

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



Tuesday, June 11, 2013
7:00 p.m.

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

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

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Parks & Recreation Month Proclamation (Steve Pand)

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

APPROVE CONSENT AGENDA

- C-1. Minutes: May 14, 2013 Joint Meeting with CEDC & Chamber Board; May 14, 2013 Regular Meeting; and May 28, 2013 Special & Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Accept Covington Community Park Fencing Contract (Akramoff)
- C-4. Release of Stormwater Drainage Easement for Red Canoe Credit Union (Lyons/Hart)
- C-5. Subsurface Tunnel Easement for Soos Creek Water and Sewer District (Lyons/Hart)

PUBLIC HEARING

1. Receive Public Testimony on Proposed 2014-2019 Transportation Improvement Program (Vondran)

NEW BUSINESS

2. Discuss Citizen Survey Results (Slate/Consultant)
3. Finalize Use of Funds from General Fund (Akramoff)
4. Code Revisions for Assuming Solid Waste Jurisdiction Ordinance (Springer/Akramoff)
5. Town Center Developer Partnerships RFQ (Matheson)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

PUBLIC COMMENT **See notes on Public Comments above*

EXECUTIVE SESSION – If Needed

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: June 11, 2013

SUBJECT: APPROVAL OF MINUTES: MAY 14, 2013 CITY COUNCIL JOINT STUDY SESSION WITH COVINGTON CHAMBER OF COMMERCE BOARD OF DIRECTORS AND COVINGTON ECONOMIC DEVELOPMENT COUNCIL MINUTES; MAY 14, 2013 CITY COUNCIL REGULAR MEETING MINUTES; AND MAY 28, 2013 CITY COUNCIL SPECIAL & REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the May 14, 2013 City Council Joint Study Session with Covington Chamber of Commerce Board of Directors and Covington Economic Development Council Minutes; May 14, 2013 City Council Regular Meeting Minutes; and May 28, 2013 City Council Special & Regular Meeting Minutes.

Unapproved Draft – May 14, 2013 Special Joint Study Session with Covington Chamber of Commerce Board of Directors and Covington Economic Development Council
Submitted for Approval: June 11, 2013

City of Covington
City Council Special Joint Study Session with Covington Chamber of Commerce Board of Directors and Covington Economic Development Council
Tuesday, May 14, 2013

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

The Special Joint Study Session with the Covington Chamber of Commerce Board of Directors and Covington Economic Development Council was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, May 14, 2013, at 5:34 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

CHAMBER OF COMMERCE BOARD OF DIRECTORS PRESENT:

Mike Hanratty, Josh Lyon, Debbie Markwald (arrived @ 6 p.m.), Rick Oliveira, Jessica Oliver, Tamara Paul, Laura Roth, Zack Steele, and Jim Wene.

CHAMBER OF COMMERCE BOARD OF DIRECTORS ABSENT:

Cherie Adams, Jim Hutchinson, and Dana Melbuer.

CHAMBER STAFF PRESENT:

Krista Bates, Officer Manager

ECONOMIC DEVELOPMENT COUNCILMEMBERS PRESENT:

Ed Cook, Jennifer Gilbert-Smith, Hugh Kodama, Laura Roth, Rick Oliveira, Steven Pand, Jeff Wagner.

ECONOMIC DEVELOPMENT COUNCILMEMBERS ABSENT:

Kevin Holland, Jim Hutchinson, and Josh Parnell.

CITY STAFF PRESENT:

Derek Matheson, City Manager; Richard Hart, Community Development Director; Noreen Beaufreere, Personnel Manager; Kevin Klason, Covington Police Chief; Karla Slate, Community Relations Coordinator; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the joint study session to order.

APPROVAL OF AGENDA:

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

ITEMS FOR DISCUSSION:

1. Covington Economic Development Branding Program.

Mr. Rick Oliveira introduced this item and then turned it over to Community Relations Coordinator Karla Slate and Consultant Derek Gillette who then gave the presentation.

The groups provided comments and asked questions, and Ms. Slate and Mr. Gillette provided responses.

The groups concurred that the process should proceed and was on the right path.

2. Covington Economic Development 2013 Work Program Initiatives.

Mr. Jeff Wagner and Mr. Rick Oliveira gave the presentation on this item.

The groups discussed this item and provided comments and suggestions.

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 6:50 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, May 14, 2013**

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

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, May 14, 2013, at 7:14 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Mark Lanza (arrived @ 7:22 p.m.), 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; Karla Slate, Community Relations Coordinator; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; Don Vondran, Senior City Engineer; Robert Meyers; Building Official; Jon Napier, Covington Fire Marshal; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Mayor Pro Tem Wagner moved and Councilmember Snoey seconded to approve the Agenda. Vote: 6-0. Motion carried.

PUBLIC COMMUNICATION:

- Police Chief Kevin Klason introduced three members of the command staff with the King County Sheriff's Office: Captain Bob Baxter, Captain Scott Somers, and Captain Brad Thompson who then presented Chief Klason with a service coin in recognition of 35 years of service with the King County Sheriff's Office.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Darrell Staaleson, 25336 170th Place SE, Covington resident, spoke with concern about disruption at a property near his home from monster trucks, quads, bon fires, and loud parties including most recently the sound of gunshots. Mr. Staaleson also informed the Council that the problem had been ongoing for approximately three years and asked for council's help in a resolution. Mr. Staaleson noted that the police have helped as much as they could.

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

APPROVE CONSENT AGENDA:

- C-1. Minutes: April 23, 2013 Regular Meeting Minutes.

- C-2. Vouchers: Vouchers #29281—29355, in the Amount of \$273,004.63, Dated April 16, 2013; Vouchers #29356-29422, in the Amount of \$159,048.17, Dated May 1, 2013; Paylocity Payroll Checks #1001206298-1001206313 Inclusive, Plus Employee Direct Deposits in the Amount of \$161,857.33, Dated April 26, 2013; and Paylocity Payroll Checks #1001242452-1001242470 Inclusive, Plus Employee Direct Deposits in the Amount of \$153,021.88, Dated May 10, 2013.

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

NEW BUSINESS:

- 1. Discuss and Consider Adopting 2012 International Building & Fire Codes.

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

Councilmembers asked questions, and Fire Marshal Jon Napier provided responses.

ORDINANCE NO. 03-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING CHAPTERS 15.05 AND 15.20 OF THE COVINGTON MUNICIPAL CODE TO CONFORM WITH UPDATES TO RCW 19.27, THE REVISED WASHINGTON STATE BUILDING CODE ACT, ADOPTING THE 2012 INTERNATIONAL CODES, WHICH GO INTO EFFECT ON JULY 1, 2013.

Council Action: Councilmember Lanza moved and Mayor Pro Tem Wagner seconded to approve Ordinance No. 03-13 adopting modifications to CMC Title 15, Buildings and Construction which align the CMC with the newly adopted 2012 International Codes. Vote: 7-0. Motion carried.

- 2. Present Draft Six-Year 2014-2019 Transportation Improvement Program.

Senior City Engineer Don Vondran gave the staff report on this item. Mr. Vondran noted three projects that were added to the proposed 2014 – 2019 plan due to grants received or the potential of grant funds being received:

- 1. CIP 1028 – 240th/196th/Wax Road Overlay – This project was added due to a Transportation Improvement Board (TIB) grant that we received in the amount of \$402,340. This project is scheduled to be completed this summer as part of the King County Overlay Program.

2. CIP 1029 – Citywide Intersection Safety Project – This project was added due to a WSDOT grant that we received in the amount of \$250,000. This project is scheduled to be designed this year and construction completed next year.
3. CIP 1014 – Jenkins Creek Park – Multiuse Trail – This project was submitted as part of a grant request through WSDOT. This project has potential to get funding and could go to design in 2014.

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

Council Action: There was Council consensus to add the Town Center infrastructure project as a tenth item to the 2014 – 2019 Transportation Improvement Program.

3. Status and Progress of the Hawk Subarea Plan and Planned Action EIS.

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

Councilmembers asked questions, and Mr. Hart provided responses.

4. Discuss Council Representation at Meetings with Four-Year Universities.

City Manager Derek Matheson gave the staff report on this item.

Council Action: Councilmember Snoey moved and Councilmember Mhoon seconded to appoint Mayor Harto and Councilmember Lanza as the council’s representatives in meetings with universities. Vote: 7-0. Motion carried.

Council provided input on the draft PowerPoint presentation to four-year universities.

5. Presentation of 2012 Year End Financials.

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

Councilmembers asked questions, and Mr. Hendrickson provided responses.

6. 2013 First Quarter Financial Report.

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

Councilmembers asked questions, and Mr. Hendrickson provided responses.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Unapproved Draft – May 14, 2013 Regular Meeting Minutes
Submitted for Approval: June 11, 2013

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:53 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, May 28, 2013**

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

INTERVIEWS– 6:00-7:00 P.M.:

The Council conducted an interview for an opening on the Covington Arts Commission. Applicant interviewed was Aunna Moriarty. The Council conducted interviews for an opening on the Covington Planning Commission. Applicants interviewed included Gloria Foss and Jennifer Gilbert-Smith.

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, May 28, 2013, at 7:03 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

Derek Matheson, City Manager; Noreen Beaufriere, Personnel Manager; Kevin Klason, Covington Police Chief; Karla Slate, Community Relations Coordinator; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; Pat Patterson, Recreation Manager; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Snoey moved and Mayor Pro Tem Wagner seconded to approve the Agenda as amended to remove Public Communication and switch agenda items No. 3 and No. 4 to match the agenda packet materials. Vote: 7-0. Motion carried.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Leroy Stevenson, 26838 166th Place SE, Covington, spoke in opposition to the utility tax and stated that more than the six percent was being taxed by the utilities, from 6.65 percent or 6.35 percent depending on the utility, as it appears the tax is being taxed on the total plus the other taxes on the bill.

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

APPROVE CONSENT AGENDA:

- C-1. Vouchers: Vouchers #29423—29495, in the Amount of \$242,681.96, Dated May 13, 2013; and Paylocity Payroll Checks #1001269919-1001269938 Inclusive, Plus Employee Direct Deposits in the Amount of \$158,318.85, Dated May 24, 2013.
- C-2. Appoint Delegate(s) for Association of Washington Cities Annual Business Meeting.
- C-3. Covington Community Sports Agreement to Use Kent School District Facilities.

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

REPORTS OF COMMISSIONS:

Human Services Commission – Chair Haris Ahmad reported on the April 11 and May 9 meetings.

Arts Commission – Chair Sandy Bisordi reported on the May 9 meeting.

Parks & Recreation Commission – Chair Steven Pand reported on the May 15 meeting.

Planning Commission – Chair Daniel Key reported on the May 2 meeting. The May 16 meeting was canceled.

Economic Development Council – Co-Chair Jeff Wagner reported on the April 25 and May 23 meetings.

EXECUTIVE SESSION:

Potential Litigation (RCW 42.30.110(1)(i)) and Real Estate Acquisition (RCW 42.30.110(1) (c)) from 7:27 to 7:55 p.m.

NEW BUSINESS:

- 1. Consider Appointment to Arts Commission.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Lanza seconded to appoint Aunna Moriarty to fill open Position No. 4 on the Arts Commission with a term expiring May 31, 2014. Vote: 7-0. Motion carried.

- 2. Consider Appointment to Planning Commission.

Council Action: Councilmember Lucavish moved and Mayor Pro Tem Wagner seconded to appoint Jennifer Gilbert-Smith to fill a replacement position on the Planning Commission with a term expiring August 31, 2015. Vote: 7-0. Motion carried.

- 3. Resolution in Strong Support of a 2013 Transportation Investment Package.

City Manager Derek Matheson offered to respond to any questions Council might have on this item.

Councilmembers discussed and provided comments.

RESOLUTION NO. 13-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, KING COUNTY, WASHINGTON, IN STRONG
SUPPORT OF A 2013 TRANSPORTATION INVESTMENT
PACKAGE

Council Action: Mayor Pro Tem Wagner moved and Councilmember Lucavish seconded to adopt Resolution No. 13-03 in strong support of a 2013 Transportation Investment Package. Vote: 7-0. Motion carried.

4. Discuss Field Use Fees.

Parks & Recreation Director Scott Thomas gave the staff report on this item.

Councilmembers provided comments, asked questions, and provided direction to staff. Mr. Thomas provided responses.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Council requested a handout and future agenda item to explain the formula for the utility tax.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Steve Pand, Covington residents, thanked Council for comments on parks and support in efforts to get this far.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:39 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: June 11, 2013

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #29496—29551, in the Amount of \$211,721.50, Dated May 28, 2013; Vouchers #29552-29553, in the Amount of \$55,106.41, Dated June 4, 2013; and Paylocity Payroll Checks #1001306023-1001306040 Inclusive, Plus Employee Direct Deposits in the Amount of \$153,678.28, Dated June 7, 2013.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment: Vouchers #29496—29551, in the Amount of \$211,721.50, Dated May 28, 2013; Vouchers #29552-29553, in the Amount of \$55,106.41, Dated June 4, 2013; and Paylocity Payroll Checks #1001306023-1001306040 Inclusive, Plus Employee Direct Deposits in the Amount of \$153,678.28, Dated June 7, 2013.

May 28, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 29496 Through Check # 29551

In the Amount of \$211,721.50

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail By Check Date

User: scles
 Printed: 5/31/2013 - 6:52 AM



			Check Amount
Check No:	29496	Check Date: 05/28/2013	
Vendor:	2094	"Poly" Bag, LLC	
30966		Maint shop; garbage bags	90.65
30966		Maint shop; garbage bags	181.29
30966		Maint shop; garbage bags	181.29
			453.23
Check No:	29497	Check Date: 05/28/2013	
Vendor:	2644	All-Star Auto Glass, LLC	
W150994		#3420; windshield	255.21
			255.21
Check No:	29498	Check Date: 05/28/2013	
Vendor:	1705	Alpine Products, Inc.	
TM-131932		Single curve delineators w/plastic anchor	213.20
			213.20
Check No:	29499	Check Date: 05/28/2013	
Vendor:	2245	Auto Additions, Inc.	
IN0009019		#3420; lights	349.69
IN0009037		#3420; lights	605.73
IN0009037		#3370/3371; strobe tubes	39.23
IN0009037		#3370/3371; strobe tubes	78.45
IN0009037		#3370/3371; strobe tubes	78.45
IN0009206		Replacement vehicle for #2882; lights	218.34
IN0009230		#3416; lights	375.24
IN0009247		Replacement vehicle for #2882; lights	201.90
			1,947.03
Check No:	29500	Check Date: 05/28/2013	
Vendor:	0019	AWC Employee Benefits Trust	
100315L0620130		Medical Insurance Premiums, June	8,814.59
100315L0620130		Medical Insurance Premiums, June	6,371.77
100315L0620130		Medical Insurance Premiums, June	2,150.92
100315L0620130		Medical Insurance Premiums, June	2,093.71
100315L0620130		Medical Insurance Premiums, June	2,143.00
100315L0620130		Medical Insurance Premiums, June	6,178.40
100315L0620130		Medical Insurance Premiums, June	1,825.48
100315L0620130		Medical Insurance Premiums, June	2,747.93
100315L0620130		Medical Insurance Premiums, June	721.44
100315L0620130		Medical Insurance Premiums, June	838.16
100315L0620130		Medical Insurance Premiums, June	5,644.04
100315L0620130		Medical Insurance Premiums, June	9,439.96
			48,969.40
Check No:	29501	Check Date: 05/28/2013	
Vendor:	2646	Balloon Specialties	

			Check Amount
B13052401	Helium tanks, stands, balloons		1,011.51
			<hr/> 1,011.51
Check No:	29502	Check Date: 05/28/2013	
Vendor:	2645	BBS Technologies, Inc.	
INV51461		Redundant server software	1,080.57
INV51461		Redundant server software, use tax	-85.57
			<hr/> 995.00
Check No:	29503	Check Date: 05/28/2013	
Vendor:	2368	Best Parking Lot Cleaning Inc.	
123438		MV; street cleaning, May	1,320.58
123730		Storm clean up call out	1,163.00
			<hr/> 2,483.58
Check No:	29504	Check Date: 05/28/2013	
Vendor:	0637	Bill's Locksmith Service, Inc.	
106240		#3375; duplicate key	60.17
106240		#3416; duplicate keys	80.92
			<hr/> 141.09
Check No:	29505	Check Date: 05/28/2013	
Vendor:	2151	Shawn Buck	
2151-5		Buck; GIS conference, mileage	91.08
			<hr/> 91.08
Check No:	29506	Check Date: 05/28/2013	
Vendor:	1997	Capital One Commercial	
059113		Pop up canopies for city events	434.38
059113		Covington Days; pop up canopies	434.38
142168955211		City hall; creamer, paper products	210.20
142168955211		City hall; utility table	137.91
			<hr/> 1,216.87
Check No:	29507	Check Date: 05/28/2013	
Vendor:	2270	CenturyLink	
6317966698B-5		City hall; telephone, 5/13-6/13/13	47.13
			<hr/> 47.13
Check No:	29508	Check Date: 05/28/2013	
Vendor:	2366	CenturyLink Business Services	
1258661194		Aquatics; internet/loop, April	360.00
			<hr/> 360.00
Check No:	29509	Check Date: 05/28/2013	
Vendor:	1091	Complete Office Solutions	
945411-1		Tape	25.68
			<hr/> 25.68
Check No:	29510	Check Date: 05/28/2013	
Vendor:	0706	Covington Retail Associates	
4028		1st floor; building lease, June	25,089.75
4028		1st floor; operating expenses, June	10,040.02
4029		2nd floor; building lease, June	3,200.83
4029		2nd floor; operating expenses, June	1,509.81
			<hr/> 39,840.41

Check No:	29511	Check Date:	05/28/2013	
Vendor:	0537	Covington Water District		
104587-5		Crystal view; water, 4/20-5/17/13		26.35
105731-5		SR 516; water, 4/20-5/17/13		50.40
107666-5		CCP; water, 3/16-5/17/13		37.00
108188-5		Skate park; water, 3/16-5/17/13		55.75
115324-5		Aquatics; water, 3/16-5/17/13		1,173.60
122505-5		Maint shop; water, 3/16-5/17/13		32.06
122505-5		Maint shop; water, 3/16-5/17/13		16.03
122505-5		Maint shop; water, 3/16-5/17/13		32.06
132669-5		CCP; water, 3/16-5/17/13		52.70
132670-5		CCP; water, 4/20-5/17/13		564.05
				<hr/>
				2,040.00
Check No:	29512	Check Date:	05/28/2013	
Vendor:	1983	De Lage Landen Financial Srvc		
18066435		Copier, property tax		28.89
18086459		Copier lease, 5/15-6/14/13		120.08
				<hr/>
				148.97
Check No:	29513	Check Date:	05/28/2013	
Vendor:	0913	Dept. of Transportation		
RE313ATB3051411		CIP 1127; engineering, 4/1-4/30/13		205.76
				<hr/>
				205.76
Check No:	29514	Check Date:	05/28/2013	
Vendor:	2647	Emerald City Fence Rentals, LLC		
31540		CCP; chain link fence rental; 5/8-11/8/13		1,884.21
				<hr/>
				1,884.21
Check No:	29515	Check Date:	05/28/2013	
Vendor:	1996	Facility Maintenance Contractors		
SALES01465 130515		Maint shop; janitorial service, May		105.60
SALES01465 130515		Maint shop; janitorial service, May		52.80
SALES01465 130515		Maint shop; janitorial service, May		105.60
				<hr/>
				264.00
Check No:	29516	Check Date:	05/28/2013	
Vendor:	1875	FirstChoice		
543852		Coffee service		140.88
				<hr/>
				140.88
Check No:	29517	Check Date:	05/28/2013	
Vendor:	1876	John Gaudette		
1876-5		Gaudette; 5 year service award		75.00
				<hr/>
				75.00
Check No:	29518	Check Date:	05/28/2013	
Vendor:	2534	Goodfellow Bros., Inc.		
8		CIP 1010; construction through 5/13/13		31,983.06
8		CIP 1010; retainage		-1,599.15
				<hr/>
				30,383.91
Check No:	29519	Check Date:	05/28/2013	
Vendor:	2648	Hart's Gymnastics		
2648-5		Instructor payment; Gymnastics, 5/1-5/23/13		132.80

			Check Amount
			132.80
Check No:	29520	Check Date: 05/28/2013	
Vendor:	1658	Hertz Equipment Rental Corp.	
73310247-001		#2763; repair	116.38
			116.38
Check No:	29521	Check Date: 05/28/2013	
Vendor:	1722	Honey Bucket	
1-657546		Skate park; portable toilet, 5/5-6/4/13	204.75
1-658936		CCP; portable toilets, 5/13-6/12/13	258.00
			462.75
Check No:	29522	Check Date: 05/28/2013	
Vendor:	1342	Integra Telecom	
10886947		City hall; telephone, 5/8-6/7/13	1,226.75
10886947		Maint shop; telephone, 5/8-6/7/13	177.29
10886947		Maint shop; telephone, 5/8-6/7/13	177.29
10886947		Maint shop; telephone, 5/8-6/7/13	88.65
10886947		Aquatics; telephone, 5/8-6/7/13	90.19
			1,760.17
Check No:	29523	Check Date: 05/28/2013	
Vendor:	1475	J&K Associates	
1430		#2707; drive shaft sensor kit	139.47
			139.47
Check No:	29524	Check Date: 05/28/2013	
Vendor:	2649	John Deere Landscapes, Inc.	
64734667		CCP; irrigation controller communication card	181.05
64734667		CCP; marking flags	9.96
			191.01
Check No:	29525	Check Date: 05/28/2013	
Vendor:	0143	King County Finance	
2016974		2012 Voter registration costs	30,450.82
2017458		2013 Regional animal services; 1st estimated pm	27,784.50
			58,235.32
Check No:	29526	Check Date: 05/28/2013	
Vendor:	1131	Lincoln Equipment, Inc.	
SI211364		Aquatics; Duramax Duo, service parts	77.37
SI211425		Aquatics; surge chamber float control	529.09
SI212494		Aquatics; aqua step railing assembly, approach p	1,793.85
			2,400.31
Check No:	29527	Check Date: 05/28/2013	
Vendor:	2114	Lloyd Enterprises, Inc.	
3		Aqua Vista; construction, 2/3-5/22/13	2,786.09
3		Aqua Vista; retainage, 2/3-5/22/13	-139.30
			2,646.79
Check No:	29528	Check Date: 05/28/2013	
Vendor:	1431	Valerie Lyon	
1431-5		Tri-city meeting; refreshments	68.94
1431-5		Reimbursement; BPAC dinner; tablecloth cleanin	103.57

			Check Amount
			172.51
Check No:	29529	Check Date: 05/28/2013	
Vendor:	2621	Jaquelyn Martinsons	
2621-5		Instructor payment; Safe at Home, 5/16/13	84.00
			84.00
Check No:	29530	Check Date: 05/28/2013	
Vendor:	2550	Motorplex Pro-Tow	
70975		#3375; lube/oil service, brake fluid	291.60
			291.60
Check No:	29531	Check Date: 05/28/2013	
Vendor:	2650	Ann Mueller	
2650-5		Mueller; Planning law conference, parking	13.00
			13.00
Check No:	29532	Check Date: 05/28/2013	
Vendor:	2633	National Safety, Inc.	
0347101-IN		Safety hard hat with shield	34.50
			34.50
Check No:	29533	Check Date: 05/28/2013	
Vendor:	0305	Net Venture	
776232		Basic business hosting; 5/27-8/26/13	89.70
			89.70
Check No:	29534	Check Date: 05/28/2013	
Vendor:	1327	Ethan Newton	
1327-5		Newton; NRPS certification class, mileage	43.84
			43.84
Check No:	29535	Check Date: 05/28/2013	
Vendor:	0682	Nextel Communications	
550142028-132		Cellular service; 5/8-6/7/13	403.10
550142028-132		Cellular service; 5/8-6/7/13	33.59
550142028-132		Cellular service; 5/8-6/7/13	67.19
550142028-132		Cellular service; 5/8-6/7/13	135.41
550142028-132		Cellular service; 5/8-6/7/13	33.60
550142028-132		Cellular service; 5/8-6/7/13	272.10
591066496-052		Internet connection card; 5/21-6/20/13	20.49
591066496-052		Internet connection card; 5/21-6/20/13	61.49
591066496-052		Internet connection card; 5/21-6/20/13	49.99
			1,076.96
Check No:	29536	Check Date: 05/28/2013	
Vendor:	0704	Northwest Playground Equipment	
35468		Friendship park; s hooks	24.76
			24.76
Check No:	29537	Check Date: 05/28/2013	
Vendor:	2555	NuCO2 LLC	
37502495		Aquatics; CO2 lease	59.73
37582216		Aquatics; CO2 for pH control	65.32
			125.05
Check No:	29538	Check Date: 05/28/2013	

Vendor:	0004	Office Depot	
1576870441		Aquatics; desk trays	9.25
656847651001		Office supplies	212.81
656847781001		Aquatics; scissors	50.59
			<hr/>
			272.65
Check No:	29539	Check Date:	05/28/2013
Vendor:	1432	Pacific Topsoils, Inc.	
8150		CCP; dump brush disposal fees	109.00
8151		CCP; dump brush disposal fees	109.00
			<hr/>
			218.00
Check No:	29540	Check Date:	05/28/2013
Vendor:	1452	Palmer Coking Coal Company	
IN030643		Crushed gravel	59.19
			<hr/>
			59.19
Check No:	29541	Check Date:	05/28/2013
Vendor:	1407	Parametrix, Inc.	
14-79956		Soos Creek Lift Station 46; review services, 3/31	2,141.40
14-79956		Plan review services, 3/31-4/27/13	2,547.66
			<hr/>
			4,689.06
Check No:	29542	Check Date:	05/28/2013
Vendor:	0632	Wayne Snoey	
0632-5		Snoey; Transportation event, mileage, parking	61.08
			<hr/>
			61.08
Check No:	29543	Check Date:	05/28/2013
Vendor:	0281	Standard Insurance Company	
006355510001-5		Life Insurance Premiums, June	94.59
006355510001-5		Life Insurance Premiums, June	100.83
006355510001-5		Life Insurance Premiums, June	85.55
006355510001-5		Life Insurance Premiums, June	170.68
006355510001-5		Life Insurance Premiums, June	164.72
006355510001-5		Life Insurance Premiums, June	464.34
006355510001-5		Life Insurance Premiums, June	304.96
006355510001-5		Life Insurance Premiums, June	589.55
006355510001-5		Life Insurance Premiums, June	182.94
006355510001-5		Life Insurance Premiums, June	93.44
006355510001-5		Life Insurance Premiums, June	7.91
006355510001-5		Life Insurance Premiums, June	569.28
006355510001-5		Life Insurance Premiums, June	355.08
			<hr/>
			3,183.87
Check No:	29544	Check Date:	05/28/2013
Vendor:	2651	Tree Climbing Planet	
2651-5		Allen; Tree climbing course, registration	95.00
2651-5		Allen; Tree climbing course, registration	190.00
2651-5		Allen; Tree climbing course, registration	190.00
			<hr/>
			475.00
Check No:	29545	Check Date:	05/28/2013
Vendor:	2103	US Bancorp Equip Finance Inc.	
226926095		Reception copier lease	93.40
228678769		Workroom copier lease	639.10

			Check Amount
			732.50
Check No:	29546	Check Date: 05/28/2013	
Vendor:	0357	Valley Communications	
14048		800 MHz access fee; May	75.00
			75.00
Check No:	29547	Check Date: 05/28/2013	
Vendor:	0819	Don Vondran	
0819-5		Vondran; APWA institute, mileage	24.44
0819-5		Vondran; APWA institute, mileage	16.29
			40.73
Check No:	29548	Check Date: 05/28/2013	
Vendor:	2254	Washington Department of Revenue	
1712-2013-Qtr1		Business license, credit card fees, 1st Qtr	271.43
			271.43
Check No:	29549	Check Date: 05/28/2013	
Vendor:	1408	Washington Workwear Stores Inc.	
10219		Police volunteers; hats	175.93
1038		Police volunteers; vests	35.84
1052		Maint shop; hard hat sweatbands	0.78
1052		Maint shop; hard hat sweatbands	1.56
1052		Maint shop; hard hat sweatbands	1.56
1071		Gaudette; work pants	16.29
1071		Gaudette; work pants	32.57
1071		Gaudette; work pants	32.57
1072		Maint shop; safety glasses	6.25
1072		Maint shop; safety glasses	3.12
1072		Maint shop; safety glasses	6.25
8228C		Credit; Dalton, work boots	-49.95
8228C		Credit; Dalton, work boots	-99.91
8228C		Credit; Dalton, work boots	-99.91
			62.95
Check No:	29550	Check Date: 05/28/2013	
Vendor:	2652	Wells Fargo Financial Leasing	
5000095382		Plotter lease; 5/10-6/9/13	228.97
5000095382		Plotter lease; one time documentation fee	75.00
			303.97
Check No:	29551	Check Date: 05/28/2013	
Vendor:	1894	Diana Ziolkowski	
1894-5		Facility monitor, 5/13	30.00
1894-5-1		Facility maintenance, 5/13	12.00
			42.00
Date Totals:			211,721.50
Report Total:			211,721.50

June 4, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 29552 Through Check # 29553

In the Amount of \$55,106.41

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail By Check Date

User: scles
Printed: 6/4/2013 - 10:46 AM



			Check Amount
Check No:	29552	Check Date: 06/04/2013	
Vendor:	2614	Legacy Group	
2614-6		City hall carpet; retainage payable	2,709.37
			<hr/> 2,709.37
Check No:	29553	Check Date: 06/04/2013	
Vendor:	2504	Stalzer and Associates	
3726		Hawk Property Subarea Plan/EIS; 3/1-3/31/13	52,397.04
			<hr/> 52,397.04
Date Totals:			<hr/> 55,106.41
Report Total:			<hr/> <hr/> 55,106.41

June 7, 2013

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 06/07/13 consisting of:

PAYLOCITY CHECK # 1001306023 through PAYLOCITY CHECK # 1001306040 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$153,678.28

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: _____

06/07/13 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
105087	Regular	6/7/2013	Bates, Krista	99.73
105088	Regular	6/7/2013	Kirshenbaum, Kathleen	540.96
105089	Regular	6/7/2013	Lyon, Valerie	1,441.43
105090	Regular	6/7/2013	Matheson, Derek M	4,625.04
105091	Regular	6/7/2013	Mhoon, Darren S	1,388.97
105092	Regular	6/7/2013	Michaud, Joan M	1,859.54
105093	Regular	6/7/2013	Scott, Sharon G	2,465.06
105094	Regular	6/7/2013	Slate, Karla J	2,456.13
105095	Regular	6/7/2013	Hart, Richard	3,529.69
105096	Regular	6/7/2013	Mueller, Ann M	1,280.88
105097	Regular	6/7/2013	Cles, Staci M	1,766.42
105098	Regular	6/7/2013	Hagen, Lindsay K	1,425.43
105099	Regular	6/7/2013	Hendrickson, Robert	3,647.90
105100	Regular	6/7/2013	Parker, Cassandra	2,406.20
105101	Regular	6/7/2013	Allen, Joshua C	1,827.04
105102	Regular	6/7/2013	Dalton, Jesse J	1,711.07
105103	Regular	6/7/2013	Devere, Kyle A	457.51
105104	Regular	6/7/2013	Fealy, William J	1,882.48
105105	Regular	6/7/2013	Gallagher, Michael J	981.43
105106	Regular	6/7/2013	Gaudette, John J	1,976.44
105107	Regular	6/7/2013	Junkin, Ross D	2,773.93
105108	Regular	6/7/2013	Wesley, Daniel A	2,091.14
105109	Regular	6/7/2013	Bykonen, Brian D	2,964.00
105110	Regular	6/7/2013	Christenson, Gregg R	2,703.01
105111	Regular	6/7/2013	Lyons, Salina K	2,104.44
105112	Regular	6/7/2013	Meyers, Robert L	3,194.82
105113	Regular	6/7/2013	Ogren, Nelson W	2,650.65
105114	Regular	6/7/2013	Thompson, Kelly	2,030.81
105115	Regular	6/7/2013	Morrissey, Mayson	2,683.49
105116	Regular	6/7/2013	Bahl, Rachel A	1,631.35
105117	Regular	6/7/2013	MacConaghy, Hailey	1,456.80
105118	Regular	6/7/2013	Martinsons, Jaquelyn	256.75
105119	Regular	6/7/2013	Newton, Ethan A	2,135.72
105120	Regular	6/7/2013	Patterson, Clifford	2,418.70
105121	Regular	6/7/2013	Thomas, Scott R	3,422.10
105122	Regular	6/7/2013	Akramoff, Glenn A	3,562.09
105123	Regular	6/7/2013	Bates, Shellie L	1,931.74
105124	Regular	6/7/2013	Buck, Shawn M	1,554.35
105125	Regular	6/7/2013	French, Fred	858.09
105126	Regular	6/7/2013	Parrish, Benjamin A	1,785.70
105127	Regular	6/7/2013	Vondran, Donald M	3,460.53
105128	Regular	6/7/2013	Andrews, Kaitlyn E	62.05
105129	Regular	6/7/2013	Archuleta, Alexander A	297.45
105130	Regular	6/7/2013	Blakely, Coleman P.	107.18
105131	Regular	6/7/2013	Campbell, Noel M	156.71
105132	Regular	6/7/2013	Carter, Megan L	213.72
105133	Regular	6/7/2013	Cox, Cory R	155.64
105134	Regular	6/7/2013	Cox, Melissa	702.80
105135	Regular	6/7/2013	Cranstoun, Alexander M	65.94
105136	Regular	6/7/2013	Felcyn, Adam	240.03

105137 Regular	6/7/2013	Foxworthy, Rebecca	79.59
105138 Regular	6/7/2013	Hanger, Austin R.	21.98
105139 Regular	6/7/2013	Houghton, Cassandra L	100.70
105140 Regular	6/7/2013	Kim, Tabitha J	82.98
105141 Regular	6/7/2013	Kiselyov, Tatyana	401.46
105142 Regular	6/7/2013	Lanz, Avalon A.	27.47
105143 Regular	6/7/2013	Loeppky, Janna	185.25
105144 Regular	6/7/2013	Mooney, Lynell	178.19
105145 Regular	6/7/2013	Praggastis, Alexander	392.99
105146 Regular	6/7/2013	Reese, Rachel E	266.84
105147 Regular	6/7/2013	Tomalik, Stefan A	154.22
105148 Regular	6/7/2013	Tran, Jenifer	71.19
105149 Regular	6/7/2013	von Michalofski, Kayla M	228.10
105150 Regular	6/7/2013	Wardrip, Spencer A	310.49
105151 Regular	6/7/2013	Williams, Lauren C	61.53
105152 Regular	6/7/2013	Beaufriere, Noreen	2,733.78
105153 Regular	6/7/2013	Throm, Victoria J	1,922.53
1001306023 Regular	6/7/2013	Newell, Nancy J	77.57
1001306024 Regular	6/7/2013	Cruckshank, Michael S	937.88
1001306025 Regular	6/7/2013	Terwillegar, Jeremy A	964.74
1001306026 Regular	6/7/2013	Bell, Colin Q	96.54
1001306027 Regular	6/7/2013	Bowen, Joshua W	145.60
1001306028 Regular	6/7/2013	Carkeek, Lena	637.62
1001306029 Regular	6/7/2013	Greene, Lyndsey B	17.09
1001306030 Regular	6/7/2013	Jensen, Rachel	375.60
1001306031 Regular	6/7/2013	Johansen, Andrea	431.61
1001306032 Regular	6/7/2013	Mayes, Annika L	8.25
1001306033 Regular	6/7/2013	Niesner, Austin C	46.71
1001306034 Regular	6/7/2013	Panzer, Erika	254.08
1001306035 Regular	6/7/2013	Praggastis, Elena C	235.08
1001306036 Regular	6/7/2013	Reynolds, Shannon J.	52.21
1001306037 Regular	6/7/2013	Rinck, Tyler P	43.95
1001306038 Regular	6/7/2013	Vieira, Logan G	148.63
1001306039 Regular	6/7/2013	Wunschel, Ethan G.	186.16

Totals for Payroll Checks 84 Items 99,319.69

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
105154	AGENCY	6/7/2013	ICMA Retirement Trust	15,775.99
105155	AGENCY	6/7/2013	Vantagepoint Transfer Agent-	379.42
105156	AGENCY	6/7/2013	City of Covington	2,868.29
105157	AGENCY	6/7/2013	Paylocity Corporation	125.00
105158	AGENCY	6/7/2013	City of Covington Employee	80.00
105159	AGENCY	6/7/2013	ICMA Retirement Trust	13,293.50
105160	AGENCY	6/7/2013	ICMA Retirement Trust	1,642.79
105161	AGENCY	6/7/2013	ICMA Retirement Trust	192.00
105162	AGENCY	6/7/2013	HRA VEBA Trust	1,147.00
1001306040	AGENCY	6/7/2013	WASH CHILD SUPPORT	110.41
Totals for Third Party		10 Items		35,614.40

Tax Liabilities 18,541.23
Paylocity Fees 202.96

Grand Total \$ 153,678.28

Consent Agenda Item C-3

Covington City Council Meeting

Date: June 11, 2013

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH COMMERCIAL FENCE CORPORATION FOR FENCING AT COVINGTON COMMUNITY PARK.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Bid Proposal Spreadsheet
2. Agreement for Services for Fence Installation at Covington Community Park

PREPARED BY: Don Vondran, Interim Public Works Director

EXPLANATION:

Covington Community Park is now open and as construction is complete concerns have been raised by the Parks and Recreation Commission, city staff, and city council regarding limiting access to the park to prevent vandalism. While no fence can fully protect the park from damage, efforts can be made to minimize the risk.

Staff has evaluated options for fencing types and locations and recommends the following:

- Split rail fencing would be adequate and the best financial option for the right-of-way perimeter on SE 240th Street and 180th Avenue SE.
- A gate at the south east corner of the property, at the old home location, would help maintenance access and should be four foot high black vinyl chain link.
- The perimeter of the two retention ponds should be fenced to limit access to areas of water and should four foot high black vinyl chain link with gates for maintenance access.

The Public Works Department solicited bids from all the fence contractors identified on the Municipal Research and Services Center (MRSC) Small Works Roster. Seven companies provided bids for the service. The lowest bid (Commercial Fence Corporation) is listed below.

Commercial Fence Corporation

Item No.	Description	Bid Quantity	Unit	Unit Rate	Total Amount
1	4' high, black vinyl coated #9 gauge chain link fencing including (2) 18' wide x 4' high double access gates.	1,140'	L.F.	14.08	16,051.20
2	3' high, (2) rail split rail cedar fence including (1) 20' wide x 4' high #9 gauge black vinyl coated chain link double access gate.	1,842'	L.F.	6.04	11,125.68
Subtotal					27,176.88
Sales Tax (8.6%)					2,337.21
Grand Total (including taxes)					29,514.09

Staff requests the City Council to award the Fence Installation Agreement to the lowest, most qualified bidder, Commercial Fence Corporation, in an amount not to exceed \$30,000 to install fencing at Covington Community Park as outlined in the agreement.

ALTERNATIVES:

Reject all bids and re-advertise the project for competitive bids later.
Provide no fencing at the park.

FISCAL IMPACT:

The fencing costs will be funded by the monies that were designated from the Cumulative Reserve Fund to be used as contingency for the Covington Community Park project. The original amount set aside was \$100,000, of which no funds have been expended to date.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute an Agreement for Services with Commercial Fence Corporation for the installation of fencing at Covington Community Park.

REVIEWED BY: City Manager, City Attorney, Finance Director

City of Covington
Covington Community Park Fence Installation
Bids Due: 5:00 PM - May 28, 2013

ATTACHMENT 1

	Company Name	Signed Bid Proposal	References	Item 1 Chain Link w/o Sales Tax	Item 2 Split Rail w/o Sales Tax	Subtotal	Sales Tax 8.6%	Grand Total Bid Amount Including Sales Tax
1	All Around Fence Company	X	X	\$18,525.00	\$11,860.00	\$30,385.00	\$2,613.11	\$32,998.11
2	B R Fencing Inc.	X	X	\$16,917.60	\$16,700.00	\$33,617.60	\$2,891.11	\$36,508.71
3	C & P Fencing		X	\$22,344.00	\$14,920.20	\$37,264.20	\$3,204.72	\$40,468.92
4	Commercial Fence Corporation	X	X	\$16,051.20	\$11,125.68	\$27,176.88	\$2,337.21	\$29,514.09
5	L & M Enterprises and Fencing	X	X	\$13,680.00	\$16,578.00	\$30,258.00	\$2,602.19	\$32,860.19
6	Olympic Fence Company	X	X	\$18,183.00	\$12,894.00	\$31,077.00	\$2,672.62	\$33,749.62
7	Quality Fence Builders	X	X	\$28,500.00	\$15,196.50	\$43,696.50	\$3,757.90	\$47,454.40

CITY OF COVINGTON
AGREEMENT FOR SERVICES

ATTACHMENT 2

Between: City of Covington and Commercial Fence Corporation
Project: Covington Community Park Fence Installation
Commencing: June __, 2013
Terminating: July __, 2013
Amount: Not to exceed \$30,000

THIS AGREEMENT FOR SERVICES is entered into this ____ day of June, 2013, by and between the City of Covington ("City"), a Washington municipal corporation, and Commercial Fence Corporation ("Contractor"), a corporation.

RECITALS:

- A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform fence installation at Covington Community Park on behalf of the citizens of Covington; and
- B. The Contractor has the requisite skill and experience necessary to provide said services; and
- C. The City has selected the Contractor to perform said services; and
- D. The purpose of this Agreement is to establish the terms and conditions under which the Contractor will perform said services.

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

- 1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Contractor and the Contractor does hereby agree to perform on behalf of the City the services more particularly described herein.
- 2. Scope of Services. Upon written authorization from the City to proceed, the Contractor shall perform the services described on Exhibit "A," attached hereto and incorporated herein by this reference ("Services"), in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Contractor shall comply with all federal, state and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. To the extent required by law, the Contractor and all subcontractors shall pay no less than the prevailing wage rate to employees performing work under this contract and shall submit a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" in compliance with RCW 39.12.
- 3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services,

but in any event no later than July __, 2013 ("Term"), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed \$30,000.

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

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

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

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

6. Ownership and Use of Documents. Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Contractor shall be delivered to the City. No confidential information obtained or created by Contractor shall be disclosed to any person or party other than the City without the City's prior written consent.

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

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

other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

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

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

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

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

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

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

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

years from the date this Agreement is actually terminated or upon project completion and acceptance by the City. The Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

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

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

11. Termination.

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

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

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

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

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

14. Conflict of Interest. The Contractor represents to the City that it has no conflict of interest in performing any of the services described herein. It is recognized that the Contractor may or will be performing services during the Term for other parties; provided, however that such performance of other services shall not conflict with or interfere with the Contractor's ability to perform the Services. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the City. The Contractor agrees to resolve any actual conflicts of interest in favor of the City.

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

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

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

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

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

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

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

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

22.1 if to the Contractor, to:

Commercial Fence Corporation
6000A West Marginal Way SW
Seattle, WA 98106

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

22.2 if to the City, to:

Ross Junkin, Maintenance Supervisor
City of Covington
16720 SE 271st Street, Suite100
Covington, WA 98042

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

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

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

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

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

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

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

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

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

Consent Agenda Item C-4

Covington City Council Meeting

Date: June 11, 2013

SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT FOR SUBSURFACE TUNNEL EASEMENT FOR SOOS CREEK WATER AND SEWER DISTRICT ON CITY-OWNED PARCEL NO 352205-9221.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Agreement for subsurface tunnel easement
2. Easement Letter from SCWSD, dated May 30, 2013
3. Map showing location of property

PREPARED BY: Salina Lyons, Principal Planner
Nelson Ogren, Development Review Engineer

EXPLANATION:

The City of Covington owns property at the southeast corner of Covington Way SE and SE 272nd St (corner of Airstream site), Parcel No 352205-9221. The property is approximately 2,669 sq ft and contains various utility cabinets and a traffic signal for Covington Way SE. Soos Creek Water and Sewer District (SCWSD) is requesting a 612 sq. ft. easement for this property to construct a portion of their sanitary sewer line and associated improvements to service Lift Station 46. Lift Station 46 will be located at the corner of 156th Pl SE and SE 272nd St (Calhoun Pit) and will serve the city's downtown commercial core.

In staff's discussion with SCWSD regarding this easement request, we discussed the option for the city to grant this easement to SCWSD and at the same time the District would grant an easement to the city for a portion of their property at the Calhoun Pit for a city monument sign. SCWSD agreed, but cannot grant an easement until their purchase and sale agreement with King County for a portion of the Calhoun Pit is finalized the summer of 2013. SCWSD's provided a letter, dated May 30, 2013, outlining the intent to provide the easement. Based on SCWSD's intent to provide an easement to the city on the Calhoun Pit site, the city is recommending the city council authorize the city manager to sign the subsurface tunnel easement.

ALTERNATIVES: None. This is a legally recorded document.

FISCAL IMPACT: No direct impact. SCWSD will pay the city \$359.00, determined value, for the easement.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to sign an agreement for subsurface tunnel easement for Soos Creek Water and Sewer District on city-owned Parcel No. 352205-9221.

REVIEWED BY: Community Development Director, Interim Public Works Director, Finance Director, City Attorney, City Manager

Filed for Record at
the request of
SOOS CREEK WATER
AND SEWER DISTRICT
P.O. Box 58039
14616 S.E. 192nd Street
Renton, WA 98058

Easement No.: 35-22-5-S1042A

Project: Lift Station No. 46
Covington Way/SR 516/SR18 Trenchless Crossing
Contract 3-2011S

Tax Parcel ID#: 352205-9221

Abbrev. Legal A portion of the NE ¼, NE ¼, Section 35, Township 22 North,
Range 5 East, W.M. in King County, Washington.

Grantor(s): City of Covington
16720 SE 271st St, STE. #100
Covington, WA 98042

Grantee: SOOS CREEK WATER AND SEWER DISTRICT

AGREEMENT FOR SUBSURFACE TUNNEL EASEMENT

THIS AGREEMENT, made this _____ day of _____,
2013, by and between **SOOS CREEK WATER AND SEWER DISTRICT**, a municipal
corporation of King County, Washington, hereinafter termed the "District", and **CITY
OF COVINGTON**, a municipal corporation of the State of Washington, hereinafter
termed "Grantor",

WHEREAS, Grantor is the owner of land at approximately at SE 272nd St and
Covington Way SE, Covington, WA, legally described as follows:

That portion of the Northeast quarter of the Northeast quarter of Section 35, Township 22 North, Range 5 East, W.M., in King County, Washington, and described as follows:

Commencing at the Northeast corner of said Section 35;
Thence South 01°09'40" West, along the East line of said section, a distance of 50.01 feet;
Thence North 89°55'55" West, parallel with the North line of said section, a distance of 445.73 feet to the True Point of Beginning;
Thence South 45°32'08" West 106.00 feet;
Thence North 00°11'19" East 49.39 feet to a point of curve to the right, having a radius of 25.00 feet;
Thence along said curve through a central angle of 89°52'46", and arc distance of 39.22 feet to a point which bears North 89°55'55" West from the Point of Beginning;
Thence South 89°55'55" East 50.46 feet to the Point of Beginning.

WHEREAS, the District requires an easement for a Sanitary Sewer line, other utilities, and appurtenances across Grantor's property at a location more specifically described herein below; and

WHEREAS, Grantor has title to said real property and is authorized to grant and convey this easement to the District.

NOW, THEREFORE, in consideration of Three Hundred Fifty Nine Dollars and Zero Cents (\$359.00), and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the performance by the District of the covenants, terms and conditions hereinafter set forth, Grantor hereby grants, conveys and quitclaims to the District the following easement:

That portion of the above-described real property further described as follows:

A 10-foot wide strip of land lying 5 feet on each side of the following described centerline:

Commencing at the Southwest corner of said described property;
Thence North 45°32'09" East 15.28 feet, along the South line of said property to the True Point of Beginning;
Thence North 03°38'55" East 61.49 feet, more or less, to the South margin of SE 272nd Street and the terminus of said centerline.

The exterior margins of this easement are to be extended or shortened to maintain continuous described width and terminate at parcel boundaries.

(CONTAINS APPROX 612 SQUARE FEET).

1. DISTRICT'S USE OF PROPERTY. Said easement is for the purpose of installing, constructing, operating, inspecting, maintaining, removing, repairing, replacing and using gravity and pressure sanitary sewer mains, manholes and other utilities, along with all appurtenances thereto, together with the nonexclusive right of ingress to and egress from said portion of Grantor's property for the foregoing purposes.

2. USE OF PROPERTY BY GRANTOR. Grantor shall retain the right to use the surface of the easement if such use does not interfere with installation, access or maintenance of the District's manholes or other appurtenances or facilities that are located at the surface of the property. Grantor may erect buildings, structures and other improvements of a permanent nature; may install any other improvements including trees, large shrubbery, or fences; may install storm water treatment or detention ponds, vaults, treatment or conveyance facilities. The Grantor may alter and change surface grades, except when the changes in surface grades would impact the District's operation, maintenance, repair or replacement of the facilities. The Grantor may install dry and wet utilities within the easement area, except when the installation of said utilities would be in physical conflict with the District's facilities. The Grantor may not install footings, pilings or casings within the easement area. The Grantor agrees to submit design plans for dry and wet utilities, permanent structures and buildings that will be constructed on the surface above the easement area for review, comment and approval by the District. The District agrees not to unreasonably withhold approval for buildings or permanent structures above the easement area. No work on within the surface area above this easement will proceed until written approval for said work is received from the District. Approval by the District will not be evidence of adequacy or sufficiency of the Grantor's plans and designs nor whether Grantor's construction, work or activity is in conformance with other applicable plans, codes, and regulations.

3. RESTORATION AFTER ORIGINAL CONSTRUCTION. For original construction, Grantor's property will be restored to a condition as good as or better than it was prior to the entry by the District. Where possible, photographs will be taken prior to construction to assure the completeness of restoration. Buildings that exist above the subsurface easement will be examined jointly by the Grantor and District, and its condition documented to establish a preconstruction baseline. Final

restoration shall include, as appropriate, sod replacement in existing lawns, hydro-seeding in unimproved areas, and replanting or replacement of existing shrubs and bushes; fences, rockeries, and concrete, asphalt and/or gravel driveways and repairs to buildings and permanent structures. Large trees that exist within the easement area may be permanently removed during original construction unless otherwise noted in this easement document.

4. RESTORATION AFTER MAINTENANCE. If Grantor's property is disturbed by the maintenance, removal, repair, or replacement of the facilities, the District shall restore the easement area to a condition as good as or better than it was prior to entry for such purpose by the District.

5. ATTORNEY'S FEES. In case suit or action is commenced by either party, or their successors and/or assigns, to enforce any rights under this easement, or regarding an encroachment on the easement, in addition to costs provided by statute, the substantially prevailing party shall be entitled to an award of attorney's fees in such sum as the Court may adjudge just and reasonable.

6. EASEMENT TO BIND SUCCESSORS. This easement is permanent and shall terminate only upon agreement of the parties hereto, their successors and/or assigns. This easement, during its existence, shall be a covenant running with the land and shall be binding on the successors, heirs and assigns of the parties hereto.

7. EXEMPTION FROM EXCISE TAX. The District is a municipal corporation with powers of eminent domain. This easement is granted for a public purpose. The District shall hold Grantor harmless from the imposition or payment of any excise tax based upon the conveyance of this easement.

8. INDEMNIFICATION AND HOLD HARMLESS. The District will indemnify, defend and hold harmless Grantor, and its successors and assigns, from claims for injury to person or property as a result of the negligence of Grantee, its agents and employees in the construction, operation or maintenance of the Facilities.

IN WITNESS WHEREOF, I/we have set my/our hand(s) and seal(s) this _____ day of _____, 2013.

CITY OF COVINGTON

A municipal corporation of the State of Washington

President

Secretary

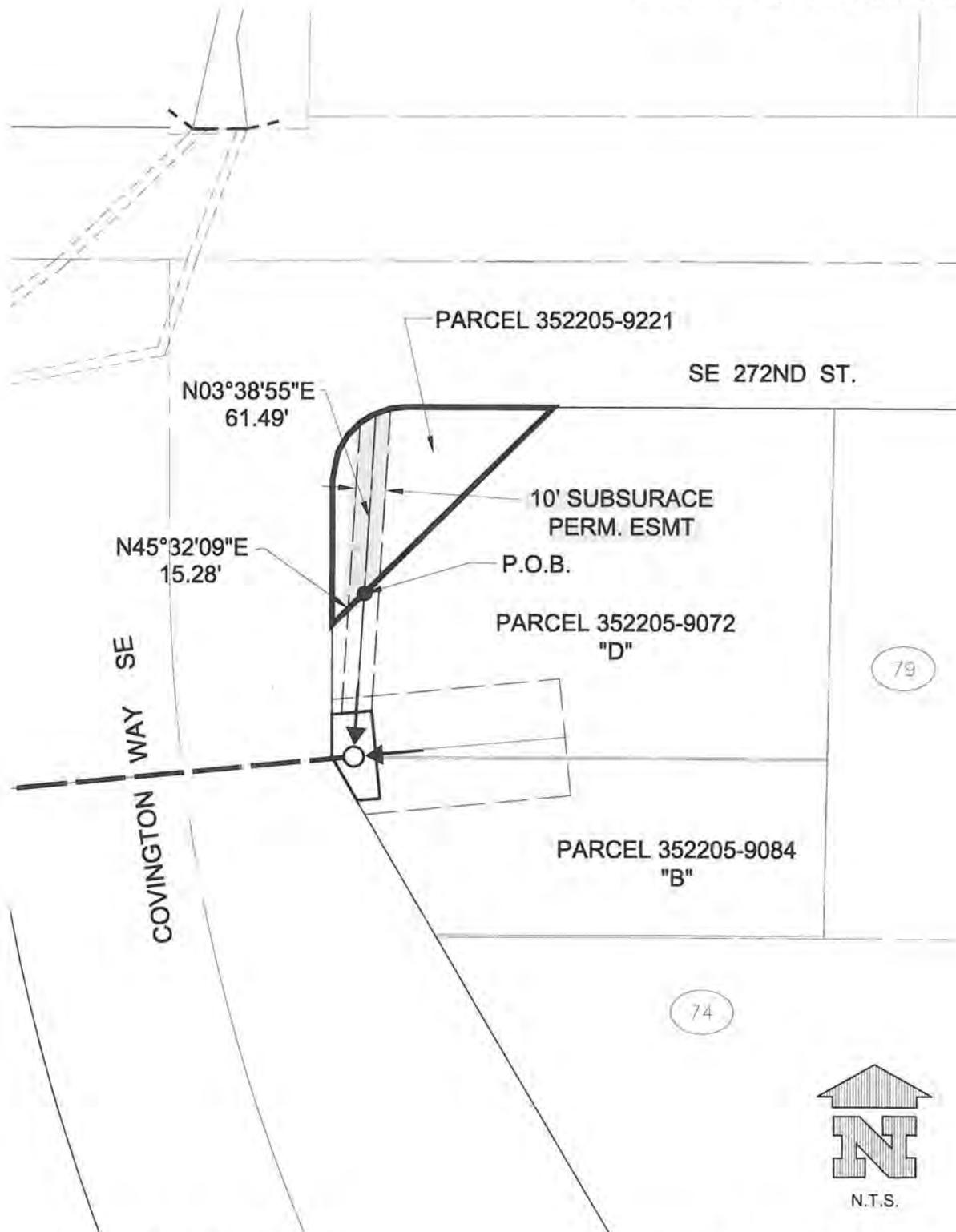
STATE OF WASHINGTON)

COUNTY OF KING) ss.

On this _____ day of _____, 2013, before me personally appeared _____ (and) _____, to me known to be the President and Secretary, respectively, of **CITY OF COVINGTON**, a municipal corporation of the State of Washington, the Corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

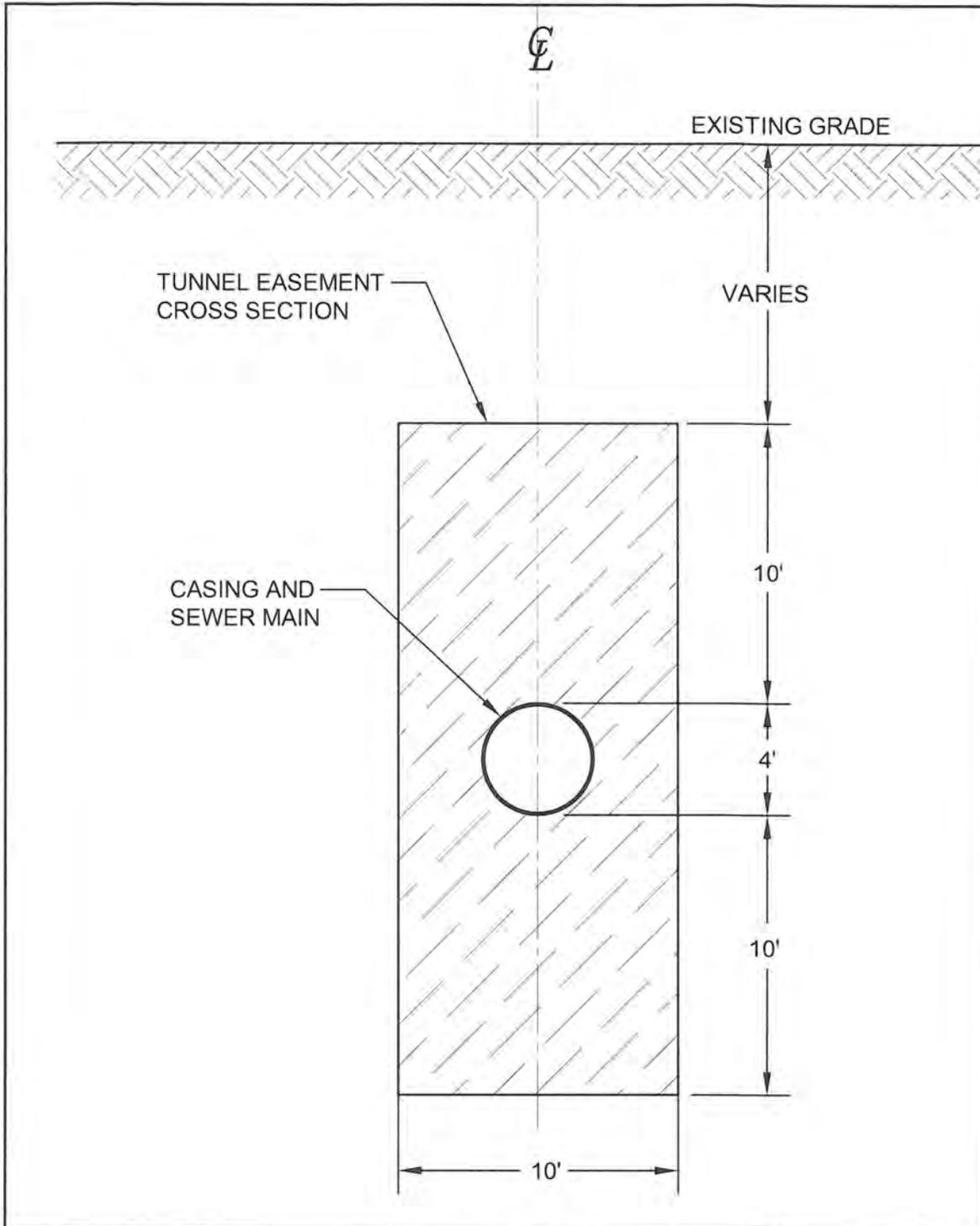
WITNESS my hand and official seal hereto affixed the day and year above written.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My commission expires: _____



LS # 46 - PARCEL NO. 352205-9221

EASEMENT NO. 35-22-5-S1042A



ROTHHILL

Roth Hill, LLC
 11130 NE 33rd Place,
 Suite 200
 Bellevue, WA 98004
 Tel. 425.869.9448

**SUBSURFACE
 EASEMENT EXHIBIT**

PLOTTING DATE 11-19-12	DRAWN TVW	CHECKED	APPROVED	DISTRICT
PLOTTING SCALE N.T.S.	FILE NAME	DATE APPROVED		DWG. NO.



DWG. NO.

May 30, 2013

City Council
 Management Team
 Commissioners
 Other Derek/Sharon/Richard
 Salina/Don/Glenn/Sara

Mr. Derek Matheson, City Manager
 CITY OF COVINGTON
 16720 SE 271st Street, Suite 100
 Covington, WA 98042

RECEIVED
 City of Covington

MAY 31 2013

Executive Office

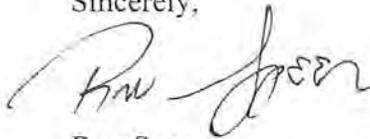
RE: Lift Station No. 46 – King County Calhoun Pit Site

Dear Mr. Matheson,

Per your request, the District has agreed to allow the City to install a sign on the future Lift Station No. 46 site located on the King County Calhoun Pit site. While the City does not currently have a plan, the District is willing to discuss what mechanism and space is needed to allow the City to install a gateway sign at some time in the future. Any agreement, sign design, and placement shall be agreed upon in advance of any installation on the site. The District's facility is being designed to allow such sign installation in the future. It is expected the District's purchase of the site will be complete summer 2013.

Thank you for your continued efforts to help us keep the District's Lift Station No. 46 and Conveyance Project moving forward. This project will serve the City's growth well into the future. Should you have any questions, please feel free to contact me at (253) 630-9900.

Sincerely,



Ron Speer
 District Manager

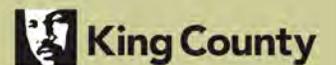
cc: Mike Hanis, Hanis Irvine Prothero, PLLC
 Gregory G. Hill, PE, Roth Hill, LLC
 Pam Cobley, Roth Hill, LLC



(C) 2008 King County

0 41ft

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County 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. King County 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 King County.



Consent Agenda Item C-5

Covington City Council Meeting

Date: June 11, 2013

SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN A RELEASE OF STORMWATER EASEMENT AGREEMENT FOR A STORMWATER FACILITY THAT WAS SURPLUSED UNDER RESOLUTION NO. 12-08.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Release of Stormwater Drainage Easement

PREPARED BY: Salina Lyons, Principal Planner
Nelson Ogren, Development Review Engineer

EXPLANATION:

On June 12, 2012 the City Council authorized the surplus of a city stormwater facility tract (Parcel No. 3780400130) to Michael Crowson of Covington Investment II, LLC for the purpose of aggregating land for the Red Canoe Credit Union commercial development at the SW corner of SE Wax Road and SE 270th St. The stormwater facility was platted as part of the June Estate residential development. Upon construction of SE 270th St. with the WalMart development, the stormwater from the June Estate development was redirected to a new stormwater facility along SE 270th St. The June Estates' stormwater facility was subsequently abandoned; however, the easement associated with the stormwater facility, across private property (Parcel No 3780400010), was not legally released at the time the system was redirected.

Red Canoe has requested that the city release the public stormwater easement across the private property in order to clear the title and move forward with their application for commercial development. The Public Works department has reviewed this request and has determined that the easement is not necessary for any current or future stormwater systems and should be released.

ALTERNATIVES: None. This is a legally recorded document.

FISCAL IMPACT: No direct impact. The city no longer owns the stormwater facility that the easement is connected to, nor does the city need the easement for stormwater purposes. This is a formality in clearing the title on Parcel No 3780400010.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to sign a release of stormwater easement associated with a stormwater facility that was surplused under Resolution No. 12-08.

REVIEWED BY: Community Development Director, Interim Public Works Director, Finance Director, City Attorney, City Manager

AFTER RECORDING RETURN TO:

Richard Baroway
Tomasi Salyer Baroway PC
121 SW Morrison Street, Suite 1850
Portland, OR 97204

RELEASE OF STORM WATER DRAINAGE EASEMENT

THIS RELEASE OF STORM WATER DRAINAGE EASEMENT ("Release") is executed this ___ day of May, 2013, by the **CITY OF COVINGTON, WASHINGTON**, a municipal corporation organized and existing under the laws of the State of Washington ("**City**").

RECITALS:

WHEREAS, Red Canoe Credit Union ("RCCU") developed certain real property within Lot 2, King County Short Plat No. L95002, AFN 9712119008 (the "Subject Property"); and

WHEREAS, the Subject Property contains a 10-foot wide storm water drainage easement (the "Easement") as identified within the hash-marked area of the survey detail attached hereto as Exhibit A and incorporated herein by reference (the "Easement Area");

WHEREAS, the Easement runs to the benefit of the City, but is no longer needed for its intended purpose; and

WHEREAS, RCCU has requested that the City release the Easement in conjunction with Owner's development of the Subject Property and the City has agreed to release its interest as set forth below.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City agrees as follow:

1. **Recitals.** All of the foregoing recitals are true and correct and expressly incorporated herein by this reference.

2. **Release of Easement.** The City hereby releases, terminates, vacates, and quitclaims any and all right, title and interest in and to the Easement Area and the Easement.

3. **Recording.** Upon execution, this Release shall be recorded in the Public Records of King County, Washington. This Release is binding upon the owner of the property underlying the Easement Area, its successors and assigns, and runs with the property underlying the Easement Area.

IN WITNESS WHEREOF, this Release has been executed by the City on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

"CITY"

CITY OF COVINGTON

By _____

ATTEST:

By _____
CITY CLERK/TREASURER

APPROVED AS TO FORM:

SARA SPRINGER, CITY ATTORNEY

Agenda Item 1

Covington City Council Meeting

Date: June 11, 2013

SUBJECT: RECEIVE PUBLIC TESTIMONY ON THE PROPOSED SIX-YEAR 2014 – 2019 TRANSPORTATION IMPROVEMENT PROGRAM (TIP).

RECOMMENDED BY: Don Vondran, Interim Public Works Director

ATTACHMENT(S):

1. 2014 – 2019 TIP Summary Spreadsheet
2. 2014 – 2019 TIP Map
3. 2014 – 2019 TIP Project Descriptions

PREPARED BY: Don Vondran, Interim Public Works Director

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 improvement program. The projects contained in the proposed City of Covington Six-Year TIP 2014 – 2019 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 May 24, 2013.

On May 14, 2013, a draft 2014 – 2019 TIP was presented to the council. There was discussion during that meeting to add the Town Center Economic Impact & Infrastructure Cost Study to the TIP. The TIP has been updated to reflect that change (see attachments for details).

ALTERNATIVES:

Direct Staff to modify the draft 2014 – 2019 Six-Year TIP.

FISCAL IMPACT:

The fiscal impact of each proposed project is indicated in the draft Six-Year TIP 2014 – 2019. 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, appropriations and traffic impact fees.

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

HOLD PUBLIC HEARING. PROVIDE INPUT TO STAFF.

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON										
2014 to 2019 Transportation Improvement Program										
Summary										
Priority	City CIP #, Project Name, Termini, Major Class of Work	Phase	Funded	Expenditure Schedule in Thousands						
				Total Funds	2014	2015	2016	2017	2018	2019
1	1127, SE 272nd Street (SR 516) Jenkins Creek to 185th Place SE Widen to 5 lanes & reconstruct, Sidewalks, New stream crossing	Dgn	XX	0						
		R-o-W	XX	1,194						
		Const		11,785						
		Total Cost		12,979	1,194	11,785	0	0	0	0
2	1028, SE 240th Street, 196th Ave SE and SE Wax Road SE 240th ('180th - 196th), 196th (240th - Wax) & SE Wax (193rd - 196th) Overlay existing roadways	Dgn	XX	70						
		R-o-W	N/A							
		Const	XX	403						
		Total Cost		473						
3	1029, Citywide Intersection Safety Project 10 intersections throughout the city (see description for details) Various signing, striping and channelization improvements	Dgn	XX	31						
		R-o-W	N/A							
		Const	XX	219						
		Total Cost		250	219					
4	1057, 156th Avenue SE Vicinity SE 272nd Street to Vicinity SE 261st Place Pavement Rehabilitation	Dgn	XX	40						
		R-o-W		0						
		Const	XX	340						
		Total Cost		380	0	0	0	0	0	
5	1014, Jenkins Creek Park SE 267th Place to SE 268th Street Non Motorized Multi-use trail and bridge replacement	Dgn		78						
		R-o-W		10						
		Const		466						
		Total Cost		554	88	466				
6	Planning Level Study Town Center Economic Impact & Infrastructure Cost Study	Planning		50						
		Total Cost		50						
		Dgn		1,304						
		R-o-W		747						
7	1128, SE 272nd Street (SR 516) 185th Place SE to 192nd Avenue SE Widen to 5 lanes & reconstruct, Sidewalks, New signal.	Const		13,870				13,870		
		Total Cost		15,921	0	1,304	747	13,870	0	0
		Dgn		1,035					1,035	
		R-o-W		4,886					4,886	
8	185th Place SE Extension Wax Road/180th Avenue SE Roundabout to SE 272nd Street New Route, New Alignment, Access management.	Const		10,950						10,950
		Total Cost		16,871	0	0	0	1,035	4,886	10,950
		Dgn		979				979		
		R-o-W		1,398					1,398	
9	1063, SE 272nd Street (State Route 516) 160th Avenue SE to 164th Avenue SE Signal modifications, add turn lanes, stream crossing. Portions of 1056 and 1149	Const		10,340						10,340
		Total Cost		12,717	0	0	0	979	1,398	10,340
		Dgn		470				470		
		R-o-W		228					228	
10	SE 256th Street and 180th Avenue SE Safety improvements, Sidewalks Signal modifications, add right turn lane.	Const		5,011						5,011
		Total Cost		5,709	0	0	0	470	228	5,011
		Dgn								
		R-o-W								
3.0% Annual Construction Cost Increase					1,931	13,555	747	16,354	6,512	26,301
TOTAL										

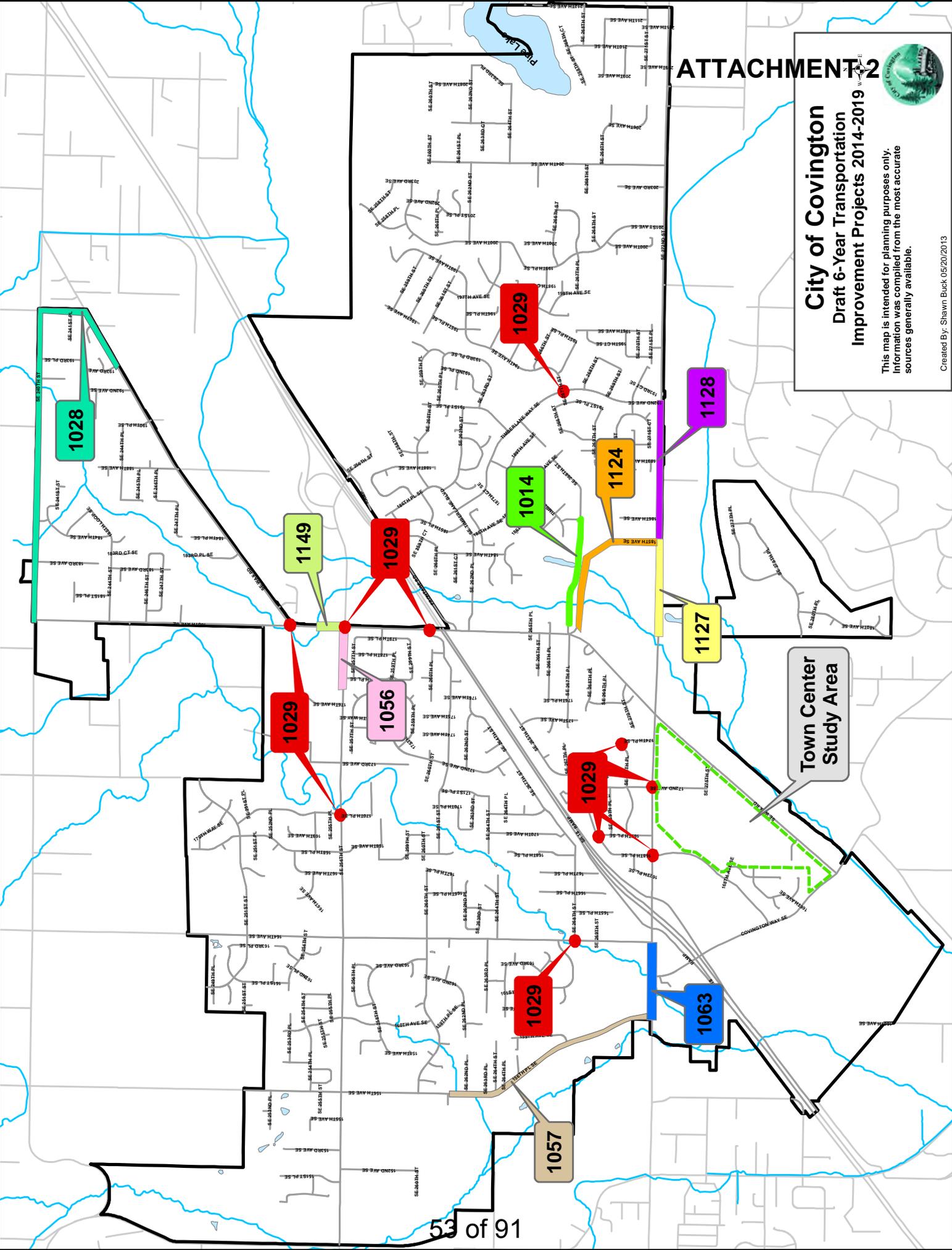
ATTACHMENT 2

City of Covington
Draft 6-Year Transportation
Improvement Projects 2014-2019



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

Created By: Shawn Buck 05/20/2013



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 1028 SE 240th Street, 196th Ave SE and SE Wax Road Overlay**

This project will overlay SE 240th Street from 180th Ave SE to 196th Avenue SE, 196th Avenue SE from SE 240th Street to SE Wax Road and SE Wax Road from 193rd Avenue SE to 196th Avenue SE. This project is fully funded and scheduled to be completed in the late summer of 2013.



3. **CIP 1029 Citywide Intersection Safety Project – 10 Locations**

This project is part of the WSDOT City Safety Program that is focused on intersection safety. The project will do safety improvements to 10 locations throughout the city. These improvements vary at each location but may include rechannelization, adding warning beacons and pavement markings; improving sight distance, and crosswalks; upgrading signs, sidewalks and ADA access points. The intersections are SE 272nd Street / 168th Place SE, SE 272nd Street / 172nd Place SE, 168th Place SE / 169th Place SE, SE 270th Place / 174th Avenue SE, SE 256th Street / 180th Avenue SE, SE 267th Street / 192nd Avenue SE, SE 261st Street / 180th Avenue SE, SE 268th Street / 164th Avenue SE, SE Wax Road / 180th Ave SE and SE 256th / 170th Ave. SE. This project is fully funded and scheduled to be completed in 2014.



City of Covington
2014-2019 6 Year TIP
Project Descriptions

4. **CIP 1057 156th Avenue SE between SE 272nd Street and SE 261st Place**

This project will design and construct the pavement rehabilitation of 156th Avenue SE in the vicinity of SE 272nd Street and the vicinity of SE 261st Place. There is no widening associated with this project. The project will consist of pulverizing the existing roadway and overlaying with new asphalt. ADA ramps will be upgraded as warranted.



5. **CIP 1014 Jenkins Creek Park between SE 267th Place and SE 268th Street**

This is a non-motorized transportation project that will construct a multiuse trail between SE 267th Place and SE 268th Street through Jenkins Creek Park. This project will replace the pedestrian bridge that was washed out from a storm and once again connect neighborhoods to Jenkins Creek Elementary as well as provide ADA and bike access to and from the downtown core.



6. **Town Center Economic Impact & Infrastructure Cost Study**

This study will determine the town center concept's economic impact (including job creation and tax revenue generation) and infrastructure costs. The information will position the city to seek the grants necessary to fund town center infrastructure and catalyze private investment.



7. **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.



City of Covington
2014-2019 6 Year TIP
Project Descriptions

8. **CIP 1124 185th Place SE Extension - 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 design.



9. **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. Project length is 800 feet. Construct street section consistent with the existing SR 516 section including illumination, landscaping, 10' wide sidewalks with street trees in planting wells.



10. **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) 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.



Agenda Item 2
Covington City Council Meeting
Date: June 11, 2013

SUBJECT: DISCUSS CITIZEN SURVEY RESULTS

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Citizen Survey Topline Data 2013

PREPARED BY: Karla Slate, Community Relations Coordinator

EXPLANATION:

City Council directed staff to conduct a citizen opinion survey during the first half of 2013. We hired consultant Elway Research, Inc. to conduct the survey which was done during the month of May. The survey yielded 448 results and was conducted through telephone and via an online survey that we promoted through the mail. The official Citizen Survey Report will be provided as soon as it becomes available.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

ASK QUESTIONS OF STAFF

REVIEWED BY: City Manager.

5. Let’s talk about the City Government. First, in general, how much attention would you say you pay to Covington City government? Would you say you pay...?

- 12** A Lot of Attention
- 45** Some
- 31** Not Very Much
- 12** Almost No Attention

6. Have you had any contact with a city agency or official in the last 12 months?

- 37** YES
- 62** NO
- 1** DK/NA

7. If you were to give that person a letter grade for helpfulness and courtesy, what grade would you give him or her: A for Excellent, B for Good, C for Satisfactory, D for Unsatisfactory, F for Poor.

A	B	C	D	F	No Opin
43	31	19	5	2	2

8. I am going to read a list of services and programs currently provided by city government. As I read each one, tell me how important it is to you. In your opinion, is this an Essential service of City Government... a High Priority ... a Medium Priority ... a Low Priority ... or should this Not be a City Government program. The first one is....

ROTATE	ESNTL	HI	MED	LO	NOT	NoOp
A. Street Construction	21	38	34	6	0	1
B. Street Maintenance	28	48	19	4	0	1
C. New Parks Construction	10	20	42	25	3	1
D. Parks Maintenance	13	34	40	12	2	0
E. Sidewalk & trail Construction	12	30	39	17	1	1
F. Sidewalk & trail Maintenance	13	35	40	11	0	1
G. Zoning and Land Use Planning	18	35	35	7	1	3
H. Permitting Services, for buildings, remodels, tenant improvements, etc.	16	31	37	11	2	3
I. Enforcing the city codes, such as building and zoning codes, junk cars, yard debris, home business violations, and so on	23	42	26	7	1	1
J. Stormwater & Flood Management	29	32	29	8	1	1
K. Snow & Ice Removal.....	24	35	29	10	1	1
L. Emergency Preparedness	34	40	18	5	1	1
M. Communicating with the public.	26	44	24	4	0	1
N. Planning community festivals and events.....	6	19	39	28	6	1
O. Recreation and Aquatics programs.....	9	24	40	20	5	2
P. Attracting & Keeping Businesses.....	25	49	18	5	2	0
Q. Police Services.....	57	36	6	1	0	0

9. I am going to read through that list again, This time, I would like you to tell me how well you think the city is doing in that area. As I read each service, I'd like you to give it a letter grade, as we have been using: A for Excellent, B for Good, C for Satisfactory, D for Unsatisfactory, F for Poor.

ROTATE	A	B	C	D	F	NoOp
A. Street Construction	8	35	36	7	6	7
B. Street Maintenance	9	39	41	7	4	1
C. New Parks Construction	8	29	31	11	5	16
D. Parks Maintenance	7	36	35	7	3	12
E. Sidewalk & trail Construction	7	30	34	12	5	13
F. Sidewalk & trail Maintenance	8	34	35	7	5	11
G. Zoning and Land Use Planning	6	26	30	9	5	23
H. Permitting Services, for buildings, remodels, tenant improvements, etc.	5	23	30	6	3	33
I. Enforcing the city codes, such as building and zoning codes, junk cars, yard debris, home business violations, and so on	7	28	34	11	5	16
J. Stormwater & Flood Management	13	38	30	3	2	15
K. Snow & Ice Removal.....	15	37	31	7	2	9
L. Emergency Preparedness	9	30	27	4	2	28
M. Communicating with the public.	7	32	38	11	6	6
N. Planning community festivals and events.....	9	31	34	8	2	17
O. Recreation and Aquatics programs.....	10	27	32	7	2	21
P. Attracting & Keeping Businesses.....	14	41	28	7	2	8
Q. Police Services.....	21	47	23	3	2	3

10. Let's talk specifically about police services in Covington. Using the letter grades as before, what grade would you give police services in Covington for:

ROTATE	A	B	C	D	F	NoOp
A. The time it takes them to respond to a call	19	27	18	5	2	29
B. Maintaining traffic safety in Covington.....	20	41	25	4	2	8
C. The number of officers	9	28	26	11	3	23
D. The overall quality of service they provide	20	43	19	4	2	12
E. Overall feeling your problem was resolved	19	23	19	5	4	31

11. Next I am going to list some options for entertainment and recreation in Covington. As I read each one, tell me whether your household would be Very Likely to attend such an event in Covington ...Somewhat Likely or Not Likely to attend such an event.. The first one is...

ROTATE	<u>VERY</u>	<u>SOME</u>	<u>NOT</u>	<u>NoOp</u>
A. Free outdoor concerts with Professional bands.....	40	39	19	2
B. Outdoor live theater, such as "Shakespeare in the Park"	28	35	33	3
C. Free outdoor movies.....	30	31	36	3
D. Free performers such as magicians or comedians.....	18	37	42	2
E. Free child-oriented such as the Reptile Man or Recess Monkey kids band	17	22	55	6
F. Fee-based recreation classes – like aerobics or Fitness Toddler activities, Dance Lessons, Babysitting classes, etc	22	34	41	3

12. Now I am going to list some things that some people have said they would like Covington city government to do. Of course, all city services cost money. So as I read each item, tell me if you would Strongly support raising taxes for that, Inclined to Support, Inclined to Oppose or Strongly Opposed to an increase in city taxes to maintain, improve or provide this service in Covington. The first one is...

ROTATE	<u>STRG</u> <u>SUPPORT</u>	<u>INCLINE</u> <u>SUPRT</u>	<u>INCLINE</u> <u>OPP</u>	<u>STRG</u> <u>OPPOSE</u>	<u>NoOp</u>
A. Sidewalks	20	43	18	14	4
B. Parks, trails and open space	20	45	16	16	3
C. More recreation such as health & fitness classes, kid, adult or senior activities, etc.	15	38	22	21	4
D. More community events.....	11	35	26	21	8
E. Improved streets and traffic flow.....	32	44	13	9	2
F. A pedestrian-friendly town center with public gathering spaces – like Kent Station in Kent.....	30	33	17	16	4
G. Animal control services, like pet licensing, shelter services and pet locator services	15	33	24	22	7
H. More police officers	32	38	13	11	7
I. A community center	16	41	22	17	4
J. Transit services.....	15	37	22	19	6

- 13.** If you had to choose one of the following, which would you choose for the City of Covington:
- 54** Maintain city services at appropriate levels by increasing taxes as the population and inflation grows.
 - 41** Keep taxes the same by cutting services when population and inflation grow faster than city revenues
 - 6** [No Opin]
- 14.** In terms of keeping citizens informed about what is happening in city government -- What grade would you give the City of Covington does at that? **A** for Excellent, **B** for Good, **C** for Satisfactory, **D** for Unsatisfactory, **F** for Poor.
- 5** A for Excellent
 - 33** B for Good
 - 36** C for Satisfactory
 - 16** D for Unsatisfactory
 - 4** F for Poor
 - 6** [No Opin]
- 15.** We are interested in how people get information about City Government here in Covington. Which of the following have been useful to you to learn about city government? **RECORD ALL THAT APPLY**
- 67** Covington reporter newspaper
 - 44** City website
 - 38** Mailings from city (bill inserts, brochures, postcards, etc
 - 33** Friends, family, neighbors
 - 24** During city events- like Covington days, tree lighting event
 - 20** Flyers an posters around the city
 - 17** City e-mails
 - 17** City's Facebook page
 - 15** Calling or visiting city hall
 - 14** Attending city meetings
 - 13** Talking to a city council member or advisory commission member
 - 12** Neighborhood meetings or organizations
 - 1** [OTHER]
 - 1** [DK/NA]

- 16.** How would you rate the city's performance in providing residents the opportunity to be involved in decisions that affect city government? What grade would you give the City of Covington does at that? **A** for Excellent, **B** for Good, **C** for Satisfactory, **D** for Unsatisfactory, **F** for Poor.
- 7** A for Excellent
 - 28** B for Good
 - 31** C for Satisfactory
 - 12** D for Unsatisfactory
 - 5** F for Poor
 - 16** [No Opin]
- 17.** Finally, thinking now about all the things we have talked about, as a citizen of Covington, do you think that your tax dollars are being well spent here? Or not?
- 51** WELL SPENT
 - 25** NOT
 - 24** [No Opin]
- 18.** I have just a few last questions for our statistical analysis. How old are you?
- 16** 18-34
 - 28** 35-49
 - 38** 50-64
 - 17** 65+
 - 1** [NA]
- 19.** Which of the following best describes your household:
- 39** Couple with children at home
 - 37** Couple with no children at home
 - 6** Single with children at home
 - 17** Single with no children at home
 - 1** [NA]
- 20.** Do you own or rent the place in which you live?
- 91** OWN
 - 9** RENT
- 21.** Finally, I am going to list some broad categories. Just stop me when I get to the category that best describes your approximate household income - before taxes - for this year.
- 9** \$35,000 or less
 - 12** \$35,000 to \$50,000
 - 17** \$50,000 to \$74,000
 - 17** \$75,000 to \$99,000
 - 32** Over \$100,000
 - 13** [NO ANSWER]

Agenda Item 3

Covington City Council Meeting

Date: June 11, 2013

SUBJECT: APPROVE THE USE OF GENERAL FUND REVENUES MADE AVAILABLE IF THE TRANSPORTATION BENEFIT DISTRICT SALES TAX INCREASE IS PASSED.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. May 14th TBD Blue Sheet

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

In late 2012, the Budget Priorities Advisory Committee (BPAC) included in its final recommendation the direction to proceed with a Transportation Benefit District (TBD). To fund the TBD, the unanimous recommendation by BPAC was to take a 0.2% increase in sales tax to the voters as soon as possible.

City Council subsequently adopted Ordinance No. 02-13, creating the Covington Transportation Benefit District, and instructed staff to pursue a ballot measure for the November 2013 election for voters to adopt the 0.2% sales tax increase. The city's street fund would become whole and fully viable with the passing of the TBD sales tax increase. Accordingly, the annual \$250,000 subsidy from the general fund will no longer be needed by the street fund. This allows for a unique opportunity to provide enhanced service in the city's general fund. Listed below are the areas that are recommended by staff, based on input from the May 14th meeting.

Use of freed General Fund revenue on an ongoing basis for the following:

- **Police Officer (\$176,000)** – Additional officer for patrol staffing in our continuing efforts to achieve two uniformed patrol officer minimums 24/7. We are actively seeking grant opportunities to reduce our initial costs.
- **Increase Code Enforcement Officer (CEO) from 0.5 FTE to 0.75 FTE (\$26,000)** - Currently the half-time CEO responds to high priority complaints involving fire, life, and environmental safety first. Then medium and low priority enforcement cases are addressed as time permits, usually taking 30-60 days to properly respond. An increase in 0.25 FTE for the CEO would allow reduction of that response time by 50% to 15-30 days. In addition, the CEO could also take a more proactive position with field enforcement in areas of illegal signs in commercial zones and junk vehicles and improperly located recreational vehicles in residential zones. It would also allow more weekend code enforcement of repeating violations as well as making changes to CMC code language to assist in better enforcement.

Staff recommends these two public safety items be the identified funded services that would be enhanced should the TBD pass. There would be approximately \$50,000 of remaining funds to

utilize to replace funds reduced by legislative action or to fund mandated updates of plans and possible one time purchases. Staff also recommends that the council, upon approval of this recommendation, to authorize the TBD Board to include this information in the ballot measure language and information, should they choose to do so.

ALTERNATIVES:

1. Identify other services for receipt of enhanced funds.
2. Return the issue to city staff for further study and analysis.

FISCAL IMPACT:

Discussed above.

CITY COUNCIL ACTION: ___Ordinance ___Resolution X Motion ___Other

Council member _____ moves, Council member _____ seconds, to approve staff recommendations for use of general fund revenues made available by the passing of the Transportation Benefit District sales tax increase, and to authorize the TBD Board to include information in the TBD sales tax ballot measure on the city’s anticipated use of freed general funds.

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

ATTACHMENT 1

Regular Agenda Item 4

Covington Transportation Benefit District

Date: May 14, 2013

SUBJECT: DISCUSS TRANSPORTATION BENEFIT DISTRICT USE OF FUNDS

RECOMMENDED BY: Derek Matheson, District Chief Executive Officer

ATTACHMENT(S):

1. Street Fund Forecast (includes TBD revenues)

PREPARED BY: Glenn Akramoff, Public Works Director
Don Vondran, Senior City Engineer

EXPLANATION:

In late 2012, the Budget Priorities Advisory Committee (BPAC) included in its final recommendation the direction to proceed with a Transportation Benefit District (TBD). To fund the TBD, the unanimous recommendation by BPAC was to take a 0.2% increase in sales tax to the voters as soon as possible.

City Council subsequently adopted Ordinance No. 02-13, creating the Covington Transportation Benefit District, and instructed staff to pursue a ballot measure for the November 2013 election for voters to adopt the 0.2% sales tax increase.

One of the first key steps is to determine how the new TBD sales tax revenues would be used. This will allow the voters to understand which services the funds will be expended to sustain and enhance operations. The current estimate of the annual revenue that will be generated from a 0.2% sales tax increase is \$750,000. Staff has divided the use of these proceeds into the following categories:

1. Sustain Street Fund Programs/Eliminate Projected Shortfall (\$70,000)
2. Operational improvements (\$180,000)
3. Small capital and overlay program (\$250,000)
4. Replace General Fund subsidy (\$250,000)

Operational Improvements

In recent years, due to budget reductions, some key public works maintenance and engineering programs have been deferred. These deferments have occurred for two reasons: 1) Not enough money to complete them, and 2) not enough staff time to manage or carry them out as current public works staff is operating at or above its capacity. Therefore, the following areas are recommended for improvements with additional operational funds:

- Add \$25,000 annually for a crack sealing program.
- Add \$25,000 in operating supplies and rental equipment for asphalt patching and sidewalk repairs.

- Add 0.75 FTE to the engineering team to provide oversight of transportation programs including overlay, asphalt pavement condition, small CIP for transportation and pedestrian programs and managing grants (\$80,000). The remaining 0.25 FTE will be supported by the SWM program resulting in a fully funded 1.0 FTE position.
- Add two (2) six-month seasonal maintenance workers to the Maintenance Team to support the completion of additional sidewalk repairs, crack sealing and asphalt patching efforts (\$50,000).

Small Capital and Overlay Program

In recent years the Covington street overlay program has been suspended due to lack of funds. The program has functioned more on a hit and miss basis at best with our street conditions continuing to deteriorate. In late 2011, a consultant completed a pavement condition assessment for all Covington streets and determined the overall pavement condition index (PCI) to be a 70. This rating equates to a “fair” index rating with the ideal PCI being 85 and 100 being an “excellent” rating (all “new” roadways). Therefore, many areas are well below the ideal rating and are in danger of needing full reconstruction if they are not addressed soon. In addition, there are many small transportation projects that would improve the safety and operation of our transportation infrastructure. These include gaps in ADA accessible routes and pedestrian facilities that have already been mentioned as a high concern from council, staff and citizens. Staff’s preliminary recommendation is to fund the overlay portion of the program at \$200,000 and the Small Transportation CIP at \$50,000, annually.

General Fund Subsidy

The city’s street fund would become whole and fully viable with the passing of the TBD sales tax increase. The annual \$250,000 subsidy from the general fund will no longer be needed by the street fund. This allows for a unique opportunity to provide enhanced service in other areas of the city’s general fund. Listed below are a few of the areas that have been identified.

Use of freed General Fund Subsidy dollars on an ongoing basis for some of the following:

- **Police Officer (\$176,000)** – Additional officer for patrol staffing in our continuing efforts to achieve two uniformed patrol officer minimums 24/7. We are actively seeking grant opportunities to reduce our initial costs.
- **Civilian Community Crime Prevention Officer (\$127,500 Startup, \$102,500 Ongoing)** – This position was a recommendation of BPAC to increase communications with residents and business owners. A Community Crime Prevention Officer can formalize neighborhood and business blockwatch programs, conduct residential and business security surveys, create crime prevention newsletters, communicate with homeowner associations and other community organizations, and coordinate citizen volunteer programs.
- **Increase Code Enforcement Officer (CEO) from 0.5 FTE to 0.75 FTE (\$26,000)** - Currently the half-time CEO responds to high priority complaints involving fire, life, and environmental safety first. Then medium and low priority enforcement cases are addressed as time permits, usually taking 30-60 days to properly respond. An increase in 0.25 FTE for the CEO would allow reduction of that response time by 50% to 15-30 days. In addition, the CEO could also take a more proactive position with field

enforcement in areas of illegal signs in commercial zones and junk vehicles and improperly located recreational vehicles in residential zones. It would also allow more weekend code enforcement of repeating violations as well as making changes to CMC code language to assist in better enforcement.

- **Economic Development Resource (\$76,000)** – The City Council has expressed interest at various points in an economic development “resource” i.e., a half-time employee or contractor to support the city’s economic development efforts with an emphasis on real estate services and marketing services. This figure is based on half of the prior economic development manager’s salary and benefits. If funded, further discussions will be necessary to determine whether to hire an employee or enter into a contract for services, as well as to determine the employee’s job description or contractor’s scope of work.
- **Park Planner (\$115,000)** – For the city to serve current residents and reach its 2010 park and trail acquisition and development goals we need to buy land, design and build 2-3 new neighborhood parks, 1-2 new community parks and 9 miles of new trail. Catching up with the current deficit, plus keeping up with annual growth, is many years of work for a full-time park planner. Planning, acquisition, design and development projects that should be undertaken in the next few years include: Covington Community Park – Phase 2 design and construction (expected to be funded by the 2013 legislature); Parks CIP Update (temporary planner funded in 2013); South Covington Park acquisition (underway); Park Impact Fee (2014); Jenkins Creek Trail design and development; Town Center Park concept design; PROS Plan Update (2014, to maintain grant eligibility); Jenkins Creek Park design and development; Pipeline Trail design and development; Hawk Subarea park and trail design and development; Tri-City Trail planning, design, right-of-way acquisition and development; Non-motorized Transportation Plan. The investment in a planner leverages millions of dollars of grant funding and allows projects to move forward that otherwise can’t happen.
- **Increase Recreation Assistant (\$60,000)** – This year Covington started providing community recreation classes and unexpectedly assumed management of Covington Days. In order to sustain excellent classes, community events and festivals, and to expand classes and programming, new funding could be used to increase the current Recreation Assistant from 0.15 FTE to full time. Increased staffing would allow new programming at Covington Community Park such as movie nights and green stage plays, expanded class offerings in our community room and other facilities such as the Timberlane Clubhouse, new events such as a Daddy-Daughter Dance, and more.
- **Additional Legal Services (\$17,400)** – The city contracts with City Attorney Sara Springer of SBS Legal Services PLLC for 35 hours per month at \$5,000 per month. Her time is at a premium, and often it can take weeks for her to get to all but the most urgent of projects. This figure would allow the city to purchase an additional 10 hours per month at her hourly rate of \$145 per hour.
- **Property acquisition fund (variable)** – This would set aside ongoing funds that would allow the city to take advantage of properties that become available that correspond with identified capital infrastructure needs for parks, trails and transportation.
- **Human Services funding (variable)** – This would increase the current funding to address inflation and population growth.

Use of freed General Fund Subsidy dollars, one time, for the following:

- **State GMA required Comprehensive Plan update (\$75,000)** – Hire a consultant to develop population projections and transportation data forecasts for the Land Use and Transportation Elements, as well as new data for both the Housing and Capital Facilities Elements, of the Comprehensive Plan update. The City does not have the existing staff to complete those tasks with our 0.50 FTE Long Range Senior Planner.
- **Recreation Stage and Canopy (\$35,000)** – The recreation program currently rents stages for \$1,100 per day. With ten days of use per year this investment allows programs to continue despite threat of rain and pays off in about three years freeing up valuable funding to enhance recreation programming.
- **PROS Plan Update (\$112,875)** – In order to be eligible for RCO parks and trails acquisition and development grants in the state’s next cycle the Parks, Recreation and Open Space (PROS) Plan needs to be updated starting in June 2014 and concluding December 2015. The cost of this project includes 0.25 FTE Park Planner (18 months), statistically valid telephone survey and consultant support.
- **Park Impact Fee (\$67,250)** – Current city revenue streams are not sufficient to fund park and trail acquisition and development. Partial funding could come from a Park Impact Fee. This project would use the information developed in the 2013 Parks CIP Update to develop a Park Impact Fee (PIF) for Council’s consideration in 2014. The cost of this project includes 0.15 FTE Park Planner (12 months) and consultant support.
- **Project Planning and Design – (varies per project)** – Each park and trail project listed in the Park Planner section above needs consultant or architect support. Project cost varies depending on the scope of the project. An investment in planning, design and cost estimates leverages millions of dollars in grant revenue.

The above list is not prioritized at this point and not necessarily a complete list. Also, if the TBD sales tax increase is approved by the voters in November of 2013, the new revenue would not be realized, and subsequent programs started, until July of 2014.

One final issue to be considered is the ebb and flow of sales tax revenue. The Public Works Department can adjust the small capital and overlay program to compensate for any downturns in the economy. However, the TBD Board should consider how to utilize additional revenue that could be produced by a positive economy and further retail development, such as the Town Center and Hawk property development.

Staff is seeking initial input on the priorities for use of revenues generated by the proposed TBD sales tax increase. The City Manager will take the Board’s input and bring back a final recommendation for the Board’s consideration on June 11, 2013.

ALTERNATIVES:

Discussed above.

FISCAL IMPACT:

Discussed above.

BOARD ACTION: Resolution Motion Other

Provide input to Staff.

REVIEWED BY: District Chief Executive Officer, District Treasurer, District Legal Advisor,
Department Directors

Agenda Item 4

Covington City Council Meeting

Date: June 11, 2013

SUBJECT: PROPOSED ORDINANCE ADOPTING UPDATES AND AMENDMENTS TO CHAPTER 8.15 OF THE COVINGTON MUNICIPAL CODE (CMC) RELATING TO SOLID WASTE SERVICES.

RECOMMENDED BY: Sara Springer, City Attorney
Glenn Akramoff, Public Works Director

ATTACHMENT(S):

- 1. Ordinance adopting updates and amendments to CMC 8.15 relating to solid waste services

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

Earlier this year, the city council approved a new solid waste services contract with Republic Services (dba Allied Waste) (“Republic”). This agreement goes into effect July 1, 2013, and the city’s previous franchise agreement with Republic will be terminated. This commencement date signifies the official cancellation of the Washington Utilities and Transportation Commission (WUTC) jurisdiction of solid waste services within the city limits, pursuant to RCW 35A.14.900. Accordingly, the city must adopt new solid waste sections within Chapter 8.15 of the CMC to establish the city’s exclusive control and administration of solid waste services within the city.

ALTERNATIVES:

- 1. Return to staff for further revisions.

FISCAL IMPACT: None.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to adopt an ordinance updating and amending CMC 8.15 relating to solid waste services.

REVIEWED BY: Public Works Director; Interim Public Works Director; City Manager; City Attorney

ORDINANCE NO. 04-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON UPDATING AND AMENDING CHAPTER 8.15 OF THE COVINGTON MUNICIPAL CODE RELATING TO SOLID WASTE SERVICES.

WHEREAS, after incorporation, if a municipality does not directly provide solid waste collection service, or contract for such service, the Washington Utilities and Transportation Commission (WUTC) sets the service area and rates for private firms that may wish to serve the municipality; and

WHEREAS, Covington operated under this rubric until 2003 and Republic Services (dba Allied Waste) ("Republic") held the certificate of necessity and convenience (G-certificate) for Covington, issued by the WUTC; and

WHEREAS, on November 25, 2003, the council subsequently passed Ordinance No. 80-03, which granted a franchise to Republic for a period of not less than seven years beginning January 1, 2004, and notified the WUTC that the city intended to cancel WUTC jurisdiction and independently contract for solid waste collection services inside the city, pursuant to RCW 35A.14.900, upon expiration of the franchise agreement; and

WHEREAS, as of December 31, 2010, the city was able to terminate the current franchise agreement with Republic; and

WHEREAS, in 2012 the city entered into direct negotiations with Republic for a new solid waste and recycling services agreement and the council approved said agreement earlier this year, with an effective date of July 1, 2013; and

WHEREAS, the Covington Municipal Code (CMC) must be updated to reflect the city's exclusive jurisdiction and administration of solid waste services within the city limits.

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

Section 1. Chapter 8.15 of the Covington Municipal Code entitled "Solid Waste" is hereby amended as set forth in Exhibit 1 to this ordinance and fully incorporated herein by this reference.

Section 2. This ordinance shall be in full force and effect as of July 1, 2013. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

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

Passed by the City Council on the 11th day of June, 2013.

Mayor Margaret Harto

PUBLISHED: June 21, 2013

EFFECTIVE: July 1, 2013

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM:

Sara Springer
City Attorney

Ordinance No. 04-13
EXHIBIT 1

Chapter 8.15
Solid Waste

Sections:

- 8.15.010** **Definitions.**
- 8.15.020** **Purpose.**
- 8.15.030** **Hauling restrictions.**
- 8.15.040** **Contract for solid waste collection services—Terms.**
- 8.15.050** **Collection--Requirements.**
- 8.15.060** **Rates.**
- 8.15.070** **Billing.**
- 8.15.080** **Improper disposal.**
- 8.15.090** **Administrative and enforcement responsibility.**
- 8.15.100** **Violations.**
- 8.15.110** **Plan adopted.**
- 8.15.120** **Determining levels and types of service.**

8.15.010 **Definitions.**

For the purposes of this chapter, unless otherwise defined, the following shall have the intended definitions:

- (1) "Collector" or "collector of solid waste and/or recyclables" means the company(ies) with which the city has contracted to collect, haul, or dispose of solid waste, recyclables, and yard waste.

- (2) "Commercial" means any establishment or business that is not residential in nature, including hotels/motels, churches, nonprofit organizations, federal, state and local government-owned facilities.

- (3) "Person" means every person, firm, partnership, association, institution, and corporation. The term shall also mean the occupant and/or the owner of the premises for which service mentioned in this chapter is rendered.

- (4) "Solid waste" means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, recyclable materials, and yard waste.

8.15.020 **Purpose.**

The purpose of this chapter is to prevent harm to the health and safety of the public and to promote the public health, safety, and general welfare by providing for the regulation of solid

waste collection and disposal and maintaining consistent and reliable solid waste services under the exclusive supervision and control of the city.

8.15.030 Hauling restrictions.

It is unlawful for any person, other than a contractor having a contract for solid waste and recyclable material collection and disposal with the city, to collect, haul, or dispose of solid waste within the city. Provided, however, nothing in this section shall be construed to prohibit (1) portions of the waste stream that are being recycled through permitted commercial recyclers; or (2) a residential occupant transporting, on a nonregular or occasional basis, surplus accumulations of rubbish or garbage from his/her residence to an approved disposal site.

8.15.040 Contract for solid waste collection services—Terms.

(1) The city shall let a contract or contracts to provide for the collection of all solid wastes within the city. The details of such a contract or contracts shall be agreed upon after negotiations and the city council's action thereon shall be final. Such negotiations may be preceded by a call for bids or proposals if determined to be necessary and at the discretion of city council. Such contract shall obligate the collector to pick up solid wastes in the city in accordance with this chapter and shall provide for the collector to be paid for its services out of fees for collection.

(2) Every such contract for solid waste collection also shall contain a provision that such contract may not be assigned by the collector, or the responsibilities thereunder transferred, except with the prior consent of the city.

(3) Such contract(s) shall be for such term as the city council shall find is in the best public interest and may contain provisions, upon proper standards, for adjustments in service rates.

(4) Such contract(s) shall contain suitable provisions permitting the forfeiture of the contract for nonperformance or violation of such contract by the collector.

8.15.050 Collection--Requirements.

(1) The collector shall collect, remove, and dispose of all solid waste from the premises, whether residential, commercial, industrial, or otherwise, existing within the city and that choose to maintain such service upon such periodic schedule as included in the collection contract.

(2) All solid waste that is generated and/or placed for collection and collected within the city for delivery to the King County solid waste system for disposal shall be in compliance with the Resource Conservation and Recovery Act as amended (42 U.S.C. 6901, et seq.), Chapter 70.95 RCW, King County board of health rules and regulations No. 8, and all other applicable federal, state, and local environmental health laws, rules, or regulations.

(3) The provisions of this section shall apply to all persons within the city, including the collector, and any other persons authorized by this chapter or other laws to collect waste within the city for disposal.

8.15.060 Rates.

- (1) The rates for solid waste handling service shall be calculated in accordance with such collection contract(s) for solid waste service as the city may enter into.
- (2) In the event of any change in rates, customers shall be notified in writing of such change in such manner and with such time schedule as may be established by applicable law.
- (3) The city shall maintain, publish, and make available to the public a current schedule of rates for solid waste handling service. Publishing may occur via the city's website.

8.15.070 Billing.

- (1) The collector shall bill for all solid waste services in accordance with the collection contract entered into with the city. All costs related to billing and bill collection will be paid by the collector.
- (2) Charges for any special services not covered in the collection contract shall be determined by the mutual agreement of the city and the collector.
- (3) The bills provided by the collector will be due in accordance with guidelines established by the collector, which may include penalties for late payment.
- (4) The collector may use a collection agency, a lien process, or any other available legal method to recover the past due balance from the customer.

8.15.080 Improper disposal.

- (1) It is unlawful for any person to bury, burn, dump, collect, or in any other manner dispose of solid waste upon any street, alley, public place, or private property within the city.
- (2) It is unlawful to deposit any solid waste in a solid waste container owned or maintained on the premises of another unless invited, licensed, or otherwise privileged to do so.
- (3) It is unlawful for any person to burn any solid waste, except brush, grass, weeds, and cuttings from trees, lawn, or gardens, in any manner not authorized by the applicable provisions of the city's fire code.
- (4) Whenever solid waste dumped in violation of this chapter contains three (3) or more items bearing the name of one individual, there shall be a rebuttable presumption that the individual whose name appears on such items committed the unlawful dumping.

8.15.090 Administrative and enforcement responsibility.

The administration and enforcement of this chapter shall be the responsibility of the director of public works or his/her designee. The director or his/her designee may make inspections to enforce this chapter and may notify the person or collector that they are in violation of this chapter. The director may issue any written rules that are consistent with this chapter and which he/she finds are necessary for the proper administration of this chapter.

8.15.100 Violations.

Any person violating any part of this chapter shall be deemed to have created a public nuisance pursuant to CMC 1.30.030. Said violations may be enforced pursuant to Chapter 1.30 of the CMC.

8.15.110 Plan adopted.

The final 2001 King County Solid Waste Management Plan dated November 2001, including Appendices Volumes 1 and 2, is hereby designated and adopted as the city's Comprehensive Solid Waste Management Plan, except as otherwise set forth herein or by city ordinance.

8.15.120 Determining levels and types of service.

Pursuant to RCW 70.95.160, the City of Covington hereby determines that King County shall not exercise any powers regarding the levels and types of service of any aspect of solid waste handling within the corporate limits of the city as now exist or as may hereafter be amended. The level of and types of service for any aspect of solid waste handling shall be determined by city ordinance and not as set forth in any County regulation or ordinance as now exists or as may hereafter be adopted, including without limitation, the Comprehensive Solid Waste Management Plan.

SUBJECT: TOWN CENTER DEVELOPMENT PARTNERSHIP REQUEST FOR QUALIFICATIONS

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Draft request for qualifications (RFQ)
2. Town Center Alternative Process memo dated January 7, 2013

PREPARED BY: Derek Matheson, City Manager

EXPLANATION:

At the City Council's Strategic Planning Summit on January 26, 2013, staff presented a "Town Center Alternative Process" (TCAP) that called for the city to use a competitive process to select a developer and then work with that developer to create a development concept, negotiate a development agreement that supports the concept¹, pursue grants and other funding for infrastructure, assist with the Town Center Economic Impact and Infrastructure Cost Study, negotiate (private) acquisition of the Covington Elementary School property, promote development opportunities, etc.

In response to the TCAP, council directed staff first to update the city hall study and then to inquire again about the TCAP. On April 23, 2013, the council reviewed an updated new city hall study and authorized staff to prepare a draft request for qualifications (RFQ) for the council's review.

The attached draft RFQ is based on RFQs prepared by the Port of Bellingham / City of Bellingham to select a development partner for a publicly-owned parcel in that community and an RFQ prepared by the City of Federal Way to select a partner for a city-owned parcel there. It was reviewed by the Town Center Team (which consists of the city manager, community development director, finance director, parks and recreation director, and public works director), city attorney, and a developer who has built a number of mixed-use projects around the state.

Upon receiving council feedback, staff will finalize the RFQ, format it professionally, and issue it this summer.

ALTERNATIVES:

1. Postpone this item and request additional information
2. Do not proceed with an RFQ

¹ The Planning Commission is working on a code amendment that will allow the use of development agreements in the Town Center.

FISCAL IMPACT: Staff time

CITY COUNCIL ACTION: ___Ordinance ___Resolution X Motion X Other

Provide feedback on the draft RFQ

AND

**Council member _____ moves, Council member _____
seconds, to authorize staff to proceed with a Town Center RFQ.**

REVIEWED BY: Town Center Team (attachment only); Finance Director; City Attorney

**City of Covington, Washington
Request for Qualifications
Town Center Development Partnership**

Issue Date: _____

Deadline: _____

[Insert photos here and throughout; consider a council photo]

DRAFT

Invitation

The City of Covington, King County, Washington, is seeking a private-sector partner for joint exploration of development opportunities in Covington Town Center. More specifically, the city is seeking statements of qualifications from developers and/or development teams that are interested in working with the city to plan and develop the city's future core and exercise a city-owned "right of first offer" to purchase 17 acres in the heart of the Town Center.

About Covington

Covington is strategically located on the Highway 18 corridor midway between Interstate 5 and Interstate 90. The community has seen rapid commercial and residential growth in the past decade and offers high median incomes, ample developable land, and some redevelopment opportunities. The city has invested over \$40 million in transportation improvements over the last few years and recently overhauled its downtown zoning to allow for greater flexibility and higher densities.

The area known as Covington extends back over a hundred years, and was originally called Jenkins Prairie. In the 1880s, the Northern Pacific Railroad commissioned a surveyor named Richard Covington to develop a railroad line between Auburn and Kanaskat. Along the way, a stop was named for him, and the Covington community was born. An abundance of timber and water in the area lured lumbermen to build in Covington. Services were soon to follow, and, by the 1900s, the area had a school, store, post office, loan office, feed mill, and fire station. The city incorporated on August 31, 1997.

While the population of Covington is only 18,143, the retail trade area serves a population of more than 78,000. Visitors from more than four zip codes come to Covington to enjoy many restaurant options in the downtown retail core and to shop at some of the area's most popular retail outlets.

Covington has a young population. In 2010, the median age was 35, and 29% were under 18. Covington grew by about 30% from 2000 to 2008, while King County's growth during that period was approximately 9%.

- 18,143 residents (2013 estimate)
- 5,817 households (2010)
- 6.5 square miles
- Strong retail core with big brands (Costco, Home Depot, Kohl's, Fred Meyer, Walmart)
- Family-oriented, safe neighborhoods
- Views of Mt. Rainier throughout the city
- 135 acres of parks and open spaces
- Residents between ages 18 and 64 (2010): 65%
- Residents under age 35 (2010): 50%
- Residents over age 65 (2010): 6%
- Residents age 25 or older with four years or more of college (2010): 25%
- Residents in family households (2010): 80%
- Owner-occupied homes (2010): 83%
- Average household size (2010): 3.02
- Total employment (2006): 3,610
- Average wage for jobs in Covington (2004): \$26,700
- Median household income (2010): \$90,285

With its birth as an unincorporated community crossroads, Covington naturally evolved as a retail shopping area oriented to vehicular travel and was not developed with complete transportation systems or a true downtown. Since incorporation, the community has consistently expressed the desire for a central place where people can go to gather, to participate in community events and interact with their fellow residents...

The Town Center, a smaller, more compact sub-area of the total downtown, is the heart of the Covington community. It features a large public space anchored and framed by civic buildings and other more intensive residential, office and ground-floor retail buildings. This space blends an urban plaza with a desire for softer green space and a water feature. It also reflects the local context of young families with children. It includes active uses for families and an outdoor venue for community events. Public art is a defining element in the Town Center and plaza. Pedestrian oriented buildings contain a mix of uses and frame the active streetscape. Short block sizes, wide sidewalks, landscaping and on-street parking make the Downtown conducive to walking. Connections to arterials and State Route 18 and access to transit make this an accessible location for all modes of travel. A signature main street and a central avenue design, sidewalk cafes and ground floor retail uses provide an intimate and unique experience. Connections to local and regional trails and surrounding natural areas are key features that distinguish the Town Center and reflect the quality of life, family orientation and opportunities for active living found in Covington. The Town Center is the place in town where Covington residents, visitors and workers meet friends, gather with family, attend community events, shop and play.

Source: Covington Downtown Plan and Zoning Study, 2009

Covington experienced strong job growth from 2000 to 2006, gaining over 1,000 jobs. This represents a 41% increase in local employment during these six years. Covington has outpaced King County in job growth since 2000. After very strong job growth during the late 1990s through 2001, King County employment declined for several years. Covington, on the other hand, has experienced rapid job growth since 2003. The majority of jobs in Covington are in the retail or services sector. Many of these tend to be relatively low-paying jobs, although service jobs may include higher-paying professional services. There has been a significant increase in jobs in those two sectors since 2000. Construction/resource extraction has grown significantly, while education, F.I.R.E. (finance, insurance and real estate), and government sectors have had modest job growth.

The City of Covington provides the traditional range municipal services, with the exception of fire and emergency medical services and utilities. The Kent Fire Department Regional Fire Authority provides fire and EMS. The Covington Water District operates the water system, and the Soos Creek Water and Sewer District operates the sewer system. Puget Sound Energy provides electricity and natural gas, Century Link provides telephone and data, and Comcast provides cable television and data.

[Insert 1st and 2nd graphs from Destination Covington handouts, demographics page]

[Insert 1st, 2nd, and last graph/chart from Destination Covington handouts, employment page]

[Insert Destination Covington handouts as an appendix, market demographics, employment data, building space and demand, retail sales and leakage]

About Covington Town Center

Covington Town Center is located south of SE 272nd Street (also known as Kent-Kangley Road), east of 168th/165th Place SE and west of SE Wax Road and accessed from these streets. It is visible from Highway 18 (approximately 45,000 vehicle trips per day) and adjacent to SE 272nd Street (approximately

38,000 trips per day). Big-box powerhouses like Costco, Fred Meyer, Home Depot, Walmart, and Kohl's and numerous mid-box and strip-mall retail centers are adjacent to the Town Center.

The entire Town Center consists of 81 acres divided into large commercial parcels and small residential parcels. The most easily developable portions of the Town Center consist of 23.2 acres and are known as the Ashton Property (parcel # 3622059187) and Covington Elementary School property (parcel # 3622059081). The Town Center is zoned "Town Center" or "TC", which allows a wide variety of uses in formats that support the city's vision. More information on zoning is available in the Covington Municipal Code, Chapter 18.31 "Downtown Development and Design Standards", at www.codepublishing.com/wa/covington/. The Covington Comprehensive Plan is available at www.covingtonwa.gov/city_departments/communitydevelopment/strategiclongrangeplanning/comprehensiveplan.html.

MultiCare Health System recently opened a 24-7 freestanding emergency room just northeast of the Town Center and plans to build a 58-bed hospital within the next few years. University of Washington Medicine / Valley Medical Center recently opened a new urgent care facility and medical clinics in the Town Center. These initiatives have turned Covington into the healthcare center for Southeast King County make the Town Center an ideal location for additional professional medical offices.

The city envisions the Town Center as a venue for higher education. The city has worked with Green River Community College to bring continuing-education courses to the community and wants to grow that into credit courses and, eventually, a permanent physical presence in the Town Center. Kentlake High School and MultiCare Health System have worked with Renton Technical College to bring healthcare-oriented credit course and degree programs to the school and hospital. In addition, the city has initiated discussions with the state's six universities about the possibility of a physical presence in the Town Center.

The city envisions the Town Center as the entertainment hub for Covington and Southeast King County, as well.

[Insert Zoning maps – downtown and Town Center]

[Insert Current aerial photo]

[Insert Town Center concept drawings]

What Does the City Offer to a Partner?

The city brings the following to a public-private partnership:

- A bold vision backed by a unanimous City Council and progressive Management Team.
- An outstanding reputation for collaboration and partnerships.
- Generous and flexible zoning and development regulations.
- Building-code provisions that allow five-story wood-frame-over-concrete construction.

- A willingness to explore alternative means to achieve our goals, including entering into a development agreement to modify existing zoning and development regulations through prescribed deviations to existing regulations.
- A willingness to fund the preparation of development concepts if funding becomes available.
- A willingness to prepare a SEPA planned action if funding becomes available.
- A willingness to expedite permit approvals.
- A desire to partner on an already-funded study to determine the Town Center concept's economic impact (including job creation and tax-revenue generation) and infrastructure costs. The information will position the city to seek the grants necessary to fund Town Center infrastructure and catalyze private investment.
- The ability to exercise a city-owned "right of first offer" to purchase a 17-acre surplus school property from the Kent School District.
- A potential partnership to build a new city hall.
- A property tax exemption program that incentivizes mixed-use development with residential dwellings.
- An ability to pursue jointly federal, state, and other grant money to build infrastructure such as streets, parks, and utilities.
- Currently pursuing purchase of key park and trail parcels.
- An ability to pursue jointly tax-increment financing programs if/as funded by the State Legislature.
- New sewer infrastructure available in 2014 -- The Soos Creek Water and Sewer District is investing \$40 million over the next two years to add sewers to areas not currently served and increase capacity in the Town Center and larger downtown area.

About the Submittal

Please include the following information:

- **Firm Information:** A brief history and description of your firm and project team. Include:
 - Name, addresses, and phone numbers of firm(s) responding (include contact information for each team member if the acquisition and development team includes other firms);
 - Résumés of firm(s) principals and officers and consultant principals to be involved.
 - Division of tasks among team members
 - Location of principal offices of the firm(s);
 - Description of form of organization (corporation, partnership, etc.);
 - Statement of years the firm has been in business under current name and a list of other names under which the firm has operated.

- **Project Experience:** Demonstrate your firm’s ability to complete projects of similar scale and complexity to those described in the Town Center concept above. Special emphasis should be placed on your firm’s experience with:
 - The public sector, particularly in a public/private partnership capacity
 - Catalyst, transformative land-use projects, including any experience with movie theaters, public gathering spaces, and structured parking facilities.
 - Community relations
- **References:** Include at least three project partner references, including one public-sector reference, that can speak to your firm’s track record

Please note the following guidelines:

- **Format:** PDF format; 10 pages maximum (cover page and resumes will not count toward the maximum)
- **Recipient:** Submit electronically to dmatheson@covingtonwa.gov.
- **Deadline:** Submissions must be received no later than 5 p.m. on [date]
- **Questions** should be directed to:

Derek Matheson
 City Manager
 City of Covington
 (253) 480-2405
dmatheson@covingtonwa.gov

Richard Hart
 Community Development Director
 City of Covington
 (253) 480-2441
rhart@covingtonwa.gov

Please note the following terms and conditions:

- The city may accept such responses as it deems to be in the public interest and furtherance of the purposes of the city’s Comprehensive Plan, or it may proceed with additional selection processes.
- The city reserves the right to reject any and all RFQ respondents at any time, to waive minor irregularities and to terminate any negotiations implied in this RFQ or initiated subsequent to it.
- The city reserves the right to request clarification of information submitted and to request additional information from any respondent.
- The city reserves the right to revise this RFQ and the RFQ evaluation process. Such revisions will be announced in writing to all RFQ respondents.
- The issuance of the RFQ and the receipt and evaluation of submissions do not obligate the city to select a developer and/or enter into an agreement.
- The city is not responsible for costs incurred in responding to this RFQ.
- Information provided in response to this RFQ is subject to public disclosure laws and should be considered public information.
- The City may cancel this process at any time prior to the selection of any respondent without liability.

- Agreements resulting from acceptance of qualification by the city shall be in a form supplied or approved by the city, and shall reflect the terms in this RFQ. The city reserves the right to reject any proposed agreement or contract that does not conform to the terms of this RFQ, and which is not approved by the city attorney and City Council.
- All information contained in this RFQ was obtained from sources we believe to be reliable. However, we make no guarantee, warranty, or representation as to its accuracy or completeness and reserve the right to amend any such information by way of addition, deletion, or amendment. Summaries contained herein of any legal documents are not intended to be a comprehensive statement of the terms of such documents, but rather are outlines of some of the principal provisions contained therein. The furnishing of such information will not convey any rights or license with respect to such information.
- Any commission paid to a broker representing a developer, user, or buyer will be paid by represented party. No finder's fees, commissions, expenses, or other compensation will be paid by the city to agents, consultants, advisors, or other intermediaries of any interested party

About the Selection Process

City staff and/or an evaluation committee will conduct an initial evaluation of each submission relative to the evaluation criteria, create a ranking, select three firms for interviews, create a new ranking, and make a recommendation to the City Council. In addition, staff will check references and ask for supplemental information if needed.

The evaluation criteria will reflect a wide range of considerations, but will, without limitation, include:

- **Qualifications of the firm and relevant experience generally:** The city seeks a developer and/or development team with demonstrated experience in mid- to large-scale commercial, residential, and or mixed-use projects.
- **Relevant experience with public/private partnerships:** Because the project may include a public-private partnership, relevant prior experience in similar partnerships should be noted.
- **References:** The city will contact references to evaluate past performance and working relationships.

City staff and/or an evaluation committee may weigh the evaluation criteria in any manner deemed appropriate.

Upon final selection, city staff will proceed to negotiate an agreement with the selected firm for an exclusive partnership, to the extent allowed by law and for a defined length of time, to pursue the city's town center vision.

Firms are asked not to undertake any activities or actions to promote or advertise their submittal, other than discussions with the city staff above. After the release of this RFQ, developers and their representatives are not permitted to make any direct or indirect contact with members of any evaluation committee, the City Council, other city advisory groups, or media on the subject of this RFQ, except in the course of any city-sponsored presentations. Violation of these rules is grounds for disqualification of the development proposal and team

The tentative schedule is as follows:

- Issue RFQ: 
- Review submissions: 
- Interview firms: 
- Check references: 
- Negotiate an agreement: 

DRAFT

Memo

To: City Council

From: Town Center Team
 Derek Matheson, City Manager
 Richard Hart, Community Development Director
 Rob Hendrickson, Finance Director
 Scott Thomas, Parks & Recreation Director
 Glenn Akramoff, Public Works Director

Date: 1/17/2013

Re: **Town Center Alternative Process**

The city manager and department directors formed a Town Center Team in mid-2012 to ensure a sustained organizational focus on the City Council's downtown goal, which is to:

Establish Downtown Covington as a vibrant residential, commercial, social, and cultural gathering place that is safe, pedestrian-friendly, well-designed, and well-maintained.

For the past several months, the team has focused on initiatives like funding the Town Center Economic Impact and Infrastructure Cost Study (TCEIICS), integrating town center infrastructure into the Comprehensive Plan and prioritized lists, creating a town center infrastructure grants strategy, supporting the Soos Creek Water & Sewer District's downtown sewer project, negotiating a "right of first offer" to purchase Covington Elementary, educating the Budget Priorities Advisory Committee on the town center vision, and considering an "economic development resource" such as a consultant or part-time employee who could promote development opportunities in the town center and citywide.

Last month, the team met with a developer who has built a number of mixed-use projects around the state. It became clear following the meeting that a different process – more like the Northern Gateway process in that it involves the development community earlier and unifies many of the above initiatives – might significantly increase the likelihood of a major development project in the town center.

In the Northern Gateway's South Subarea, the city is working with a single developer (who has a contract to purchase the property) to create a development concept, create zoning and development regulations that support the concept, and pursue grants and other funding for infrastructure.

In the town center, the city could use a competitive process to select a developer and then work with that developer to create a development concept, negotiate a development agreement that supports the concept, pursue grants and other funding for infrastructure, perform TCEIICS-type work, negotiate (private) acquisition of the Covington Elementary School property, promote development opportunities, and so forth.

For this alternative process to work in an area that already has zoning and development regulations in place (unlike the Northern Gateway), the Planning Commission and City Council would need to amend the city code to allow the negotiation of a development agreement. Such a development agreement would 1) memorialize a mutually-agreeable development concept and 2) create regulations that are

specifically tailored to the development concept, and more flexible than the existing zoning and development regulations, yet still true to the town center vision. In addition, the council would need to be flexible with funds currently set aside for the TCEIICS in case the city and developer see a higher and better use for the funds. One possible pathway is a contract with the developer to conduct the study and prepare a report based on the mutually-agreeable development concept.

If desired, the council could provide for public and expert input into the process. Major decisions like the selection of a developer and the adoption of a development agreement would require council approval.

Staff welcomes council discussion on this alternative process.

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

June 25, 2013 – City Council Regular Meeting

(Draft Agenda Attached)

Draft
as of 6/06/13

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



Tuesday, June 25, 2013
7:00 p.m.

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION - NONE

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

APPROVE CONSENT AGENDA

- C-1. Minutes: June 11, 2013 City Council Joint Meeting with Parks & Recreation Minutes and June 11, 2013 City Council Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: June 13 site visit.
- Arts Chair Sandy Bisordi: June 13 meeting.
- Parks & Recreation Chair Steven Pand: June 19 meeting.
- Planning Chair Daniel Key: June 6 and June 20 meetings.
- **Future Meetings:** Economic Development Council: Next meeting June 27.

CONTINUED BUSINESS

- 1. Consider Resolution Adopting 2014-2019 Transportation Improvement Program (Vondran)

NEW BUSINESS

- 2. Discuss Selection of Citizen and Honorary Citizen of the Year (Slate)
- 3. NPDES Update (Vondran/Parrish)
- 4. Competitive Bidding and Credit Cards (Hendrickson)
- 5. Council Requested Decision Cards (Matheson)

EXECUTIVE SESSION – If Needed

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

ADJOURN

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