of the City as now or hereafter laid out, platted, dedicated or improved.

Section 2. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any of said right-of-ways. Such franchise shall in no way prevent or prohibit the City from using any of said roads, streets or other public properties or affect its jurisdiction over them or any part of

them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-ways, thoroughfares and other public properties of every type and description.

Section 3. Location of Telecommunications System Facilities. ELI is constructing a fiber optic network, consisting partially of facilities within the City.

Section 4. Relocation of Telecommunications System Facilities.

4.1 ELI agrees and covenants at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street, any of its installations when so required by the City by reason of traffic conditions or public safety, dedications of new rights-of-way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity, provided that ELI shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of cable required to be temporarily disconnected or removed.

4.2 Any condition or requirement imposed by the City upon any person or entities (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permit for zoning, land use, construction or development) which reasonably necessitates the relocation of ELI's facilities within the franchise area shall be a required relocation for purposes of subsection 4.1 above.

4.3 If the City determines that the project necessitates the relocation of ELI's then existing facilities, the City shall:

- A. At least sixty (60) days prior to the commencement of such improvement project, provide ELI with written notice requiring such relocation; and
- B. Provide ELI with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for ELI's facilities so that ELI may relocate its facilities in other City right-of-way in order to accommodate such improvement project.
- C. After receipt of such notice and such plans and specifications, ELI shall complete relocation of its facilities at least ten (10) days prior to commencement of the City's project at no charge or expense to the City.

- D. Relocation shall be accomplished in such a manner as to accommodate the City's project.

4.4 ELI may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise ELI in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, ELI shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by ELI full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, ELI shall relocate its facilities as otherwise provided in the Section. The provisions of this Section shall survive the expiration or termination of this franchise agreement for a period of three (3) years.

4.5 The provisions of this Section shall in no manner preclude or restrict ELI from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 5. Undergrounding of Facilities. In any area of the City in which there are no aerial facilities, or in any area in which telephone, electric power wires and cables have been placed underground, ELI shall not be permitted to erect poles or to run or suspend wires, cables or other facilities thereon, but shall lay such wires, cables or other facilities underground in the manner required by the City. ELI acknowledges and agrees that if the City does not require the undergrounding of its facilities at the time of permit application, the City may, at any time in the future, require the conversion of ELI's aerial facilities to underground installation at ELI's expense.

Whenever the City may require the undergrounding of the aerial utilities in any area of the City, ELI shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. Where other utilities are present and involved in the undergrounding project, ELI shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of ELI's own facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of ELI facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 6. Maps and Records. After construction is complete, and as a condition of this franchise, ELI shall provide the City upon request and at no cost, a copy of all as-built plans, maps and records revealing the final location and condition of its facilities within the public right-of-ways and public places.

Section 7. Excavations. During any period of relocation, construction or maintenance, all work performed by ELI or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. ELI shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Whenever ELI shall excavate in any public right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its cable or equipment, it shall apply to the City for a permit to do so and, in addition, shall give the City at least five (5) working days prior notice of its intent to commence work in the public right-of-way. In no case shall any work commence within any public right-of-way without a permit, except as otherwise provided in this franchise ordinance.

If either the City or ELI shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

- A. Such joint use shall not unreasonably delay the work of the party causing the excavation to be made;
- B. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and
- C. Either party may deny such request for safety reasons. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 8. Restoration after Construction. ELI shall, after abandonment approved under Section 14 herein, or installation, construction, relocation, maintenance or repair of its facilities within the franchise area, restore the surface of the right-of-way to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair. The Public Works Director shall have final approval of the condition of such streets and public places after restoration. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. ELI agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the franchise area or other affected area at its sole cost and expense. The provisions of this Section shall survive the expiration, revocation or termination by other means of this franchise, for a period of three (3) years.

Section 9. Emergency Work – Permit Waiver. In the event of any emergency in which any of ELI's facilities located in or under any street breaks, become damaged, or if ELI's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve ELI from the requirement of obtaining any permits necessary for this purpose, and ELI shall apply for all such permits not later than the next succeeding day during which the Covington City Hall is open for business.

Section 10. Dangerous Conditions. Authority for City to Abate. Whenever the construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may direct ELI, at ELI's own expense, to take actions to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that ELI fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or actions regarded as necessary safety precautions, and ELI shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation or termination of this franchise, for a period of three (3) years.

Section 11. Recovery of Costs. ELI shall pay a filing fee for the City's administrative costs in drafting and processing this franchise agreement and all work related thereto. ELI shall further be subject to all permit fees associated with activities undertaken through the authority granted in this franchise ordinance or under the laws of the City. Where the City incurs costs and expenses for review, inspection or supervision of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, ELI shall pay such costs and expenses directly to the City. In addition to the above, ELI shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency involving ELI's cable and facilities. All City costs, fees, or expenses which are reimbursable by the terms of this agreement shall be subject to RCW 35.21.860.

Section 12. City's Reservation of Rights. Pursuant to Section 35.21.860 of the Revised Code of Washington (RCW), the City is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.04.065, except for administrative expenses or any tax authorized by RCW 35.21.865. ELI hereby warrants that its operations as authorized under this franchise are those of a telephone business as defined in RCW 82.04.065. As a result, the City will not impose a franchise fee under the terms of this ordinance, other than as described herein.

However, the City hereby reserves its right to impose a franchise fee on ELI for purposes other than to recover its administrative expenses, if ELI's operations as authorized by this franchise change so that not all uses of the franchise are those of a "telephone business" as defined in RCW 82.04.065; or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that ELI obtain a separate franchise for its change in use, which franchise may include provisions intended to regulate ELI's operations, as allowed under applicable law.

Section 13. Indemnification: ELI hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgements, awards or liability to any person, including claims by ELI's own employees for which ELI might otherwise be immune under Title 51 RCW, for injury or death of any person or damage to property caused by or arising out of the negligent acts or omissions of ELI, its agents, servants, officers or employees in the performance of this franchise, and any rights granted hereunder.

Inspection or acceptance by the City of any work performed by ELI at the time of completion of construction shall not be grounds for avoidance by ELI of any of its obligations under this Section. Said Indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that ELI refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification provision contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of ELI, then ELI shall pay all of the City's reasonable and documented costs for defense of the action, including all expert witness fees, costs, and attorney's fees, including costs and fees incurred in recovering under this indemnification provision.

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 ELI and the City, its officers, employees and agents, ELI's liability hereunder shall be only to the extent of ELI's negligence. It is further specifically and expressly understood that the indemnification provision provided herein constitutes ELI's waiver of immunity under 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 franchise agreement, for a period of three (3) years.

Section 14. Insurance. ELI shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to ELI, its agents, representatives or employees. ELI shall provide a

copy of such insurance certificate to the City for its inspection prior to the adoption of this franchise ordinance, and such insurance shall include:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage; and
- B. Commercial General Liability insurance, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of ELI.

The insurance policies obtained by ELI shall name the City (its officers, employees and volunteers) as an additional insured with regard to activities performed by or on behalf of ELI. The coverage shall contain no special limitations on the scope of protection afforded by the City, its officers, officials, employees or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. ELI's insurance shall be primary insurance as respects the City, its officers, employees, agents and volunteers. Any insurance maintained by the City, its officers, employees, agents or volunteers shall be excess of ELI's insurance and shall not contribute with it. The insurance certificate required by this clause shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certifice mail, return receipt required, has been given to the City.

Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officeres, employees, agents or volunteers.

Section 15. Abandonment of ELI's Cable or Telecommunication System Facilities. No cable, section of cable or facility laid in the street by ELI may be abandoned by ELI without the express written consent of the City. Any plan for abandonment or removal of ELI's cable and facilities must be first approved by the Public Works Director, and all necessary permits must be obatined prior to such work. The provisions of this Section shall survive the expiration, revocation or termination of this franchise agreement, for a period of three (3) years.

Section 16. Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this franchise, ELI shall, upon the request of the City, furnish a bond executed by ELI and a corporate surety authorized to do a surety business in the State of Washington, in a reasonable sum to be set and approved by the Director of Public Works as sufficient to ensure performance of ELI's obligations under this franchise. The bond shall be conditioned so that ELI shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City.

Section 17. Modification. The City and ELI hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 18. Forfeiture and Revocation: If ELI willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given ELI by the City under the provisions of this franchise, then ELI shall, at the election of the Covington City Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon notice to ELI.

Section 19. Remedies to Enforce Compliance. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling ELI to comply with the provisions of this ordinance and to recover damages and costs incurred by the City by reason of ELI's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force ELI and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 20. City Ordinances and Regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any fiber optic cable or cable facilities by ELI, and ELI shall promptly conform with all such regulations, unless compliance would cause ELI to violate other requirements of law. In the event of a conflict between the provisions of this franchise and any other ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein.

Section 21. Cost of Publication. The cost of publication of this ordinance shall be borne by ELI.

Section 22. Acceptance. Within sixty (60) days after the passage and approval of this ordinance, this franchise may be accepted by ELI by its filing with the City Clerk an unconditional written acceptance thereof. Failure of ELI to so accept this franchise within said period of time shall be deemed a rejection thereof by ELI, and the rights and privileges herein granted shall, after the expiration of the sixty (60) day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 23. Survival. All of the provisions, conditions and requirements of Sections 4 – Relocation of Telecommunications Facilities; 5 – Undergrounding of Facilities; 7 – Excavation; 8 – Restoration after Construction; 10 – Dangerous Conditions; 13 – Indemnification; and 15 – Abandonment of ELI’s Facilities, of this franchise shall be in addition to any and all other obligations and liabilities ELI may have to the City at common law, by statute, or by contract, and shall survive the City’s franchise to ELI for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof, for a period of three (3) years. All of the provisions, conditions, regulations and requirements contained in this franchise Ordinance shall further be binding upon the successors and assigns of ELI and all privileges, as well as all obligations and liabilities of ELI shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever ELI is named herein.

Section 24. Assignment. This agreement may not be assigned or transferred without the written approval of the City, except ELI may freely assign this agreement in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. ELI shall provide prompt, written notice to the City of any such assignment.

Section 25. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

CITY OF COVINGTON
Attn: City Manager
16720 SE 271st Street, Suite 100
Covington, WA 98042

ELECTRIC LIGHTWAVE, INC.
Attn: VP Administration
1201 NE Lloyd Boulevard, Suite 500
Portland, OR 97232

With a copy to:

CITY OF COVINGTON
Attn: Public Works Director
16720 SE 271st Street, Suite 100
Covington, WA 98042

ELECTRIC LIGHTWAVE, INC.
Attn: Department of Law & Policy
1201 NE Lloyd Boulevard, Suite 500
Portland, OR 97232

Section 26. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by the court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 27. Effective Date. This ordinance shall be in full force and effect five (5) days after proper posting and publication, or on the date specified below, whichever is later. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 28. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in force and effect.

Passed by the City Council on the 10th day of May, 2011.

Mayor Margaret Harto

PUBLISHED: May 13, 2011
EFFECTIVE: May 18, 2011

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM:

Sara Springer
City Attorney

SUBJECT: PRESENTATION ON COVINGTON TRAFFIC MODEL.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S): None

PREPARED BY: Don Vondran, PE, City Engineer

EXPLANATION:

There have been numerous occasions recently where developer consultants, public agencies and Council members have requested data from our traffic model or had questions that related to the model. These inquiries have been challenging to respond to primarily due to the age of the model. The current Covington Traffic Model resides on a laptop at David Evans and Associates running a DOS based program called T-Model. The program is no longer supported and it is not compatible with current software platforms. Therefore, the effectiveness of the model as a tool to help predict development impacts, infrastructure needs and scenario building is virtually zero.

Since the Covington Traffic Model is useless our alternative has been the King County model. We currently use their model to determine concurrency for development projects. As discussed during the Transportation Impact Fee presentation last year, concurrency is a State requirement. Development in an area cannot proceed unless it passes a concurrency test and/or the City can show that required transportation infrastructure will be in place or that a financial commitment exists to complete the improvements or strategies within six years.

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

There are many benefits to having a powerful traffic model that help make informed decisions that better shape the future of a city. Some of these are as follows:

- Easy and quick assessment of outside impacts (i.e. Black Diamond Developments).
- “What if” scenarios of different types of developments and associated impacts.
- Determine impacts of small CIP improvements or identify where improvements should occur.
- Support and reduce costs of required future Comprehensive Plan update.
- Used to create a concurrency management system.

In order to fully benefit from the model it needs to be upgraded onto a new software platform. This platform can conduct more powerful analyses easier and also data can be exported or linked to other systems.

This upgraded system would also prove to be beneficial to developers as well. Typically a developer would need to hire (between \$2,000 and \$10,000) a transportation consultant to conduct a traffic analysis for their development that identifies traffic related impacts on City infrastructure. They would then have to pay the City a traffic review fee between \$2,444 and \$6,100 depending on the type and size of the development. Also, the development has to pay \$784.00 for a traffic concurrency model run. This fee is collected to reimburse King County for their time and use of the model. A typical commercial project may pay upwards of \$25,000 to complete the transportation analysis associated with their development (Developer plus City costs). This estimation does not include any costs associated with additional studies that may be required as a result of a SEPA impact or Level of Service deficiencies.

The idea behind upgrading the traffic model would be to put in place a system where the impacts of a proposed development are calculated by the City and the developer would not need to hire a consultant to conduct a traffic impact analysis. The developer would see a higher traffic review fee from the City but would not be required to produce a traffic impact analysis and their net costs would decrease. If the developer disagreed with the City's assessment, at that time they could obtain their own traffic model for the City to evaluate. This type of system has been successfully implemented in other jurisdictions such as the City of Mount Vernon and the City of Gig Harbor.

The next steps for implementing a traffic model is to advertise a Request for Proposal (RFP) from consultants to upgrade the existing traffic model onto a new software platform. The proposal would create a traffic operational model to monitor performances of roadway segments and intersections within the City. It would output measurables such as Level of Service (LOS), delay for individual developments and evaluate if the development meets concurrency and produce a concurrency report. The proposal would also include the consultant maintaining (keeping it current) the model and conducting the individual analysis for each development.

Some additional benefits to this type of system are the efficiency and consistency it creates. When a developer hires a consultant to do a traffic analysis, the methodologies/assumptions can vary some between consultants and the cumulative effects of individual analyses are often lost. Having the same model make the same assumptions and keep track of all the developments creates more realistic and dependable results. Also, staff does not need to spend time reviewing the analysis created by the developer's consultant and commenting on changes that need to be made which reduces times associated with iterations of traffic impact analysis resubmittals.

FISCAL IMPACT:

The estimated cost to get this system up and running is around \$100,000. The final cost would be negotiated with the consultant after the RFP process is completed and would be presented again to Council. It is recommended that these initial costs be paid from the cumulative reserve fund which is required to remain above \$2.0 million and it is currently at \$2.4 million. These funds would be paid back over time from future developments as a portion of their permit fees.

The permit fees would be modified to reflect the proposed changes and would have a “Traffic Concurrency and Review” fee. The plan is to have the fee be a sliding scale depending on the type of development. The fee would be setup with the City’s consultant that provides the modeling service based on a spreadsheet that calculates the amount of time necessary to complete the analysis depending on the type and size of the development. The details of this would be worked out once a consultant was selected.

Included in the fee mentioned above would be a charge to recoup the setup costs. This would allow the payback to the cumulative reserve fund to be spread over a longer period. The return on investment (ROI) is contingent on a number of variables. At this point, those variables are too speculative to determine with certainty a specific timeframe for payback. Staff is confident however that the ROI will be 100%. Once a consultant is on board a more detailed analysis can be provided.

Investing in updating the traffic model will also save costs in the future as part of the 2013 Comprehensive Plan Update. Approximately 65% (\$65,000) of the initial setup costs would have had to be done during the Comprehensive Plan Update. Investing in the model now puts the City ahead of their requirement to provide updated CIP program, 20 year projections and level of service requirements that staff and/or a consultant would be required to forecast as part of the update.

CITY COUNCIL ACTION:

NO ACTION NECESSARY – DISCUSSION ITEM ONLY.

REVIEWED BY: City Manager, City Attorney, Finance Director

SUBJECT: ANALYSIS OF NORTHERN NOTCH ADDITION TO THE UGA & POTENTIAL COMP PLAN AMENDMENT

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENTS:

1. Future Potential Annexation Areas Map, Figure 2.2, in Covington Comprehensive Plan
2. Community Development/Planning Commission 2011 Work Plan

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:

A. Potential Annexation Areas and the Northern Notch

The city's current Land Use Element in Chapter 2 of the Comprehensive Plan identifies an area known as the "Northern Notch" or "The Jenkins Creek Notch" as Potential Annexation Area (PAA) #4. Figure 2.2 depicts the three PAA's in our Comprehensive Plan: PAA #1 - the Teresa Hawk property with approximately eighty acres east of the Lakeside Industries gravel operations at 256th and Highway 18; PAA #2 - the remaining land devoted to the Tahoma High School site adjacent to the city's Aquatic Center; and PAA #4 - the "Northern Notch" with approximately 250 acres, of which BranBar owns approximately eighty-five acres. PAA #3, the Covington Community Park site, was annexed into the city in 2008.

B. Proposed Request by Anderson Baugh/BranBar

Anderson Baugh & Associates ("Anderson Baugh") and BranBar, LLC ("BranBar") requested the following actions from the city during the city council's April 12, 2011, meeting:

- 1) Provide a letter of support to the King County Council for the addition of the Northern Notch to the Urban Growth Area (UGA) as part of King County's Comprehensive Plan Update. *[This action was completed April 14, 2011]*
- 2) Declare the request for a comprehensive plan amendment to include the Northern Notch as part of the city's UGA as an emergency, resulting in amending our Comprehensive Plan goals, policies, and maps this year.
- 3) Undertake a land use study and analysis (sub-area plan) and future zoning analysis for the Northern Notch this year to facilitate immediate annexation of the Anderson Baugh property.
- 4) Assist Anderson Baugh in processing the annexation of their specific property within the Northern Notch into the city for future development as mixed-use with retail.

Item #1 has been accomplished. Items 2-4 require substantial time and resources from city staff and necessary tasks are outlined later in this report. Item #4 actually cannot occur until 2012 after King County acts on the addition of the Northern Notch to the UGA.

C. Northern Notch Inclusion in the UGA

Upon the request of Anderson Baugh, and upon consent of the council, on April 14, 2011, the City Council submitted a letter to the King County Council to voice their support for the inclusion of the Northern Notch PAA into the UGA. Past practice has dictated that the county is the responsible agency for determining whether land designated as a PAA should be brought into the UGA. To date, King County has not included the Northern Notch PAA within the UGA.

If and when the county adds the Northern Notch into the UGA, the city is then allowed, at our discretion, to follow with any detailed analysis of the area for potential future land uses and proposed zoning. If the area is large, a sub-area plan is generally required to determine appropriate land use, infrastructure needs and costs, and zoning options, all through an extensive public process. This process also requires amendments to the city's Comprehensive Plan to account for any new land use designations. Zoning amendments and a new zoning map then follow the adoption of the Comprehensive Plan amendments and provide for the prescribed zoning requirements.

Should King County place the PAA within the UGA, the city should heavily involve King County in the sub-area planning process. In addition to Anderson Baugh's request, the city has had some contact with Teresa Hawk, the owner of the gravel pit leased to Lakeside Industries and the adjacent eighty acres. Their family desires to annex into the city their eighty acres that have already been designated as a PAA and are within the UGA. This might present an opportunity to study the potential development of the Hawk property along with the adjacent Northern Notch property.

D. Requested Comprehensive Plan Amendments

Anderson Baugh also requested that the city include a comprehensive plan amendment to adopt the Northern Notch as part of the city's UGA, and accordingly amending the city's comprehensive plan goals, policies, and maps. Covington Municipal Code (CMC) 14.25 prescribes an annual process for submitting, docketing, and processing of annual Comprehensive Plan Amendments (CPA's) and Development Regulation Amendments (DRA's) in accordance with the state Growth Management Act (GMA). That process begins in December for the following year and allows sixty (60) days for submission of CPAs and DRAs by both the city and any private property owners or citizens. The deadline for the 2011 Comprehensive Plan Amendment Docket was February 1, 2011. Prior to that date Anderson Baugh did not submit a CPA or DRA request, nor did they contact the city about the potential of submitting a CPA for the Northern Notch. There were no submittals by any other private individuals prior to the February 1, 2011 deadline. The intent of the deadline to submit CPAs and DRAs is to allow the city staff, planning

commission and council to analyze the docketed items, conduct adequate review, hold public hearings for public input, and evaluate all of the proposed amendments together for any cumulative impact in accordance with the GMA statutes.

Though the city council has not yet adopted the city's 2011 comprehensive plan amendments, the final docket of amendments has been approved by the council. The CMC is not expressly clear on the process for the addition of amendments to the docket after it has been finalized by council (staff will be updating the code to cure this ambiguity). However, even if using the CMC provision cited by Anderson Baugh, CMC 14.25.030(2) (a), stating that the community development director may declare that an emergency exists to allow for a derivation from the annual amendment process, I have determined that no such emergency exists. As the community development director I have reviewed the Northern Notch issue, Anderson Baugh's facts and presented request, the current policies in the Covington Comprehensive Plan, and the ability of Anderson Baugh to submit their request in 2012 without inhibiting the timeline of their goals for eventually annexing the Northern Notch into Covington to determine that no emergency exists to allow for an exception to an additional CPA to the final docket already passed by the council.

E. Options Available for Council

- 1) Direct city staff to consider the Anderson Baugh request during the 2013 PC Work Plan Analysis and the 2013 city budget process that begins in the fall of 2012.
- 2) Direct city staff to consider the Anderson Baugh request during the 2012 PC Work Plan Analysis and the 2012 city budget process that begins in the fall of 2011.
- 3) Direct city staff to shift and delay the 2011 work program priorities currently agreed upon with the planning commission which would involve the following: a) delaying existing work plan items; b) developing a detailed process and timeline to undertake a sub area plan for the Northern Notch; c) developing a future land use designation and zoning scheme for the Northern Notch; and d) setting a strategy and timeline for making the necessary comprehensive plan amendments in 2012 after King County acts on the UGA change request.
- 4) Direct city staff to meet with Anderson Baugh and King County to develop a multiple-year process and plan with specific tasks, milestones, timelines, needed resources and funding plan. This process and plan would include a collaborative public participation process and sub-area plan that culminates in developing new land use policies, proposed land uses, specific zoning regulations, and infrastructure plans that will be adopted through the city's annual comprehensive plan amendment docketing process. City staff would bring the multi-year process and plan to the city council for review and endorsement.

F. Costs and Implications of Options for City Council on Studying the Northern Notch

If the city council chooses to study the Northern Notch as part of the 2011 work plan, then the community development department's work plan and available funding for staff resources will need to be evaluated. Currently the council has determined that the priorities of the department are to implement the three state mandates, which include the shoreline master program, annual

comprehensive plan docketing process, code amendments such as required electric vehicle charging station regulations, and other tasks including improving the downtown infrastructure, development/building permit review and permit efficiency. These tasks were outlined at the study session with the planning commission and council, and staff indicated that with the current level of staffing, these items would actually exceed available staff hours in 2011. There is also the potential the state legislature will add another local government task to develop zoning regulations and standards for medical marijuana uses.

The community development department currently has six staff members including two planners (the Director and Senior Planner). The senior planner's function in long range policy issues accounts for only 20% of her time. Currently staff is working on large development projects such as MultiCare, Valley Medical, and several other commercial developments and projects currently under construction; therefore, the time available for the senior planner to devote to long range policy issues cannot possibly exceed 20%. Due to budget restraints, the community development department will not have a replacement available for the former Planning Manager until August or September of this year.

In addition to the work plan items, staff is assisting the Covington Economic Development Council with Destination Covington, and the directors are working on the Public Engagement Process. These items will also require substantial segments of time from the community development staff.

Overall, staff is concerned with the availability of resources and managing this future comprehensive plan amendment, public outreach, impact analysis, and creation of a sub-area plan for the Northern Notch as part of the 2011 work plan. The request would require the time of at least one community development staff person for 50% of their time over a twelve to eighteen month time period. In addition to staff time, the city council will need to provide funding for hiring a consultant to assist with an impact analysis and drafting the sub-area plan for the Northern Notch once undertaken. Estimates of the total costs for the consultant and city staff, plus costs of advertising, mailing and printing would be approximately \$55,000. It is not yet clear what the exact process and cost will be compared to the required application fees for such a request. Funding most likely will need to come from a combination of funds from the City of Covington, King County, & Anderson Baugh. Staffing an analysis of the Northern Notch area will probably involve at least two years of time, at a minimum.

The city's standard fee for annexation and petition request by a private citizen is \$12,451.00, plus \$615.00 per acre. A comprehensive plan amendment is \$3,717.00, plus pass-through consultant costs billed separately. The fee for the comprehensive plan amendment is collected at the time of application, and there is a non-refundable portion of \$500.00 dollars. No fees have been collected on this proposal as the request was initiated after the docket deadline. Any work done during the rest of this year would be at the expense of the city, as there is no mechanism for collecting additional fees.

ALTERNATIVES:

The four options outlined above provide the most reasonable alternatives available for future study of the Northern Notch and any subsequent and necessary amendments to the Covington Comprehensive Plan and Zoning Code resulting from adding the area to the UGA.

FISCAL IMPACT:

Any future study and costs have been outlined above under Costs and Implications of Options for City Council. These costs could be substantial and can't be precisely identified until further study of a "Northern Notch" Plan and Process.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

NO ACTION IS NECESSARY - DISCUSSION ITEM ONLY.

REVIEWED BY: City Manager
 City Attorney

ATTACHMENT 1

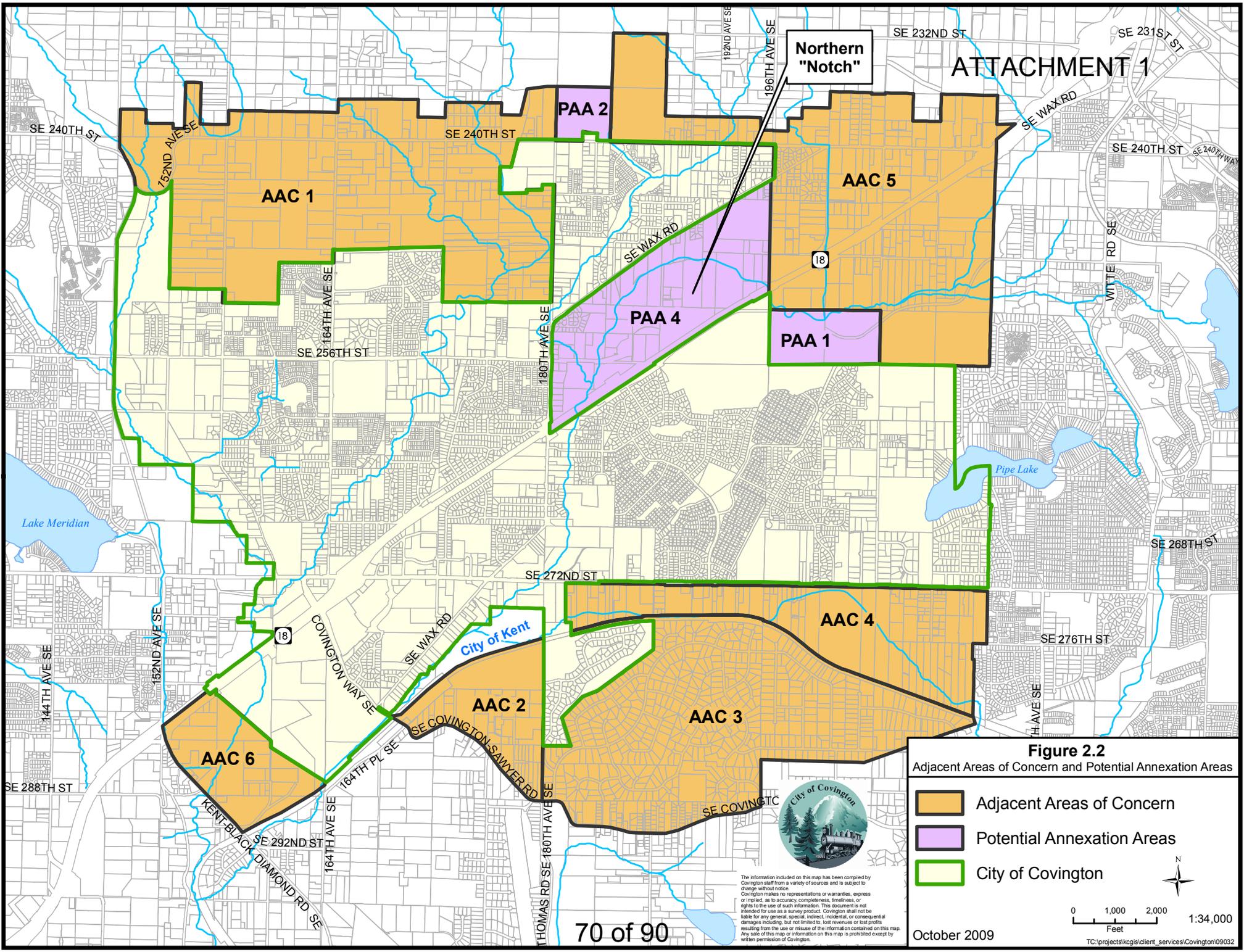


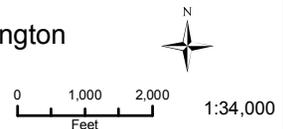
Figure 2.2

Adjacent Areas of Concern and Potential Annexation Areas

- Adjacent Areas of Concern
- Potential Annexation Areas
- City of Covington



The information included on this map has been compiled by Covington staff from a variety of sources and is subject to change without notice. Covington makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. Covington shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of Covington.



October 2009

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2011 COMMUNITY DEVELOPMENT DEPARTMENT WORK PLAN

Work Item	2011 - 1st Qtr Tasks	# Staff Hours	2011 - 2nd Qtr Tasks	# Staff Hours	2011 - 3rd Qtr Tasks	# Staff Hours	2011 - 4th Qtr Tasks	# Staff Hours	Total Hrs 2011
Work Plan Item #1 ANNUAL COMP PLAN AMENDMENT DOCKET Richard / Essential	Develop Revised Downtown Street Grid Element	360	Present Revised Downtown Street Grid Element to Planning Commission	340	Present Revised Downtown Street Grid Element to Council	240	Council Adopts 2011 Comp Plan Amendment Docket: Ch. 4	60	1000
	Develop Revised Parks & Recreation Element		Present Revised Parks & Recreation Element to Planning Commission		Present Revised Parks & Recreation Element to Council		Council Adopts 2011 Comp Plan Amendment Docket: Ch. 6		
	Develop Revised Transportation & Land Use Street Type Map		Present Revised Transp. & Land Use Street Type Map to Plng. Commission		Present Revised Transp. & Land Use Street Type Map to Council		Council Adopts 2011 Comp Plan Amendment Docket: Ch. 2 & 5		
	Develop Revised Shoreline Element		Present Revised Shoreline Element to Planning Commission		Present Revised Shoreline Element to Council		Council Adopts 2011 Comp Plan Amendment Docket: Ch. 13		
Work Plan Item #2 SHORELINE MASTER PROGRAM ADOPTION Richard / Essential	Prepare Draft of Shoreline Master Program	200	Present Revised Shoreline Master Program to Council	200					400
			Adoption of Shoreline Master Program by Council						
Work Plan Item #3 ECONOMIC DEVELOPMENT Derek & Richard/ Essential	CEDC Staffing	60	CEDC Staffing	60	CEDC Staffing	60	CEDC Staffing	60	240
	Coordinate with Chamber on Events & Establish 2011 Work Program		Coordinate with Chamber on Events: "Target Covington" & Buxton Services		Coordinate with Chamber on Events & Implement 2011 Work Program		Coordinate with Chamber on Events & Implement 2011 Work Program		
	Attend KCED Manager's Meeting & other networking events		Attend KCED Manager's Meeting & other networking events		Attend KCED Manager's Meeting & other networking events		Attend KCED Manager's Meeting & other networking events		
Work Plan Item #4 ELECTRIC VEHICLE ZONING Salina / Essential			Prepare Draft of Electric Vehicle Zoning Provisions	100	Present Electric Vehicle Zoning Provisions to Planning Commission	80	Adoption of Electric Vehicle Zoning Provisions by City Council	40	220
Work Plan Item #5 BANNER SIGN ZONING CODE UPDATE Richard / Essential	Prepare Draft of Revised Banner Sign Provisions	100	Present Revised Banner Sign Provisions to Council	30					130
	Present Revised Banner Sign Provisions to Planning Commission								
Work Plan Item #6 DOWN TOWN WATER SEWER INFRASTRUCTURE Richard, Nelson, Salina/ High	Attend Meetings w/ Water & Sewer Districts	120	Attend Meetings w/ Water & Sewer Districts	120	Attend Meetings w/ Water & Sewer Districts & Council Study Session	120		100	460
	Identify Issues, Draft Changes to Code Language, & Coordinate w/ PW Department		Develop Downtown infrastructure Requirements		Present Downtown Infrastructure Requirements to Council		Consolidation of New policies for Downtown Infrastructure Requirements		
Work Plan Item #7 WEBSITE - FORMS UPDATE Robert / High	Review and Update Website Information	50	Review and Update Website Information	50	Monitor Website Info & Update as Necessary	50		50	200
	Review and Update Bldg. & Land Use Forms		Review and Update Bldg. & Land Use Forms		Review and Update Bldg. & Land Use Forms		Review and Update Bldg. & Land Use Forms		
Work Plan Item #8 GENERAL CODE UPDATES Richard, Salina & Nelson / Low	Change Decision Authority for Extension of Site Dev. Applications	20	Develop Traffic Impact Fee Changes	50	Prepare Draft of Revised Right of Way Vacation Chapter	30	Present Revised Right of Way Vacation Chapter to PC & Council	40	140
	Code Authority to CD Director to Designate Street Type Where None	30			Prepare Draft of Revised Wireless Communication Chapter	50	Present Revised Wireless Comm. Chapter to PC & Council	100	180
					Prepare Draft of Revised Title 18 Changes to Definitions	60	Present Revised Title 18 Changes to Definitions to PC & Council	120	180

940

950

690

570 3150

Agenda Item 7
Covington City Council Meeting
Date: May 10, 2011

SUBJECT: 2011 FIRST QUARTER FINANCIAL REPORTS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S):

1. 2011 First Qtr Report
2. Quarterly Performance Reports by Fund
3. Major Revenue Comparison

PREPARED BY:

Rob Hendrickson, Finance Director

EXPLANATION:

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

ALTERNATIVES:

N/A

FISCAL IMPACT:

None.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

NO ACTION NECESSARY AT THIS MEETING

REVIEWED BY: City Manager



ATTACHMENT 1 Economic & Revenue Summary

~WA State Economic & Revenue Forecast Council

- The Washington economy has continued to recover, but slowly and hesitantly. However, geopolitical developments such as oil price volatility and the Japanese earthquake and tsunami pose new threats to the recovery. Even without these unfortunate foreign developments, the state's economy faces considerable headwinds from slow job growth and a sluggish housing market.
- The state's economy has added 7,500 net new jobs in the last four months.
- New home construction, as measured by building permit data, improved to 22,100 units in the fourth quarter of 2010 from 19,770 in the third quarter. Single family permits were 14,500 in the fourth quarter and multi-family permits were 7,600. Multi-family permits were much weaker in the first quarter of 2011. Home prices are 6.6% lower than a year ago in the Seattle region. High vacancies are pushing down prices.
- Personal income growth was 2.5% - only slightly weaker than the 2.6% that was forecasted.
- The seasonally adjusted Seattle CPI grew 0.6% from December 2010 to February 2011. In part, this growth was due to rising energy costs. Core inflation, which excludes food and energy, rose 0.4%. This is in contrast to the experience during 2010 when core prices declined 0.4% from December 2009 to December 2010. The reason for the stronger core inflation this year is rising shelter costs, which are measured by rents in the CPI.

2011 First Quarter

In comparing revenues and expenditures from 2010 and 2011, percentages were quite similar even though the numbers had changed. This trait shows that spending and receipts trend consistently from one year to the next for most ongoing categories. This pattern allows for easier analysis of both spending and receipts by showing anomalies. Once those anomalies have been spotted, further research reveals differences that can be monitored and accounted for.

- 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.

2009	2010	2011
\$ 62,588	\$ 73,491	\$ 58,349

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

Since taxes are due on April 30 and October 30 each year, the major distributions are realized in early May and November.

Through 1st quarter the City received \$58,349. This is just a fraction of the assessed levy for the year and is 20% below 2010 first quarter collections.

Property tax is the most stable

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

Collections for 2011 will increase since the Council elected to take the banked property tax. This 2010 levy for 2011 collection is \$2,356,779 and the levy rate is \$1.36/\$1,000 assessed value.

The City’s assessed valuation is \$1.721 billion—a decrease of \$94 million or 5% over the previous year.

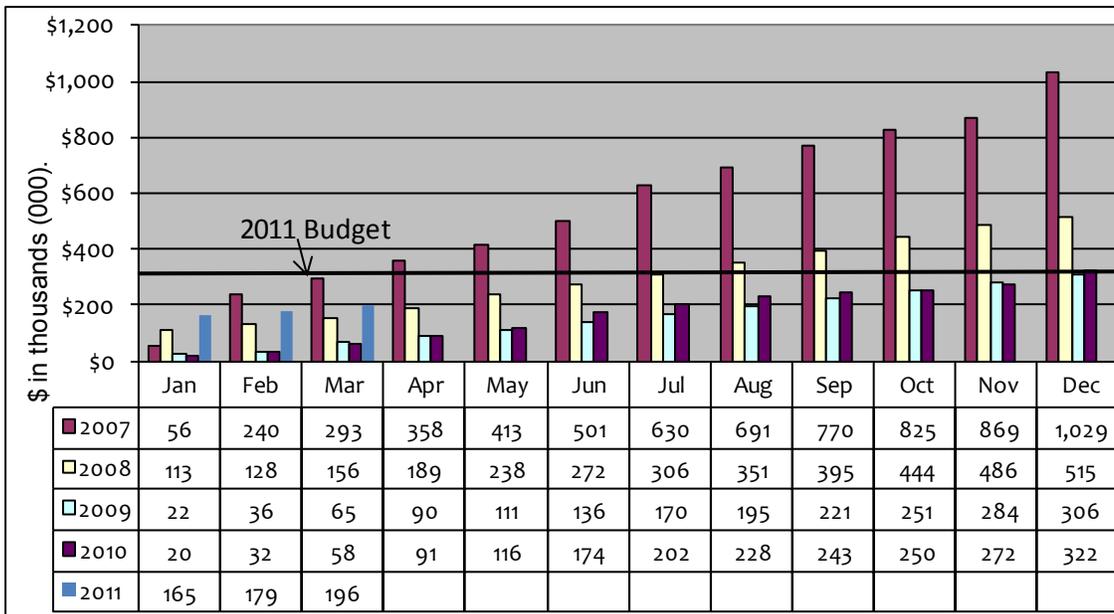
Real Estate Excise Tax (REET)

REET revenue is a restricted revenue dedicated to paying debt service on the 2007 transportation bonds 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 the first quarter, col-

lections are at \$195,846 (cash basis) or 56.0% of budget. The Adagio Apartment sale contributed to the large amount. The budget for 2011 is \$300,000.



Through March there were seven new home sales, 41 existing home sales, and five land only sales, and one building sale.



Retail Sales & Use Tax

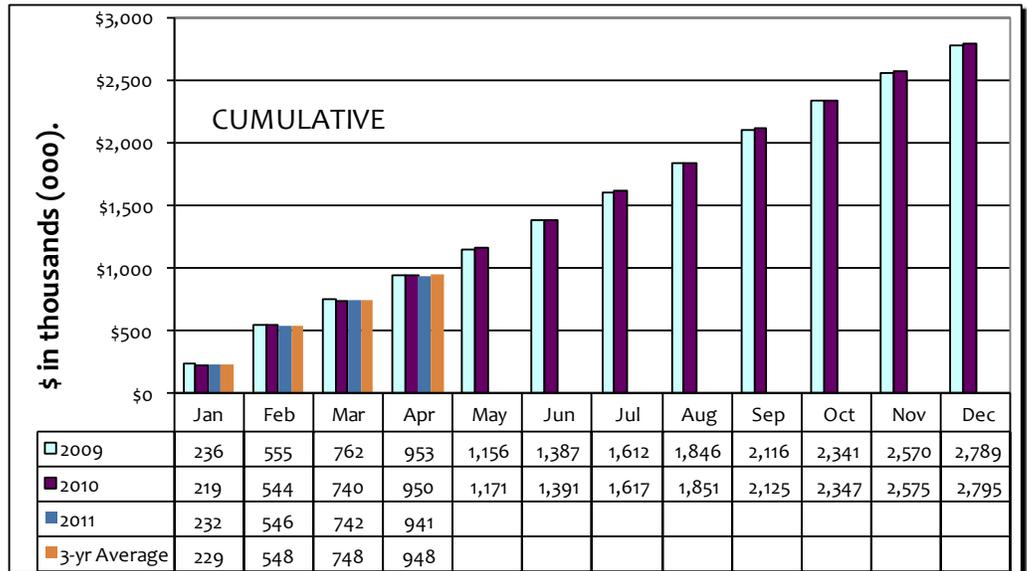
Sales and Use Tax is the largest revenue source available to the City. It currently supports the General Fund at 84% and the Parks and Recreation Fund at 16%. The first quarter (on a cash basis) is above 2010 levels by \$2,180 or 2.8%. Total collections are at \$742,042 or 25.5%.

In year over year comparisons, retail sales increased by 0.6%, construction dropped 5.8%, food services was up 11.4%, and all other categories decreased 9.6%.

Retail sales could see benefits in the coming months as several new retailers enter the marketplace such as Airstream Trailer Sales, Big Lots, and Firestone.

Taking a sneak peak into the second quarter—collections are under 2010 by \$9,264 or 5.4%. While construction was up, retail sales came in lower due to weakness in sales at

Walmart and Home Depot. Costco and Fred Meyer provided some strength but not enough to overcome the lower sales of other retailers.



Utility Tax

The City imposes a utility tax on electrical energy, natural gas, brokered natural gas, solid waste, cable television, and telephone at the rate of 5.5%.

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

The first quarter is starting lower than 2010 by \$15,021. Solid waste and telephone are down.

Given that other major categories have increased, this would appear to be more of a collection timing issue than a reduction in usage.

The accompanying chart reflects the changes in revenue for the first quarter of 2010 and 2011.

Utility	2010	2011
Electricity	\$170,970	\$179,147
Natural Gas	114,281	125,566
Solid Waste	33,425	28,616
Cable	59,035	60,990
Telephone	151,578	119,950
Total	\$529,289	\$514,268

GENERAL FUND

Revenues for the first quarter are 18.7% of budget or \$1.56 million. This is almost even with 2010 levels. Sales tax, on a cash basis, is 3.6% or \$31,400 higher (this is due to a change in % allocation) than 2010 first quarter while utility tax is 2.9% or \$15,000 below 2010 collections. Property taxes are lower than 2010. The first half of property taxes are due April 30.

Total expenditures including transfers out through March are

\$1,081,600. This is a slight increase in spending of 1.2% or \$12,800 over the same period last year.

Overall, 13.5% of the budget has been spent. Note in the chart below that most departments are well below the 25% mark, but the City Council and Central Services are at 36% and 33% respectively. These departments paid some large one-time charges in January, thus skewing the reporting for the year.

Police Services is abnormally low and will be billed in May after the first distribution of property tax revenue. Expenditures would still be under the 25% mark if the police billing were added.

The 2011 beginning fund balance increased by approximately \$51,000 over 2010. This was due to prudent spending plus holding back the \$370,000 intended for Parks CIP.

GENERAL FUND DEPARTMENT BUDGET UPDATE

Department	YTD - 2010	% of Budget	YTD - 2011	% of Budget
City Council	\$ 50,424	36.1%	52,385	36.6%
Municipal Court	62,485	15.1%	66,204	13.2%
City Manager	159,156	19.6%	182,869	20.8%
Finance	107,495	20.6%	122,947	24.3%
Legal	11,012	10.9%	11,271	13.1%
Personnel	61,612	18.4%	70,775	21.7%
Central Services	353,012	38.9%	313,085	33.6%
Law Enforcement	11,057	0.4%	2,886	0.1%
Community Development	100,913	21.2%	143,090	32.8%
Operating Transfers Out	<u>151,627</u>	11.7%	<u>116,122</u>	10.0%
TOTAL	<u>\$ 1,068,793</u>	16.2%	<u>\$ 1,081,634</u>	13.6%

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 slightly ahead of forecast at 25.7% or \$51,231. Total operating revenues are \$139,766 and transfers in are \$62,278. At \$202,044, this puts total revenues slightly below of forecast for the year.

The gas tax is slightly under budget due to the economy. Peo-

ple are driving less thereby impacting the amount of gas tax received. The amount received was about 23.4% (\$88,529) of budget.

Operating expenditures are significantly under budget for the first quarter. Total expenditures are at 16.2% or \$122,256. This will adjust upward as maintenance and construction season begin in the second quarter. The 2011 beginning fund balance increased \$63,734 over 2010.

SWM is primarily funded through drainage fees that are collected by King County. The City has col-

lected just a fraction of the budgeted amount—\$55,086 or 3.6%. Total revenues are at 3.4% or \$55,086.

Operating expenditures are at 17.1% or \$174,760. With transfers out and debt service costs total uses are \$276,888 or 18.1%. The beginning fund balance increased by \$184,391 over 2010.

The SWM beginning fund balance is \$1,296,787 or \$184,341 greater than 2010.

DEVELOPMENT SERVICES

Revenue in the first quarter is exceeding expectations. Through the end of March, \$271,223 or 40.0% of the forecasted budget has been received. Most revenue categories are coming in higher than the 25% benchmark for the first

quarter. Permit revenue and construction inspections are currently driving the revenue.

Operational expenditures came in at 28.6% or \$149,962. Including interfund services of \$35,508 raises the percentage to 28.0%.

The 2011 beginning fund balance increased by \$527,000 leaving an ending fund balance of \$801,274.

PARKS and RECREATION

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

Revenue came in slightly under

forecast at 24.5% or \$297,331. Aquatics revenue is 21.4% or \$103,669—below the 25% benchmark.

Overall operating expenditures for the four divisions are 21.1% or about \$215,435. Overall uses are \$247,276 or 21.1%. Revenues are exceeding expenditures by

\$50,000.

The beginning fund balance is \$239,923 which is an increase of \$96,757.

Cash & Investments

Total cash and investments for the end of the first quarter is \$7,708,514. This is less than March 2010 by \$24,410. The largest cash reduction was in CIP. The second was in Street Fund.

The Local Government Investment Pool (LGIP) is currently earning 0.19%. The City has \$5,956,720 invested with the LGIP. The LGIP invests in short term securities. It is compara-

ble to an SEC regulated Rule 2a-7 money market fund and offers 100% liquidity to its participants.

Investments outside the LGIP include a \$1.5 million agency bond that until January was yielding a cool 4%. It was reinvested at 1.14% and will mature on August 22, 2013.

Cash on hand is kept at Bank of America 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 2010. This is reconciled and updated on a monthly basis.



TOTAL GENERAL LEDGER ACCOUNTS

	as of 03/31/10	as of 03/31/11	Δ
GENERAL FUND	\$2,087,679.40	\$2,131,989.42	\$ 44,310.02
STREET FUND	499,472.00	293,648.80	(205,823.20)
CONTINGENCY FUND	419,380.28	419,317.31	(62.97)
CUMULATIVE RESERVE FUND	1,368,580.95	1,412,250.64	43,669.69
REET 1ST 1/4% FUND	232,149.27	202,914.62	(29,234.65)
REET 2ND 1/4% FUND	97,468.89	202,914.62	105,445.73
DEVELOPMENT SERVICES FUND	373,760.16	771,822.20	398,062.04
PARKS FUND	121,811.21	172,700.11	50,888.90
LID 99-01 GUARANTY FUND	52,046.53	52,156.93	110.40
LID 99.01 FUND	16,964.65	17,786.04	821.39
CAPITAL IMPROVEMENT PROGRAM	1,014,167.96	434,170.43	(579,997.53)
SURFACE WATER MANAGEMENT	929,658.85	1,099,199.50	169,540.65
UNEMPLOYMENT INSURANCE	191,681.01	139,471.31	(52,209.70)
EQUIPMENT REPLACEMENT	328,102.12	358,171.83	30,069.71
TOTAL ALL FUNDS	<u>\$7,732,923.28</u>	<u>\$7,708,513.76</u>	<u>\$(24,409.52)</u>

Capital Investment Program

Three projects had expenditures totaling \$142,350.

The table below outlines the individual projects.

No revenues were received during this period. However, there are monies in liability accounts to offset these expenditures.

Project #	Project Description	Revenues	Expenditures
1010	Covington Community Park	\$0	\$10,877
1026	Annual Facility Rehab	\$0	\$12,392
1034	256th/164th Intersection	\$0	\$0
1039	SR 516 Safety Widening	\$0	\$119,681
1082	Covington Way/SR 516 Connector	\$0	0

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 - Accountant
Lindsay Hagen - Finance Specialist
Staci Cles - Accounting Clerk

City of Covington Quarterly Performance Report - General Fund as of 3/31/2011

ATTACHMENT 2

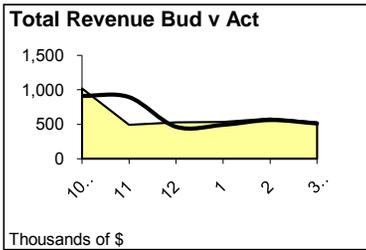


Chart 1

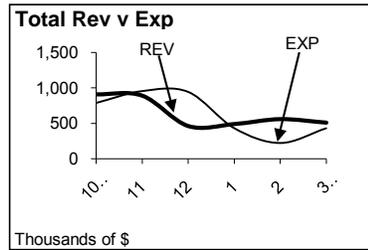


Chart 2

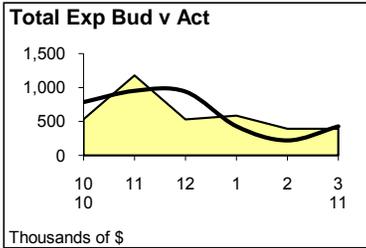


Chart 3

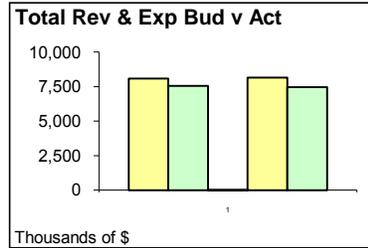


Chart 4

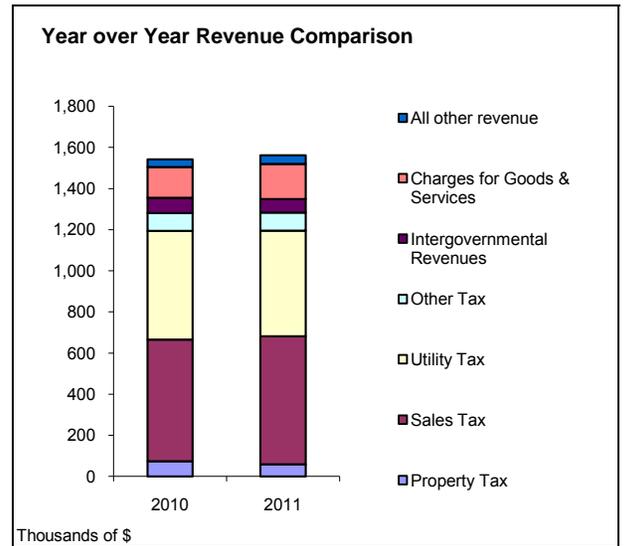
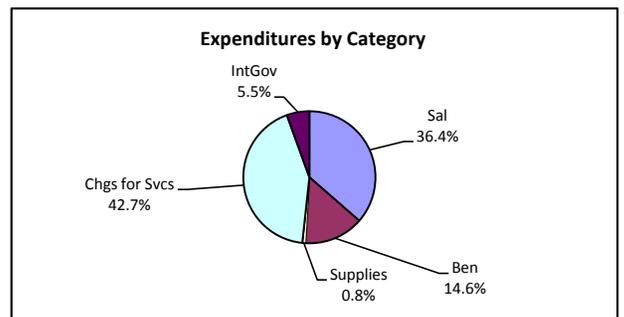
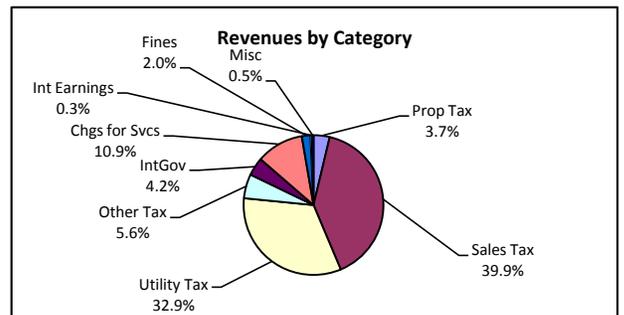


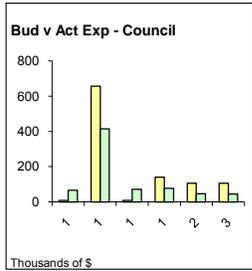
Chart 5

Rev & Exp - YTD	2011 Budget	2011 Actual	\$ Rem	% Coll	2010 Actual
Property Tax	\$ 2,356.8	58.3	\$ 2,298.4	2.5%	\$ 73.5
Sales Tax	2,439.0	623.3	1,815.7	25.6%	591.9
Utility Tax	2,016.0	514.3	1,501.7	25.5%	529.3
Other Tax	352.0	87.2	264.8	24.8%	86.0
Intergovernmental Rev	321.5	65.8	255.7	20.5%	73.9
Charges for Goods & Svcs	682.0	170.8	511.3	25.0%	150.3
Fines & Penalties	123.1	31.1	92.0	25.3%	27.3
Investment Interest	14.8	3.9	10.9	26.6%	5.1
Miscellaneous	25.5	7.1	18.4	27.7%	4.4
Total Operating Revenues	8,330.7	1,561.8	6,768.9	18.7%	1,541.6
Other Financing Sources	-	0.0	(0.0)	0.0%	-
Total Sources	\$ 8,330.7	\$ 1,561.9	\$ 6,768.8	18.7%	\$ 1,541.6
Salaries & Wages	\$ 1,341.8	349.0	\$ 992.9	26.0%	\$ 256.1
Benefits	491.2	139.6	351.6	28.4%	130.4
Supplies	59.6	7.2	52.3	12.2%	17.2
Charges for Services	1,342.2	409.7	932.5	30.5%	463.1
Intergovernmental Svcs	3,566.5	53.0	3,513.5	1.5%	45.1
Capital	-	-	-	0.0%	-
Total Operating Expenses	6,801.3	958.5	5,842.8	14.1%	911.9
Other Financing Uses	1,190.9	123.1	1,067.8	10.3%	156.9
Total Uses	\$ 7,992.2	\$ 1,081.6	\$ 6,910.6	13.5%	\$ 1,068.8

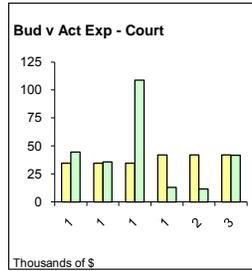


Legend	
	Cur Year
	Budget
	Actual
Data in Thousands of \$	

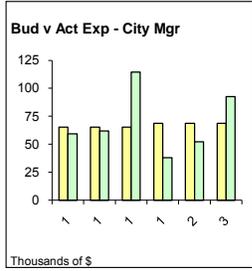
General Fund Expenditures by Department through 03/31/11



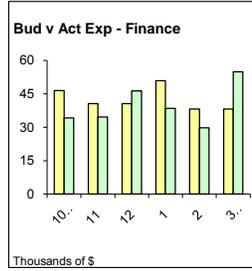
Total Rev & Exp - YTD	2011		2011		2010	
	Budget	Actual	\$ Rem	% Coll	Budget	Actual
Salaries & Wages	\$ 38.4	9.6	\$ 28.8	25.0%	\$ 9.6	
Benefits	3.4	0.7	2.8	19.2%	0.7	
Supplies	3.1	0.8	2.3	26.2%	0.3	
Charges for Services	97.3	41.3	56.0	42.4%	39.8	
Total Operating Expenses	142.3	52.4	89.9	36.8%	50.4	
Other Financing Uses	1,159.5	116.1	1,043.3	10.0%	151.6	
Total Uses	\$ 1,301.8	168.5	\$ 1,133.2	12.9%	\$ 202.1	



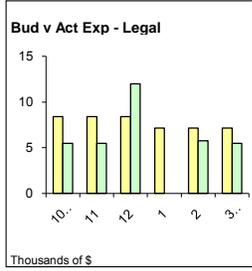
Total Rev & Exp - YTD	2011		2011		2010	
	Budget	Actual	\$ Rem	% Coll	Budget	Actual
Salaries & Wages	-	-	-	-	-	-
Benefits	-	-	-	-	-	-
Supplies	-	-	-	0.0%	-	-
Charges for Services	\$ 102.6	13.2	89.4	12.9%	17.7	
Intergovernmental Svcs	400.0	53.0	347.0	13.2%	44.7	
Total Operating Expenses	\$ 502.6	66.2	\$ 436.4	13.2%	\$ 62.5	



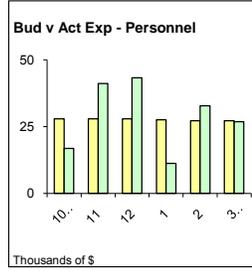
Total Rev & Exp - YTD	2011		2011		2010	
	Budget	Actual	\$ Rem	% Coll	Budget	Actual
Salaries & Wages	\$ 486.1	\$ 110.3	\$ 375.8	22.7%	\$ 91.7	
Benefits	186.8	50.8	136.1	27.2%	49.3	
Supplies	2.8	0.2	2.6	6.0%	0.2	
Charges for Services	88.1	21.6	66.4	24.6%	18.0	
Intergovernmental Svcs	113.6	-	113.6	0.0%	-	
Total Operating Expenses	\$ 877.4	182.9	\$ 694.5	20.8%	\$ 159.2	



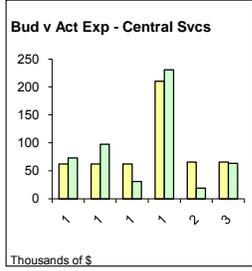
Total Rev & Exp - YTD	2011		2011		2010	
	Budget	Actual	\$ Rem	% Coll	Budget	Actual
Salaries & Wages	\$ 308.0	70.9	237.1	23.0%	58.9	
Benefits	122.2	34.1	88.1	27.9%	32.0	
Supplies	1.7	0.2	1.5	13.4%	0.1	
Charges for Services	39.6	17.8	21.8	44.9%	16.5	
Intergovernmental Svcs	35.0	-	35.0	0.0%	-	
Total Operating Expenses	\$ 506.5	122.9	\$ 383.6	24.3%	\$ 107.5	



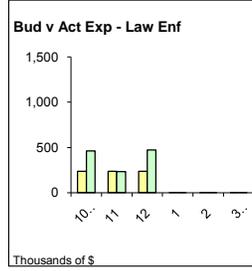
Total Rev & Exp - YTD	2011		2011		2010	
	Budget	Actual	\$ Rem	% Coll	Budget	Actual
Charges for Services	\$ 86.0	11.3	74.7	13.1%	11.0	
Total Uses	\$ 86.0	11.3	\$ 74.7	13.1%	\$ 11.0	



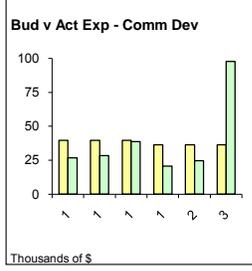
Total Rev & Exp - YTD	2011		2011		2010	
	Budget	Actual	\$ Rem	% Coll	Budget	Actual
Salaries & Wages	\$ 150.2	34.3	115.9	22.9%	28.7	
Benefits	49.6	13.6	36.0	27.4%	12.6	
Supplies	1.1	-	1.1	0.0%	0.0	
Charges for Services	125.8	22.9	102.9	18.2%	20.2	
Total Operating Expenses	\$ 326.6	70.8	\$ 255.9	21.7%	\$ 61.6	



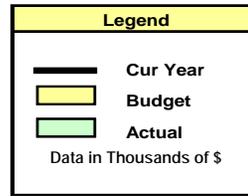
Total Rev & Exp - YTD	2011		2011		2010	
	Budget	Actual	\$ Rem	% Coll	Budget	Actual
Salaries & Wages	\$ 76.0	17.3	58.7	22.8%	14.3	
Benefits	33.8	9.8	24.0	29.0%	9.3	
Supplies	40.0	5.4	34.6	13.6%	7.3	
Charges for Services	758.6	275.5	483.1	36.3%	319.0	
Capital	-	-	-	0.0%	-	
Total Operating Expenses	908.4	308.0	600.4	33.9%	349.9	
Other Financing Uses	23.6	5.0	18.6	21.4%	3.2	
Total Uses	\$ 932.0	\$ 313.1	\$ 618.9	33.6%	\$ 353.0	



Total Rev & Exp - YTD	2011		2011		2010	
	Budget	Actual	\$ Rem	% Coll	Budget	Actual
Supplies	\$ 9.1	0.6	8.6	6.1%	9.3	
Charges for Services	7.7	1.9	5.8	25.2%	1.4	
Intergovernmental Svcs	3,004.8	-	3,004.8	0.0%	-	
Total Operating Expenses	3,021.7	2.5	3,019.2	0.1%	10.7	
Other Financing Uses	1.5	0.4	1.1	25.0%	0.4	
Total Uses	\$ 3,023.2	2.9	\$ 3,020.3	0.1%	\$ 11.1	



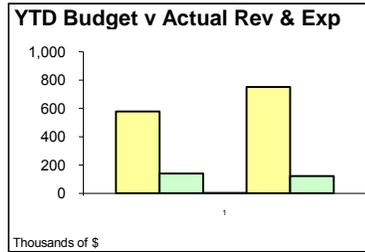
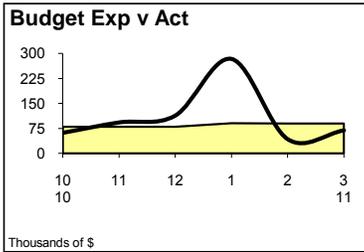
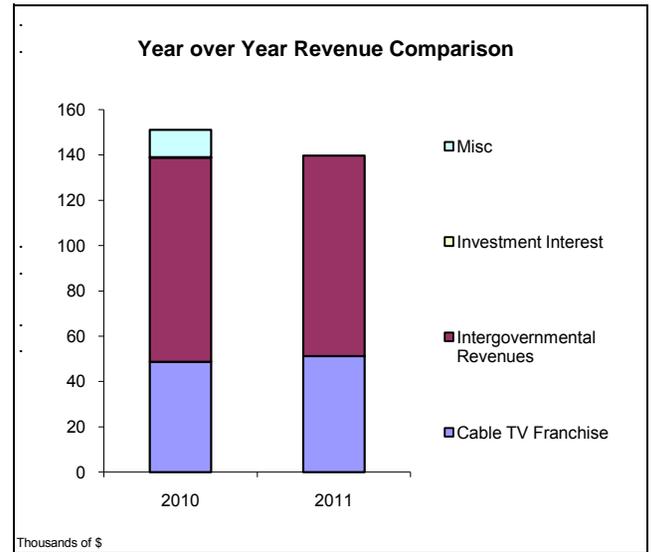
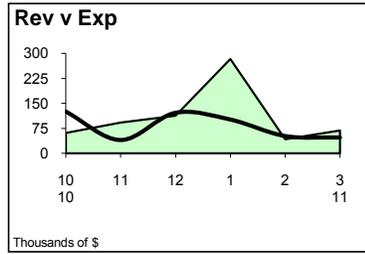
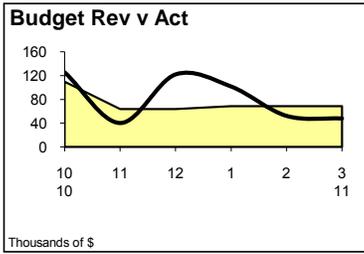
Total Rev & Exp - YTD	2011		2011		2010	
	Budget	Actual	\$ Rem	% Coll	Budget	Actual
Salaries & Wages	\$ 283.2	106.5	176.7	37.6%	52.8	
Benefits	95.4	30.8	64.6	32.2%	26.6	
Supplies	1.7	0.0	1.7	1.4%	0.0	
Charges for Services	36.5	4.2	32.3	11.5%	19.4	
Intergovernmental Svcs	13.1	-	13.1	0.0%	0.4	
Total Operating Expenses	429.9	141.5	288.3	32.9%	99.2	
Other Financing Uses	6.3	1.6	4.7	25.0%	1.7	
Total Uses	\$ 436.2	143.1	\$ 293.1	32.8%	\$ 100.9	



City of Covington

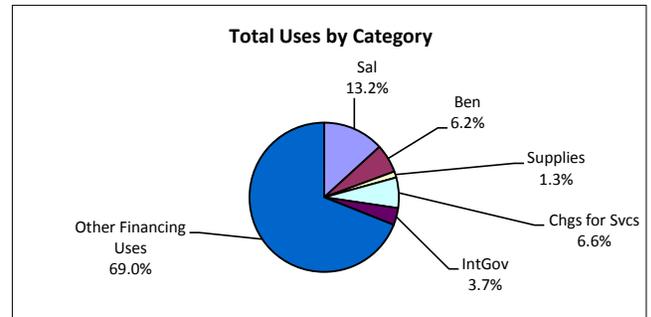
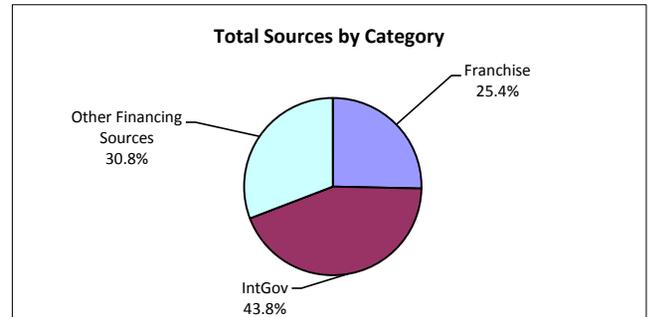
Quarterly Performance Report - Street Operations

as of 3/31/2011



Less: Operating Transfers and Other Financing Uses

Rev & Exp - YTD	2011 Budget	2011 Actual	\$ Rem	% Coll	2010 Actual
Cable TV Franchise	199.0	51.2	147.8	25.7%	48.7
Intergovernmental Revenues	378.2	88.5	289.7	23.4%	90.1
Investment Interest	1.0	-	1.0	0.0%	0.3
Miscellaneous	-	-	-	0.0%	12.0
Total Operating Revenues	578.2	139.8	438.4	24.2%	151.1
Operating Transfer In	244.2	62.3	182.0	25.5%	93.9
Total Sources	822.4	202.0	620.4	24.6%	245.0
Salaries & Wages	261.7	52.0	209.6	19.9%	45.4
Benefits	95.4	24.3	71.1	25.5%	24.0
Supplies	47.8	5.3	42.5	11.0%	1.8
Charges for Services	224.3	26.0	198.3	11.6%	40.6
Intergovernmental	123.6	14.6	109.1	11.8%	2.9
Capital	-	-	-	0.0%	-
Total Operating Expenses	752.8	122.2	630.6	16.2%	114.6
Other Financing Uses	322.6	271.5	51.1	84.2%	41.0
Total Uses	1,075.4	393.6	681.7	36.6%	155.6



Legend	
	Cur Year
	Budget
	Actual
Data in Thousands of \$	

City of Covington

Quarterly Performance Report - Development Services

as of 3/31/2011

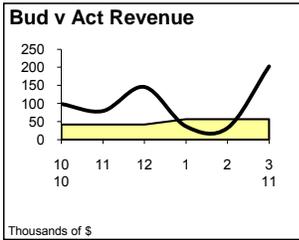


Chart 1

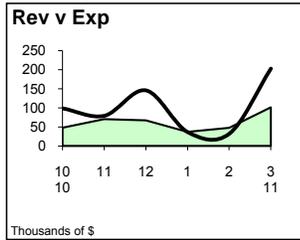


Chart 2

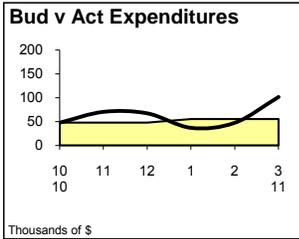


Chart 3

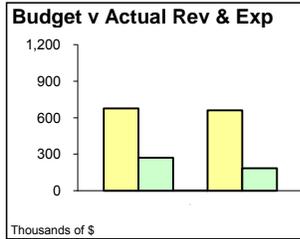


Chart 4

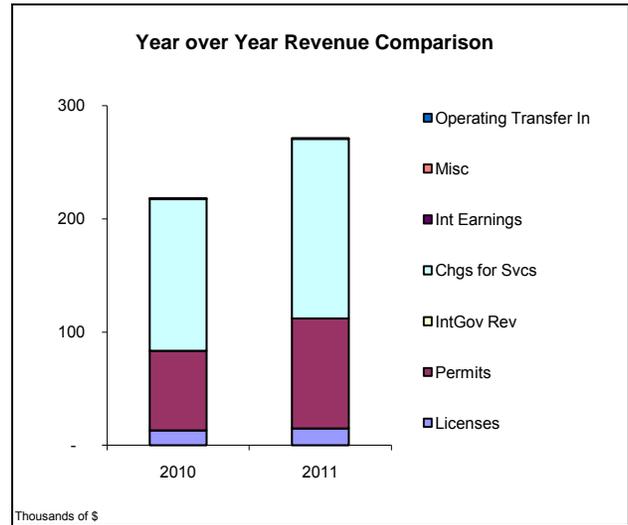
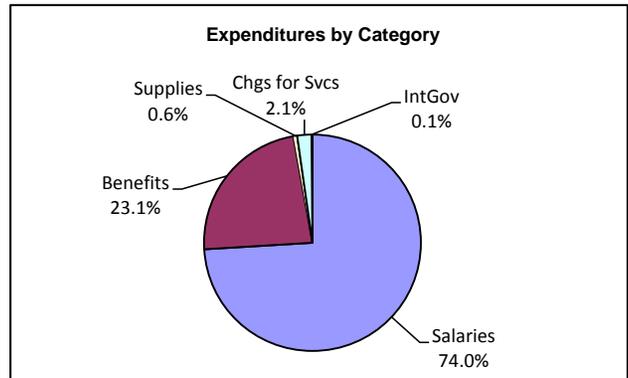
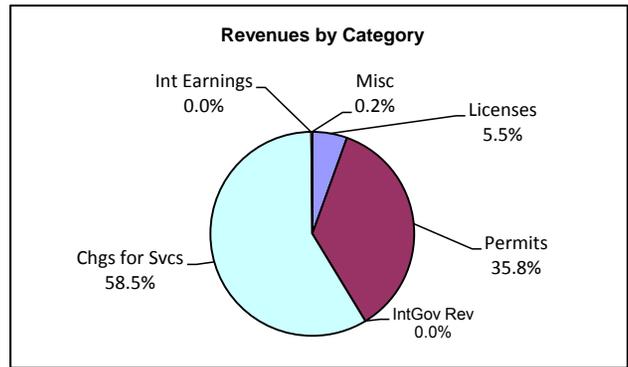


Chart 5

Rev & Exp - YTD	2011	2011	\$ Rem	% Coll	2010
	Budget	Actual			Actual
Licenses	47.0	14.9	32.1	31.8%	13.1
Permits	356.3	97.1	259.2	27.3%	70.4
Intergovernmental Svcs	2.1	-	-	0.0%	-
Charges for Services	271.3	158.7	112.6	58.5%	134.2
Interest Income	0.6	-	0.6	0.0%	0.1
Miscellaneous	-	0.5	(0.5)	0.0%	0.4
Total Operating Revenues	677.3	271.2	404.0	40.0%	218.3
Operating Transfer In	-	-	-	0.0%	-
Total Sources	677.3	271.2	404.0	40.0%	218.3
Salaries & Wages	291.2	111.0	180.2	38.1%	54.7
Benefits	103.2	34.7	68.5	33.6%	27.3
Supplies	5.6	0.9	4.7	15.4%	0.2
Charges for Services	75.2	3.2	72.1	4.2%	14.0
Intergovernmental	48.9	0.2	48.7	0.4%	1.0
Total Operating Expenses	524.1	150.0	374.2	28.6%	97.1
Other Financing Uses	137.7	35.5	102.2	25.8%	23.0
Total Uses	661.8	185.5	476.3	28.0%	120.1



Legend	
	Cur Year
	Budget
	Actual
Data in Thousands of \$	

City of Covington

Quarterly Performance Report - Parks and Recreation Services

as of 3/31/2011

SUMMARY

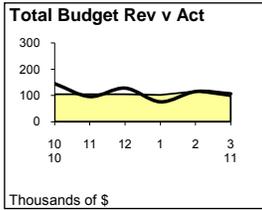


Chart 1

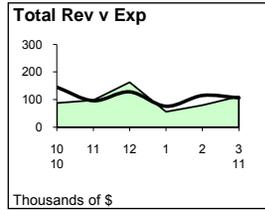


Chart 2

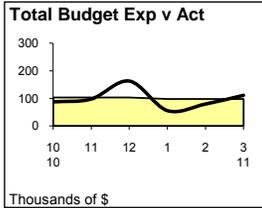


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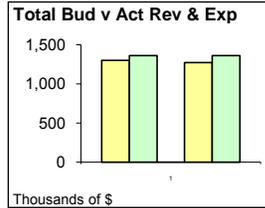


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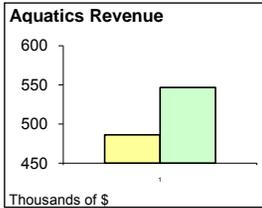
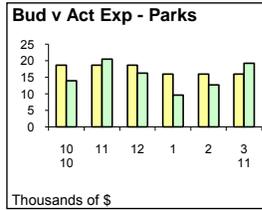


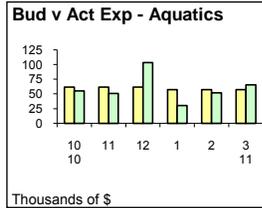
Chart 5

Legend	
	Cur Year
	Budget
	Actual
Data in Thousands of \$	

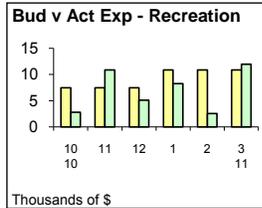
DEPARTMENTS



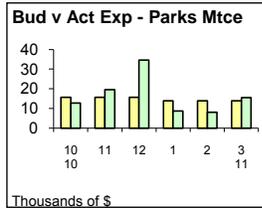
Rev & Exp - YTD	2011		\$ Rem	% Coll	2010	
	Budget	Actual			Actual	
Salaries & Wages	\$ 114.2	\$ 26.0	\$ 88.2	22.8%	\$ 21.5	
Benefits	43.7	8.3	35.4	18.9%	7.5	
Supplies	1.2	0.0	1.1	1.4%	0.1	
Charges for Services	5.9	0.4	5.5	7.4%	12.0	
Intergovernmental Svcs	0.9	-	0.9	0.0%	-	
Total Operating Expenses	165.9	34.7	131.1	20.9%	41.1	
Other Financing Uses	26.2	6.9	19.3	26.3%	6.5	
Total Uses	\$ 192.0	\$ 41.6	\$ 150.4	21.7%	\$ 47.6	



Rev & Exp - YTD	2011		\$ Rem	% Coll	2010	
	Budget	Actual			Actual	
Salaries & Wages	\$ 310.5	\$ 67.3	\$ 243.2	21.7%	\$ 61.4	
Benefits	82.6	18.5	64.1	22.4%	18.8	
Supplies	95.3	20.3	75.0	21.3%	17.2	
Charges for Services	102.6	25.4	77.2	24.7%	18.7	
Intergovernmental Svcs	7.8	0.7	7.0	9.6%	-	
Total Operating Expenses	598.7	132.2	466.5	22.1%	116.2	
Other Financing Uses	85.1	15.3	69.8	18.0%	15.1	
Total Uses	\$ 683.9	\$ 147.5	\$ 536.3	21.6%	\$ 131.3	

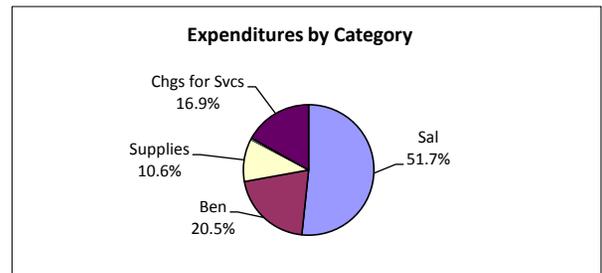
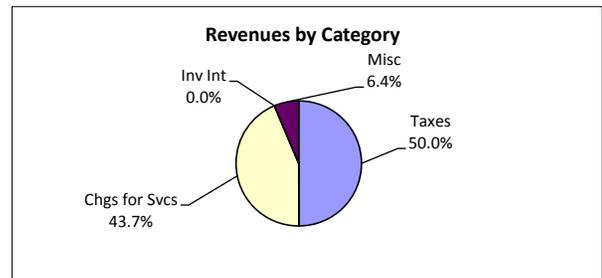


Rev & Exp - YTD	2011		\$ Rem	% Coll	2010	
	Budget	Actual			Actual	
Salaries & Wages	\$ 63.6	\$ 11.1	\$ 52.5	17.4%	\$ 10.2	
Benefits	24.2	6.2	18.1	25.4%	6.2	
Supplies	8.9	2.4	6.5	27.0%	5.3	
Charges for Services	53.7	8.4	45.4	15.6%	3.9	
Capital Outlay	-	-	-	0.0%	-	
Total Operating Expenses	150.4	28.0	122.4	18.6%	25.6	
Other Financing Uses	17.4	4.5	12.9	25.7%	5.3	
Total Uses	\$ 167.8	\$ 32.5	\$ 135.3	19.4%	\$ 30.9	



Rev & Exp - YTD	2011		\$ Rem	% Coll	2010	
	Budget	Actual			Actual	
Salaries & Wages	\$ 63.6	\$ 11.1	\$ 52.5	17.4%	\$ 10.2	
Benefits	24.2	6.2	18.1	25.4%	6.2	
Supplies	8.9	2.4	6.5	27.0%	5.3	
Charges for Services	53.7	8.4	45.4	15.6%	3.9	
Capital Outlay	-	-	-	0.0%	-	
Total Operating Expenses	150.4	28.0	122.4	18.6%	25.6	
Other Financing Uses	17.4	4.5	12.9	25.7%	5.3	
Total Uses	\$ 167.8	\$ 32.5	\$ 135.3	19.4%	\$ 30.9	

Rev & Exp - YTD	2011		\$ Rem	% Coll	2010	
	Budget	Actual			Actual	
Taxes	\$ 465.0	\$ 118.7	\$ 346.3	25.5%	\$ 148.0	
Grants	-	-	-	0.0%	-	
Aquatics Revenue	486.3	103.7	382.7	21.3%	90.7	
Investment Interest	0.5	-	0.5	0.0%	0.2	
Miscellaneous	49.4	15.1	34.3	30.6%	17.3	
Total Operating Revenues	1,001.2	243.5	757.7	24.3%	256.2	
Other Financing Sources	211.1	53.8	157.3	25.5%	54.8	
Total Sources	\$ 1,212.4	\$ 297.3	\$ 915.0	24.5%	\$ 311.0	
Salaries & Wages	\$ 548.0	\$ 111.3	\$ 436.7	20.3%	\$ 100.6	
Benefits	168.1	44.1	124.1	26.2%	35.2	
Supplies	109.0	22.8	86.1	21.0%	22.9	
Intergovernmental Svcs	8.7	0.7	7.9	8.6%	-	
Charges for Services	192.0	36.4	155.6	19.0%	36.6	
Capital Outlay	-	-	-	0.0%	-	
Total Operating Expenses	1,025.9	215.4	810.4	21.0%	195.3	
Other Financing Uses	148.3	31.8	116.5	21.5%	28.0	
Total Uses	\$ 1,174.2	\$ 247.3	\$ 926.9	21.1%	\$ 223.3	



City of Covington

Quarterly Performance Report - SWM Operations

as of 3/31/2011

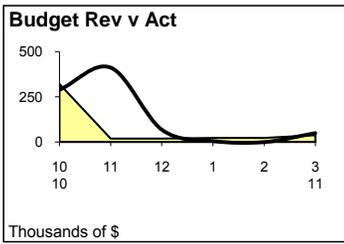


Chart 1

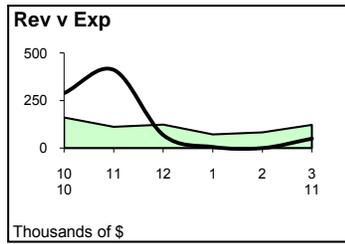


Chart 2

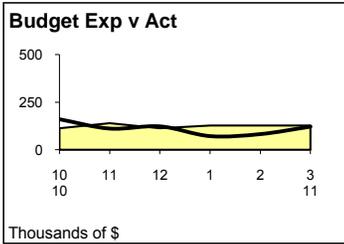
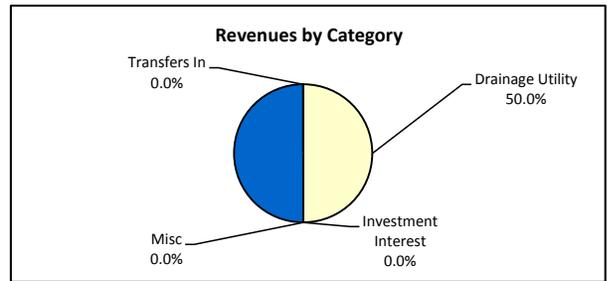


Chart 3

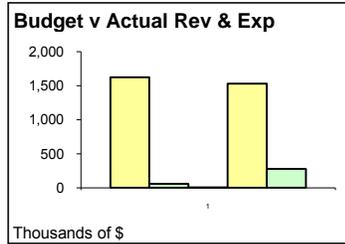
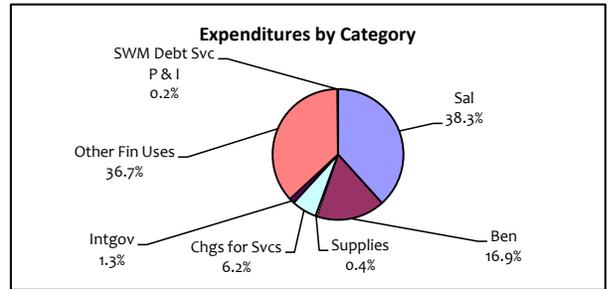
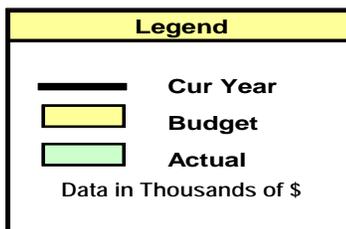


Chart 4

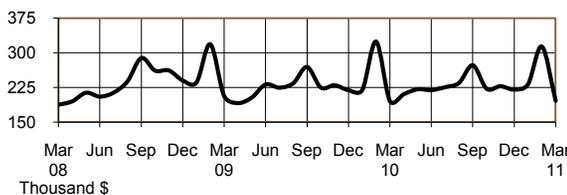
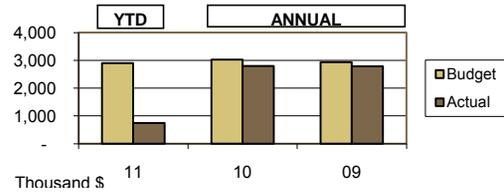
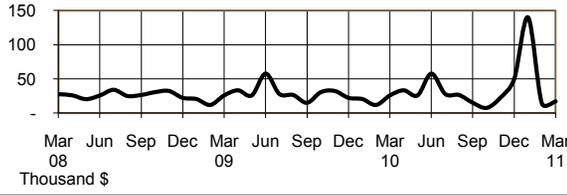
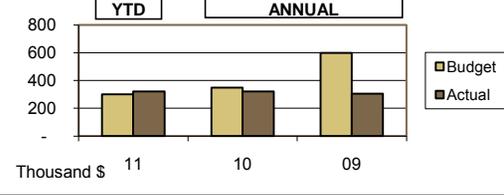
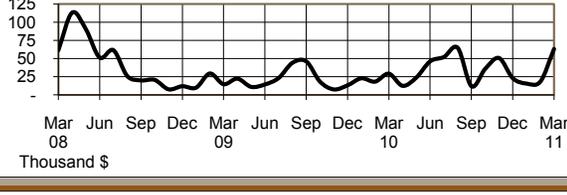
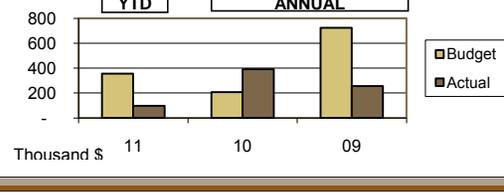
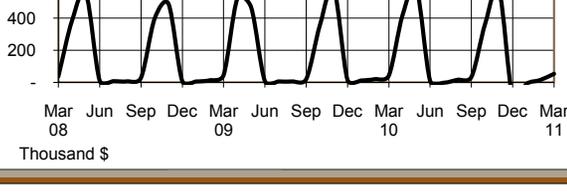
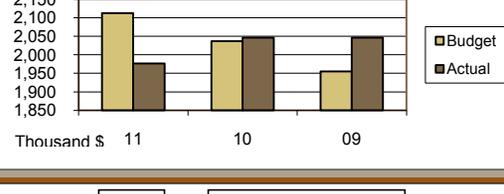
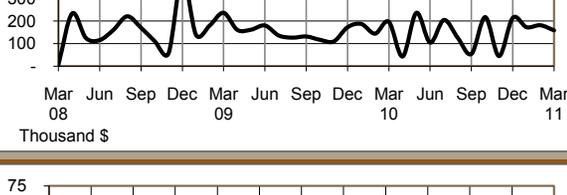
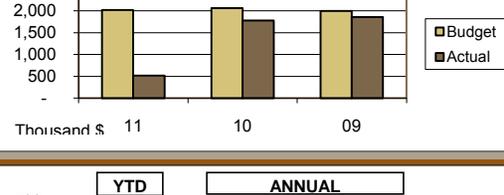
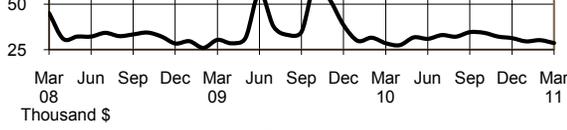
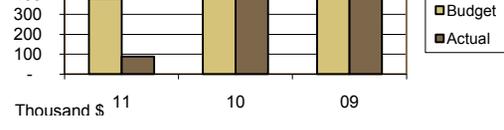


Rev & Exp - YTD	2011 Budget	2011 Actual	\$ Rem	% Coll	2010 Actual
Grants	78.3	-	78.3	0.0%	-
KC Salmon Conservancy	-	-	-	0.0%	-
Drainage Utility	1,542.3	55.1	1,487.2	3.6%	57.4
Investment Interest	2.3	-	2.3	0.0%	0.7
Miscellaneous	-	-	-	0.0%	(0.2)
Comp/Loss	-	-	-	0.0%	-
Total Operating Revenues	1,622.9	55.1	1,567.8	3.4%	57.8
Transfers In	-	-	-	0.0%	3.5
Total Sources	1,622.9	55.1	1,567.8	3.4%	61.3
Salaries	512.3	106.1	406.3	20.7%	87.9
Benefits	184.4	46.8	137.6	25.4%	47.1
Supplies	35.1	1.0	34.1	2.8%	2.6
Charges for Services	212.8	17.2	195.6	8.1%	22.9
Intergovernmental	78.5	3.7	74.8	4.7%	5.7
Capital Outlay	-	-	-	0.0%	-
Total Operating Expenditures	1,023.1	174.8	848.4	17.1%	166.2
Other Financing Uses	471.6	101.7	369.9	21.6%	77.4
SWM Debt Service P & I	34.6	0.5	34.2	1.3%	0.5
Total Uses	1,529.3	276.9	1,252.4	18.1%	244.1



CITY OF COVINGTON
MAJOR REVENUE COMPARISON
1st QTR - 1st QTR
2008 - 2011

ATTACHMENT 3

				Timeline		Budget vs Actual	
						YTD	Annual
Sales Tax							
Qtr - Qtr Revenues	1Q-10 739,872	1Q-11 742,052	% Diff 0.3%				
	Budget	Actual	% Collected				
2011 Annual Revenues	\$ 2,904,000	\$ 742,052	25.6%				
2010 Annual Revenues	\$ 3,025,000	\$ 2,795,130	92.4%				
2009 Annual Revenues	\$ 2,932,000	\$ 2,789,499	95.1%				
Real Estate Excise Tax (REET)							
Qtr - Qtr Revenues	\$ 57,583	\$ 170,977	196.9%				
	Budget	Actual	% Collected				
2011 Annual Revenues	\$ 300,000	\$ 170,977	57.0%				
2010 Annual Revenues	\$ 350,000	\$ 322,179	92.1%				
2009 Annual Revenues	\$ 600,000	\$ 305,687	50.9%				
Development Services Permitting Revenue							
Qtr - Qtr Revenues	\$ 70,432	\$ 97,090	37.8%				
	Budget	Actual	% Collected				
2011 Annual Revenues	\$ 356,266	\$ 97,090	27.3%				
2010 Annual Revenues	\$ 208,000	\$ 391,659	188.3%				
2009 Annual Revenues	\$ 725,000	\$ 254,984	35.2%				
Property Tax							
Qtr - Qtr Revenues	\$ 73,491	\$ 58,349	-20.6%				
	Budget	Actual	% Collected				
2011 Annual Revenues	\$ 2,356,779	\$ 58,349	2.5%				
2010 Annual Revenues	\$ 2,112,000	\$ 1,976,819	93.6%				
2009 Annual Revenues	\$ 2,037,000	\$ 2,046,294	100.5%				
Utility Tax							
Qtr - Qtr Revenues	\$ 529,290	\$ 514,268	-2.8%				
	Budget	Actual	% Collected				
2011 Annual Revenues	\$ 2,016,000	\$ 514,268	25.5%				
2010 Annual Revenues	\$ 2,060,000	\$ 1,778,701	86.3%				
2009 Annual Revenues	\$ 2,000,000	\$ 1,857,435	92.9%				
Fuel Tax							
Qtr - Qtr Revenues	\$ 90,094	\$ 88,529	-1.7%				
	Budget	Actual	% Collected				
2011 Annual Revenues	\$ 378,202	\$ 88,529	23.4%				
2010 Annual Revenues	\$ 380,000	\$ 378,263	99.5%				
2009 Annual Revenues	\$ 406,398	\$ 462,550	113.8%				

DISCUSSION OF FUTURE AGENDA TOPICS:

**May 17, 2011 – City Council Special Joint Study Session with the
Covington Chamber of Commerce Board of Directors and the
Covington Economic Development Council**

**May 24, 2011 – Special Meeting for Arts Commission Interviews and
Regular City Council Meeting**

(Draft Agendas Attached)

Draft

as of 05/03/11

Covington: Unmatched quality of life



**CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL JOINT STUDY SESSION WITH THE
COVINGTON CHAMBER OF COMMERCE BOARD OF DIRECTORS AND
COVINGTON ECONOMIC DEVELOPMENT COUNCIL**
Council Chambers – 16720 SE 271st Street, Suite 100, Covington
www.covingtonwa.gov

Tuesday, May 17, 2011 - 6:30 p.m.

GENERAL INFORMATION:

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

CALL CITY COUNCIL JOINT STUDY SESSION TO ORDER

ROLL CALL

APPROVAL OF AGENDA

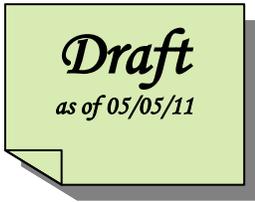
ITEM(S) FOR DISCUSSION

1. Chamber Update (Oliveira)
2. CEDC Work Plan Update (Kodama)
3. Destination Covington Update (Matheson)
4. Value Proposition Discussion (Bernal)

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

ADJOURN

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



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



Tuesday, May 24, 2011
6:00 p.m.

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

Council will interview Arts Commission applicants beginning at 6:00 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Presentation on Unmatched “Healthy” Quality of Life – Megan Vaughn

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

APPROVE CONSENT AGENDA

- C-1. Approval of Minutes (Scott)
- C-2. Approval of Vouchers (Hendrickson)
- C-3. Appoint Voting Delegate(s) to Association of Washington Cities Annual Business Meeting (Council)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: May 12 Meeting.
- Arts Chair Gregg Lobdell: May 12 Meeting.
- Parks & Recreation Chair David Aldous: May 18 Meeting.
- Planning Chair Sean Smith: May 5 and May 19 Meetings.
- Economic Development Co-Chair Hugh Kodama: April 26 Meeting.

CONTINUED BUSINESS

1. Discuss Resolution to Adopt 2012-2017 Transportation Improvement Program (Vondran)
2. Discuss Interlocal Agreement with Cities of Black Diamond and Maple Valley (Akramoff)

NEW BUSINESS

3. Consider Appointments to Arts Commission (Council)
4. Covington Community Sports Agreement for Use of Kent School District Facilities (Patterson)

COUNCIL/STAFF COMMENTS

- Future Agenda Topics

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

EXECUTIVE SESSION: If Needed

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